

# Allegheny County Housing Authority

## Annual Agency Plan FY 10/01/2023 – 09/30/2024

### Table of Contents

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#### **HUD FILES:**

HUD Annual Plan Template .....	Tab 1
Attachment A - Waiting List Info .....	Tab 2
Attachment B - Financial Resources.....	Tab 3
Attachment C - Operations and Management.....	Tab 4
Attachment D - VAWA Report.....	Tab 5
Attachment E - Deconcentration Policy.....	Tab 6
Attachment F - Progress Report.....	Tab 7
Attachment G - RAB Comments 2020-2021 .....	Tab 8
Attachment H – 50077-sl 2018 Plan Certification .....	Tab 9
Attachment I - Challenged Elements .....	Tab 10
Attachment J – Comments of RAB.....	Tab 11
Attachment K – RAB Comments 2021-2022 .....	Tab 12
Attachment L – CDBG Certification .....	Tab 13
Certification of Compliance.....	Tab 14
Certification of Payments to Influence .....	Tab 15
Disclosure of Lobbying Activities .....	Tab 16

#### **SUPPORTING DOCUMENTS:**

ACOP .....	Tab 17
Administrative Plan – Section 8.....	Tab 18
Deconcentration Analysis .....	Tab 19

<b>Annual PHA Plan</b> <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 exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.																										
A.1	<p> <b>PHA Name:</b> <u>Allegheny County Housing Authority</u> <b>PHA Code:</b> <u>PA-006</u>  <b>PHA Type:</b> <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA  <b>PHA Plan for Fiscal Year Beginning:</b> (MM/YYYY): <u>10/2023</u>  <b>PHA Inventory</b> (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)  <b>Number of Public Housing (PH) Units</b> <u>2809</u> <b>Number of Housing Choice Vouchers (HCVs)</b> <u>6265</u> <b>Total Combined Units/Vouchers</b> <u>9074</u>  <b>PHA Plan Submission Type:</b> <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission         </p> <p> <b>Availability of Information.</b> PHAs must have the elements listed below in sections B and C readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.         </p> <p style="text-align: center;"> <b>The Main Office at 301 Chartiers Avenue, McKees Rock, PA 15136, each Property Office, and <a href="http://www.achsng.com">www.achsng.com</a></b> </p> <p> <input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a Joint PHA Plan and complete table below)         </p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width: 25%;">Participating PHAs</th> <th rowspan="2" style="width: 10%;">PHA Code</th> <th rowspan="2" style="width: 25%;">Program(s) in the Consortia</th> <th rowspan="2" style="width: 20%;">Program(s) not in the Consortia</th> <th colspan="2" style="width: 20%;">No. of Units in Each Program</th> </tr> <tr> <th style="width: 10%;">PH</th> <th style="width: 10%;">HCV</th> </tr> </thead> <tbody> <tr> <td>Lead PHA:</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	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:																	
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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):

We have made a number of changes mandated by HUD through either new regulations or new PIH Notices. All changes are listed in Attachment C.

New Housing Waiting List info can be found in Attachment A.  
 New preliminary financial info can be found in Attachment B.  
 Discretionary changes in the ACOP and Admin Plan can be found in Attachment C.  
 The VAWA Report is in Attachment D.

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

The Deconcentration Policy is taken from our ACOP and included as Attachment E.

**B.2 New Activities.**

(a) Does the PHA intend to undertake any new activities related to the following in the PHA’s current Fiscal Year?

Y N

- Hope VI or Choice Neighborhoods.
- Mixed Finance Modernization or Development.
- Demolition and/or Disposition.
- Designated Housing for Elderly and/or Disabled Families.
- Conversion of Public Housing to Tenant-Based Assistance.
- Conversion of Public Housing to Project-Based Assistance under RAD.
- Occupancy by Over-Income Families.
- Occupancy by Police Officers. – Allowed in ACOP but no one has utilized it.
- Non-Smoking Policies.
- Project-Based Vouchers.
- Units with Approved Vacancies for Modernization.
- Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

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

Choice Neighborhoods – We were successful in applying for a Choice Neighborhoods Planning Grant for Hays Manor, a 138-unit site. We are working on a plan to revitalize Hays Manor to be submitted in November 2023. We may be applying for demolition/disposition of Hays Manor in Fiscal 2023.

Mixed Finance – We have been approved for tax credits for Hawkins Village. Demolition and infrastructure will begin in May 2022. We are a partner in a Tax Credit Family development in Mt. Lebanon.

Disposition – We will be disposing of our remaining scattered site units to ACHA instrumentalities. These units are:  
 AMP 702 – remaining Penn Hills Scattered Sites (3)  
     338 Walpole  
     122 Courtney  
     425 Guylyn  
 AMP 705 – (1) 121 Vesper Street, Bridgeville

	<p>AMP 802 – Centurion Commons (10 condo &amp; 1 single family home)  3975 Hazelwood Drive, Monroeville</p> <p>AMP 820 – Twin Oaks (7 condo)</p> <p>Designated Housing – Continue existing designations.</p> <p>Homeownership/Disposition – We have been approved for selling 10 units in Penn Hills and have sold 7 of them.</p> <p>PBV – Looking to project-based vouchers in opportunity zones to assist with deconcentration efforts and subsidize the disposition of our remaining scattered site units. May project base up to the statutory limit.</p> <p>Modernization – Using this policy at Burtner Apts for all 24 units.</p> <p>Other Capital Grant Programs – ACHA applies for an Emergency Safety and Security Grant every year if available. Received one in 2021.</p> <p>Modernizing 12 elevators at 6 Elderly Hi-rises.</p>
<b>B.3</b>	<p><b>Civil Rights Certification.</b></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>
<b>B.4</b>	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<b>B.5</b>	<p><b>Progress Report.</b></p> <p>Provide a description of the PHA’s progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.</p> <p>Please see the report in Attachment F.</p>
<b>B.6</b>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y N  <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(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.</p> <p>See Attachment G.</p>
<b>B.7</b>	<p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD 50077-SL</a>, <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.</p> <p>See Attachment H.</p>
<b>B.8</b>	<p><b>Troubled PHA. Not Applicable</b></p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?</p> <p>Y N N/A  <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<b>C.</b>	<p><b>Statement of Capital Improvements.</b> Required for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>

C.1	<p><b>Capital Improvements.</b> 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.</p> <p>See HUD Form- 50075.2 approved by HUD on Feb 23,2021.</p>
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## Instructions for Preparation of Form HUD-50075-ST Annual PHA Plan for Standard and Troubled PHAs

### A. PHA Information. All PHAs must complete this section.

**A.1** Include the full **PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type,** and the **Availability of Information,** specific location(s) of all information relevant to the public hearing and proposed PHA Plan. ([24 CFR §903.23\(4\)\(e\)](#))

**PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

### B. Annual Plan. All PHAs must complete this section.

#### B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.” ([24 CFR §903.7](#))

**Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(1\)](#)) Provide a description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#))

**Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see [24 CFR 903.2.](#) ([24 CFR §903.23\(b\)](#)) Describe the PHA’s admissions policy for deconcentration of poverty and income mixing of lower-income families in public housing. The Deconcentration Policy must describe the PHA’s policy for bringing higher income tenants into lower income developments and lower income tenants into higher income developments. The deconcentration requirements apply to general occupancy and family public housing developments. Refer to 24 CFR §903.2(b)(2) for developments not subject to deconcentration of poverty and income mixing requirements. ([24 CFR §903.7\(b\)](#)) Describe the PHA’s procedures for maintain waiting lists for admission to public housing and address any site-based waiting lists. ([24 CFR §903.7\(b\)](#)). A statement of

the PHA's policies that govern resident or tenant eligibility, selection and admission including admission preferences for both public housing and HCV. (24 CFR §903.7(b)) Describe the unit assignment policies for public housing. (24 CFR §903.7(b))

**Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA's anticipated resources, such as PHA operating, capital and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support public housing or tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. (24 CFR §903.7(c))

**Rent Determination.** A statement of the policies of the PHA governing rents charged for public housing and HCV dwelling units, including applicable public housing flat rents, minimum rents, voucher family rent contributions, and payment standard policies. (24 CFR §903.7(d))

**Operation and Management.** A statement of the rules, standards, and policies of the PHA governing maintenance and management of housing owned, assisted, or operated by the public housing agency (which shall include measures necessary for the prevention or eradication of pest infestation, including cockroaches), and management of the PHA and programs of the PHA. (24 CFR §903.7(e))

**Grievance Procedures.** A description of the grievance and informal hearing and review procedures that the PHA makes available to its residents and applicants. (24 CFR §903.7(f))

**Homeownership Programs.** A description of any Section 5h, Section 32, Section 8y, or HOPE I public housing or Housing Choice Voucher (HCV) homeownership programs (including project number and unit count) administered by the agency or for which the PHA has applied or will apply for approval. (24 CFR §903.7(k))

**Community Service and Self Sufficiency Programs.** Describe how the PHA will comply with the requirements of community service and treatment of income changes resulting from welfare program requirements. (24 CFR §903.7(l)) A description of: **1)** Any programs relating to services and amenities provided or offered to assisted families; and **2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs under Section 3 and FSS. (24 CFR §903.7(l))

**Safety and Crime Prevention.** Describe the PHA's plan for safety and crime prevention to ensure the safety of the public housing residents. The statement must provide development-by-development or jurisdiction wide-basis: (i) A description of the need for measures to ensure the safety of public housing residents; (ii) A description of any crime prevention activities conducted or to be conducted by the PHA; and (iii) A description of the coordination between the PHA and the appropriate police precincts for carrying out crime prevention measures and activities. (24 CFR §903.7(m)) A description of: **1)** Any activities, services, or programs provided or offered by an agency, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking; **2)** Any activities, services, or programs provided or offered by a PHA that helps child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing; and **3)** Any activities, services, or programs provided or offered by a public housing agency to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families. (24 CFR §903.7(m)(5))

**Pet Policy.** Describe the PHA's policies and requirements pertaining to the ownership of pets in public housing. (24 CFR §903.7(n))

**Asset Management.** State how the agency will carry out its asset management functions with respect to the public housing inventory of the agency, including how the agency will plan for the long-term operating, capital investment, rehabilitation, modernization, disposition, and other needs for such inventory. (24 CFR §903.7(q))

**Substantial Deviation.** PHA must provide its criteria for determining a "substantial deviation" to its 5-Year Plan. (24 CFR §903.7(r)(2)(i))

**Significant Amendment/Modification.** PHA must provide its criteria for determining a "Significant Amendment or Modification" to its 5-Year and Annual Plan. Should the PHA fail to define "significant amendment/modification", HUD will consider the following to be "significant amendments or modifications": a) changes to rent or admissions policies or organization of the waiting list; b) additions of non-emergency CFP work items (items not included in the current CFP Annual Statement or CFP 5-Year Action Plan) or change in use of replacement reserve funds under the Capital Fund; or c) any change with regard to demolition or disposition, designation, homeownership programs or conversion activities. See guidance on HUD's website at: [Notice PIH 1999-51](http://www.hud.gov/offices/pih/1999-51). (24 CFR §903.7(r)(2)(ii))

If any boxes are marked "yes", describe the revision(s) to those element(s) in the space provided.

**B.2 New Activities.** If the PHA intends to undertake any new activities related to these elements in the current Fiscal Year, mark "yes" for those elements, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake these activities, mark "no."

**Hope VI or Choice Neighborhoods.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Choice Neighborhoods; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

**Mixed Finance Modernization or Development.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/programs/ph/hope6/index.cfm>. (Notice PIH 2010-30)

**Demolition and/or Disposition.** Describe any public housing projects owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition; and **2)** A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA's last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. See guidance on HUD's website at: [http://www.hud.gov/offices/pih/centers/sac/demo\\_dispo/index.cfm](http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm). (24 CFR §903.7(h))

**Designated Housing for Elderly and Disabled Families.** Describe any public housing projects owned, assisted or operated by the PHA (or portions thereof), in the upcoming fiscal year, that the PHA has continually operated as, has designated, or will apply for designation for occupancy by elderly and/or disabled families only. Include the following information: 1) development name and number; 2) designation type; 3) application status; 4) date the designation was approved, submitted, or planned for submission, and; 5) the number of units affected. **Note:** The application and approval process for such designations is separate from the PHA Plan process, and PHA Plan approval does not constitute HUD approval of any designation. (24 CFR §903.7(i)(C))

**Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; 2) An analysis of the projects or buildings required to be converted; and 3) A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD's website at: <http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. (24 CFR §903.7(j))

**Conversion of Public Housing.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to project-based assistance under RAD. See additional guidance on HUD's website at: [Notice PIH 2012-32](#)

**Occupancy by Over-Income Families.** A PHA that owns or operates fewer than two hundred fifty (250) public housing units, may lease a unit in a public housing development to an over-income family (a family whose annual income exceeds the limit for a low income family at the time of initial occupancy), if all the following conditions are satisfied: (1) There are no eligible low income families on the PHA waiting list or applying for public housing assistance when the unit is leased to an over-income family; (2) The PHA has publicized availability of the unit for rental to eligible low income families, including publishing public notice of such availability in a newspaper of general circulation in the jurisdiction at least thirty days before offering the unit to an over-income family; (3) The over-income family rents the unit on a month-to-month basis for a rent that is not less than the PHA's cost to operate the unit; (4) The lease to the over-income family provides that the family agrees to vacate the unit when needed for rental to an eligible family; and (5) The PHA gives the over-income family at least thirty days notice to vacate the unit when the unit is needed for rental to an eligible family. The PHA may incorporate information on occupancy by over-income families into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: [Notice PIH 2011-7](#). (24 CFR 960.503) (24 CFR 903.7(b))

**Occupancy by Police Officers.** The PHA may allow police officers who would not otherwise be eligible for occupancy in public housing, to reside in a public housing dwelling unit. The PHA must include the number and location of the units to be occupied by police officers, and the terms and conditions of their tenancies; and a statement that such occupancy is needed to increase security for public housing residents. A "police officer" means a person determined by the PHA to be, during the period of residence of that person in public housing, employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. An officer of an accredited police force of a housing agency may qualify. The PHA may incorporate information on occupancy by police officers into its PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. See additional guidance on HUD's website at: [Notice PIH 2011-7](#). (24 CFR 960.505) (24 CFR 903.7(b))

**Non-Smoking Policies.** The PHA may implement non-smoking policies in its public housing program and incorporate this into its PHA Plan statement of operation and management and the rules and standards that will apply to its projects. See additional guidance on HUD's website at: [Notice PIH 2009-21](#). (24 CFR §903.7(e))

**Project-Based Vouchers.** Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 983.57(b)(1) and set forth in the PHA Plan statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan. (24 CFR §903.7(b))

**Units with Approved Vacancies for Modernization.** The PHA must include a statement related to units with approved vacancies that are undergoing modernization in accordance with [24 CFR §990.145\(a\)\(1\)](#).

**Other Capital Grant Programs** (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

For all activities that the PHA plans to undertake in the current Fiscal Year, provide a description of the activity in the space provided.

- B.3 Civil Rights Certification.** Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o))
- B.4 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))
- B.5 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))
- B.6 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)
- B.7 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.
- B.8 Troubled PHA.** If the PHA is designated troubled, and has a current MOA, improvement plan, or recovery plan in place, mark "yes," and describe that plan. If the PHA is troubled, but does not have any of these items, mark "no." If the PHA is not troubled, mark "N/A." (24 CFR §903.9)

**C. Statement of Capital Improvements.** PHAs that receive funding from the Capital Fund Program (CFP) must complete this section. ([24 CFR 903.7\(g\)](#))

**C.1 Capital Improvements.** In order to comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan. PHAs can reference the form by including the following language in Section C. 8.0 of the PHA Plan Template: “See HUD Form- 50075.2 approved by HUD on XX/XX/XXXX.”

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This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year and Annual PHA Plan.

Public reporting burden for this information collection is estimated to average 9.2 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. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

**Privacy Act Notice.** The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.



## Attachment A Waiting List Info

Housing Needs of Families on the Waiting List			
Waiting list type: (select one)			
<input type="checkbox"/> Section 8 tenant-based assistance			
<input checked="" type="checkbox"/> Public Housing			
<input type="checkbox"/> Combined Section 8 and Public Housing			
<input type="checkbox"/> Public Housing Site-Based or sub-jurisdictional waiting list (optional)			
If used, identify which development/subjurisdiction:			
	# of families	% of total families	Annual Turnover
Waiting list total	20640		363
Extremely low income <=30% AMI	18644	90.33%	
Very low income (>30% but <=50% AMI)	1750	8.48%	
Low income (>50% but <80% AMI)	221	1.07%	
Families with children	8830	42.78%	
Elderly families	3236	15.68%	
Families with Disabilities	3032	14.69%	
Black	12002	58.15%	
Hispanic	365	1.77%	
Asian	68	.23%	
American Indian	118	.57%	
Characteristics by Bedroom Size (Public Housing Only)			
0 BR	744		33
1BR	10112		258
2 BR	6844		43
3 BR	3660		28
4 BR	1095		1
5 BR	0		0
5+ BR	0		0
Is the waiting list closed (select one)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes			
If yes:			
<b>HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)?</b>			
Does the PHA expect to reopen the list in the PHA Plan year? <input type="checkbox"/> No <input type="checkbox"/> Yes			
Does the PHA permit specific categories of families onto the waiting list, even if generally closed? <input type="checkbox"/> No <input type="checkbox"/> Yes			

**Housing Needs of Families on the Waiting List**

Waiting list type: (select one)

- Section 8 tenant-based assistance
- Public Housing
- Combined Section 8 and Public Housing
- Public Housing Site-Based or sub-jurisdictional waiting list (optional)

If used, identify which development/subjurisdiction:

	# of families	% of total families	Annual Turnover
Waiting list total	8642		854
Extremely low income <=30% AMI	6965	80.60%	
Very low income (>30% but <=50% AMI)	1028	11.89%	
Low income (>50% but <80% AMI)	468	5.41%	
Families with children	4154	48.07%	
Elderly families	329	3.81%	
Families with Disabilities	68	.79%	
Black	6324	73.18%	
Hispanic	320	3.70%	
Asian	25	.29%	
American Indian	61	.71%	

Characteristics by Bedroom Size (Public Housing Only)

0 BR			
1BR			292
2 BR			230
3 BR			151
4 BR			38
5 BR			9
5+ BR			0

Is the waiting list closed (select one)?  No  Yes

If yes:

**HOW LONG HAS IT BEEN CLOSED (# OF MONTHS)? SINCE 5/2021**

Does the PHA expect to reopen the list in the PHA Plan year?  No  Yes

Does the PHA permit specific categories of families onto the waiting list, even if generally closed?  No  Yes

**ALLEGHENY COUNTY HOUSING AUTHORITY  
CENTRAL OFFICE COST CENTER BUDGET  
FYE SEPTEMBER 30, 2023**

Category	2023 BUDGET	COCC Total	Section 8	Public Safety	ROSS
<b>Revenues</b>					
Dwelling Rent	-	-	-	-	-
Non-Dwelling Rent	-	-	-	-	-
Investment Income	15,800	-	15,800	-	-
Other Income	586,800	24,000	37,700	525,100	-
PH Property Management Fees	2,120,143	2,120,143	-	-	-
PH Bookkeeping Fees	689,580	689,580	-	-	-
PH Asset Management Fees	1,077,336	1,077,336	-	-	-
Fees for Service	3,331,880	3,331,880	-	-	-
HUD Contributions:	6,688,067	1,233,004	4,378,099	847,659	229,305
Operating Subsidy	-	-	-	-	-
Capital Funds	1,760,663	1,092,638	-	668,025	-
Section 8 Subsidies	4,378,099	-	4,378,099	-	-
Grants and Mixed Financing	549,305	140,366	-	179,634	229,305
<b>Total Revenues</b>	<b>14,509,606</b>	<b>8,475,943</b>	<b>4,431,599</b>	<b>1,372,759</b>	<b>229,305</b>
<b>Personnel Expenses</b>					
Administrative Salaries	4,266,097	2,801,482	1,464,615	-	-
Administrative Benefits	1,621,117	1,064,563	556,554	-	-
Tenant Services Salaries	166,163	-	-	-	166,163
Tenant Services Benefits	63,142	-	-	-	63,142
Maintenance Salaries	2,291,960	2,291,960	-	-	-
Maintenance Benefits	870,945	870,945	-	-	-
Protective Services Salaries	860,550	-	-	860,550	-
Protective Services Benefits	327,009	-	-	327,009	-
<b>Total Personnel Expenses</b>	<b>10,466,983</b>	<b>7,028,950</b>	<b>2,021,169</b>	<b>1,187,559</b>	<b>229,305</b>
<b>Non Personnel Expenses</b>					
Administration	1,402,750	668,400	700,150	34,200	-
Consultants/Contracts	584,750	232,350	348,400	4,000	-
Legal and Accounting	139,000	125,000	14,000	-	-
Office Supplies	61,800	21,900	36,900	3,000	-
Training and Travel	29,700	22,000	5,200	2,500	-
Private Management Subsidies	-	-	-	-	-
Telephone	107,550	89,250	10,100	8,200	-
Postage and Duplicating	10,700	700	10,000	-	-
Other	384,350	166,600	207,550	10,200	-
Computer Equipment	84,900	10,600	68,000	6,300	-
Office Furniture & Equipment	-	-	-	-	-
Tenant Services	-	-	-	-	-
Recreation, Publications & Other	-	-	-	-	-
Contract Costs, Training & Other	-	-	-	-	-
Utilities	-	-	-	-	-
Maintenance	338,050	296,500	41,250	300	-
Materials	6,000	6,000	-	-	-
Contract Costs	123,050	106,500	16,250	300	-
Maintenance Equipment	209,000	184,000	25,000	-	-
Protective Services	94,200	-	-	94,200	-
Administrative	-	-	-	-	-
Contracts	58,000	-	-	58,000	-
Materials	36,200	-	-	36,200	-
General	736,300	455,700	224,100	56,500	-
Rent	269,000	131,000	110,000	28,000	-
Insurance	360,300	217,700	114,100	28,500	-
Gas and Diesel Fuel	107,000	107,000	-	-	-
Collection Loss	-	-	-	-	-
<b>Total Non Personnel Expenses</b>	<b>2,571,300</b>	<b>1,420,600</b>	<b>965,500</b>	<b>185,200</b>	<b>-</b>
<b>Other Expenses</b>					
Non-Routine Maintenance	-	-	-	-	-
COCC Front Line Expense	-	-	-	-	-
PH Property Management Fee	-	-	-	-	-
PH Bookkeeping Fee	539,460	-	539,460	-	-
PH Asset Management Fee	863,136	-	863,136	-	-
Fees for Service	-	-	-	-	-
Capital Outlays	-	-	-	-	-
Housing Assistance Payments	-	-	-	-	-
<b>Total Other Expenses</b>	<b>1,402,596</b>	<b>-</b>	<b>1,402,596</b>	<b>-</b>	<b>-</b>
<b>Total Expenditures</b>	<b>14,440,879</b>	<b>8,449,550</b>	<b>4,389,265</b>	<b>1,372,759</b>	<b>229,305</b>
<b>Net Income</b>	<b>68,727</b>	<b>26,393</b>	<b>42,334</b>	<b>-</b>	<b>-</b>

**ALLEGHENY COUNTY HOUSING AUTHORITY  
AMP SUMMARY BUDGET  
FYE SEPTEMBER 30, 2023**

Category	2023 BUDGET	Public Housing	DHS	ROSS
<b>Revenues</b>				
Dwelling Rent	10,490,540	10,490,540	-	-
Non-Dwelling Rent	94,670	94,670	-	-
Investment Income	13,830	13,830	-	-
Other Income	942,086	942,086	-	-
Management Fees	-	-	-	-
HUD Contributions:	13,489,660	13,025,600	119,270	344,790
Operating Subsidy	12,908,100	12,908,100	-	-
Capital Funds	-	-	-	-
Section 8 Subsidies	-	-	-	-
Grants and Mixed Financing	581,560	117,500	119,270	344,790
<b>Total Revenues</b>	<b>25,030,786</b>	<b>24,566,726</b>	<b>119,270</b>	<b>344,790</b>
<b>Personnel Expenses</b>				
Administrative Salaries	1,593,700	1,593,700	-	-
Administrative Benefits	605,635	605,635	-	-
Tenant Services Salaries	336,280	-	86,430	249,850
Tenant Services Benefits	127,780	-	32,840	94,940
Maintenance Salaries	1,742,550	1,742,550	-	-
Maintenance Benefits	662,140	662,140	-	-
Protective Services Salaries	-	-	-	-
Protective Services Benefits	-	-	-	-
<b>Total Personnel Expenses</b>	<b>5,068,085</b>	<b>4,604,025</b>	<b>119,270</b>	<b>344,790</b>
<b>Non Personnel Expenses</b>				
Administration	1,788,655	1,788,655	-	-
Consultants/Contracts	204,500	204,500	-	-
Legal and Accounting	214,600	214,600	-	-
Office Supplies	40,100	40,100	-	-
Training and Travel	15,700	15,700	-	-
Private Management Subsidies	461,930	461,930	-	-
Telephone	171,700	171,700	-	-
Postage and Duplicating	15,300	15,300	-	-
Other	654,825	654,825	-	-
Computer Equipment	10,000	10,000	-	-
Office Furniture & Equipment	-	-	-	-
Tenant Services	148,300	148,300	-	-
Recreation, Publications & Other	16,300	16,300	-	-
Contract Costs, Training & Other	132,000	132,000	-	-
Utilities	5,876,000	5,876,000	-	-
Water	1,087,000	1,087,000	-	-
Electricity	1,905,000	1,905,000	-	-
Gas	878,000	878,000	-	-
Sewage	2,006,000	2,006,000	-	-
Maintenance	4,033,900	4,033,900	-	-
Materials	1,693,400	1,693,400	-	-
Contract Costs	2,308,800	2,308,800	-	-
Maintenance Equipment	31,700	31,700	-	-
Protective Services	-	-	-	-
Administrative	-	-	-	-
Contracts	-	-	-	-
Materials	-	-	-	-
General	2,194,713	2,194,713	-	-
Rent	3,000	3,000	-	-
Insurance	2,086,313	2,086,313	-	-
Gas and Diesel Fuel	20,400	20,400	-	-
Collection Loss	85,000	85,000	-	-
<b>Total Non Personnel Expenses</b>	<b>14,041,568</b>	<b>14,041,568</b>	<b>-</b>	<b>-</b>
<b>Other Expenses</b>				
Non Routine Maintenance	-	-	-	-
PH Property Management Fees	2,120,143	2,120,143	-	-
PH Bookkeeping Fees	150,120	150,120	-	-
PH Asset Management Fee	214,200	214,200	-	-
Fees for Services	3,331,880	3,331,880	-	-
Capital Outlays	-	-	-	-
Casualty Loss	38,700	38,700	-	-
<b>Total Other Expenses</b>	<b>5,855,043</b>	<b>5,855,043</b>	<b>-</b>	<b>-</b>
<b>Total Expenditures</b>	<b>24,964,696</b>	<b>24,500,636</b>	<b>119,270</b>	<b>344,790</b>
<b>Net Income</b>	<b>66,090</b>	<b>66,090</b>	<b>-</b>	<b>-</b>

## **Attachment C**

### **Summary of Discretionary Changes in the ACOP and Admin Plan**

As in previous years, both the ACOP and the Admin Plan have been revised to comply with changes in HUD regulations, and, in addition, for 2023 both documents have been substantially reduced through the removal of non-policy language that was added to the 2022 documents.

Matters dealing with procedures and methods for implementing the policies in the ACOP and Admin Plan will, now and in the future, be dealt with using easily updated publically available operating procedures rather than embedding such procedures in the policy documents.

Both the ACOP and Admin Plan will be revised again this fall to incorporate all the required HOTMA changes in definitions of Annual Income, Net family assets, Adjusted Income and program Definitions. It is necessary to make those changes at that time so that families being recertified for January 2024 will take place using the correct policies.

### **Public Housing ACOP**

Wording has been added to comply with the 2016 HOTMA requirement on over-income public housing tenants. Any family that has been determined to be over-income will be informed at the time of the determination, again 12 months later and, finally, when the family reaches 24 consecutive months of over-income status that they will be required to move out of public housing within 6 months of the 24 consecutive months of being determined over-income.

The function of the Public Housing ACOP has been broadened to function additionally as the Tenant Selection Plan for ACHA's LIHTC and multifamily properties, thus putting all policies related to admission, preferences, leasing, recertification and continued occupancy in one policy document.

Throughout the document, citations to the relevant federal regulations have been added. There are 7 local preferences in the ACOP:

- The Commonwealth of Pennsylvania's required Veteran's preference
- A Disaster preference
- A preference for single persons who are elderly or disabled over non-elderly non-disabled single persons in Mixed Population Buildings
- A "special programs" preference for units set-aside for use by social service agency referrals
- An "aging out of foster care" preference
- A preference for individuals referred by nursing homes who do not need full-time nursing care but need affordable housing
- A preference for confidential informants and witnesses to crimes.

Wording has been added to clarify that ACHA will use the gender designation chosen by the family for each member in assigning unit size.

In making unit transfer offers, ACHA has added a priority for voluntary deconcentration transfers.

To improve public safety in ACHA-owned properties overnight visitors are required to be registered with property management. In the unlikely event of a fire or disaster-related evacuation, ACHA will know exactly who needs to be evacuated.

The ACOP notes that individual who qualify for an Earned Income Disallowance before 12/31/2023 will be entitled to the full 24 months of disallowance, but that the EID will be discontinued for anyone who might otherwise qualify after 1/1/2024 due to revised federal law.

### **Admin Plan**

The Admin Plan provides six equal categories of admissions preferences:

- Veteran's Preference
- Community Choice Demonstration Preference for families with children 13 or younger who live in high poverty census tracts
- Public Housing relocatees
- Special Purpose Vouchers
- VAWA preference
- Confidential Informants and Witnesses to Crimes

The waiting list will be updated every 12 to 18 months.

ACHA has opted to offer all applicants who are denied a voucher an Informal Hearing rather than simply an informal review.

Wording has been added about promoting housing opportunities in areas with lower concentrations of low income families, and with better job opportunities and schools. ACHA is making continual efforts to recruit new landlords in these "opportunity neighborhoods". Small area fair market rents combined with higher payment standards make this attractive to owners of rental housing.

ACHA has chosen to perform annual recertifications.



## Attachment D

### Violence Against Women Act Report

**A goal of the Allegheny County Housing Authority is to fully comply with the Violence Against Women Act (VAWA). It is our objective to work with others to prevent offenses covered by VAWA to the degree we can.**

**The Allegheny County Housing Authority provides or offers the following activities, services, or programs, either directly or in partnership with other service providers, to child or adult victims of domestic violence, dating violence, sexual assault, or stalking.**

- We refer people to the Center for Victims of Violent Crime.

**The Allegheny County Housing Authority provides or offers the following activities, services, or programs that help child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing.**

- We have an admission preference for victims of domestic violence in our Housing Choice Voucher Program.

**The Allegheny County Housing Authority provides or offers the following activities, services, or programs to prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.**

- Our Public Safety Department has a variety of programs that help prevent domestic violence, dating violence, sexual assault, and stalking, or to enhance victim safety in assisted families.

**The Allegheny County Housing Authority has the following procedures in place to assure applicants and residents are aware of their rights under the Violence Against Women Act.**

- All new HCV applicants are notified of their rights prior to entering the program and are always available for private consultations on their rights and responsibilities under VAWA.
- Applicants/residents are able to self-certify by completing a VAWA form (HUD-5382), submit in documentation such as police reports, PFAs or make an oral request.
- Approval of the domestic violence preference will be determined by HMO's-HCV's Leasing Administrator, HMO-HCV Director Staff, or in some cases the ACHA Police Department.
- The HMO-HCV Leasing Administrator is the point of contact for all domestic violence communications.
- Approved applicants/residents of the domestic violence preference will receive an approval letter along with further instructions on the next steps of the VAWA preference process.



- Approved applicants/residents of the domestic violence preference are able to select sites of their choice regardless of whether that particular site's waiting list / bedroom size is closed. Such applicant/resident family must meet all eligibility requirements.
- Approved applicants/residents of the domestic violence preference are placed on the waiting list based on their original date and time sequence of approval of their preference within the domestic violence preference category.
- When a unit becomes available and the approved domestic violence applicant/resident reaches the top of the waiting list, a Property Manager from the site they selected will contact them to complete a 2<sup>nd</sup> Phase eligibility process or mail out documentation. A VAWA preference does not guarantee admission. VAWA applicants/residents must meet all eligibility requirement.
- When a public housing resident reports domestic violence, dating violence, sexual assault or stalking, ACHA will ensure that the family receives counseling and assistance with their housing options, which include:
  - Remaining in their public housing unit while ACHA bifurcates the lease and evicts the individual committing the VAWA offense;
  - Transferring to a different ACHA community; or
  - Applying for a Housing Choice Voucher with the VAWA preference so they may port out of Allegheny County if they wish.

Attachment E  
Deconcentration Policy in ACOP

### 10.3 Selection From the Waiting List

The Allegheny County Housing Authority shall follow the statutory requirement that at least 40% of newly-admitted families in any fiscal year are families whose annual income is the higher of either 30% of the area median income or the Federal poverty level (defined at <http://www.huduser.org/portal/datasets/il/ill4/index.html> as extremely low-income). To ensure this requirement is met, the Housing Authority shall monitor the incomes of both newly-admitted families and families on the waiting list on a quarterly basis. If it appears that the requirement to house extremely low-income families will not be met, the Housing Authority will skip higher-income families on the waiting lists to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting lists we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

### 10.4 Deconcentration Policy

It is the Allegheny County Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Allegheny County Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement.

### 10.5 Deconcentration Incentives

The Allegheny County Housing Authority may offer one or more incentives to encourage applicant families whose income classification would help to meet the deconcentration

goals of a particular development. In addition, ACHA may offer higher income families voluntary transfers to developments with lower average incomes. Should families accept these voluntary transfers, ACHA will pay their moving costs.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner.

\*\*\*\*\*

In addition to the above policy, an annual analysis is made to determine if the ACHA sites are exempt or non-exempt from this requirement,

## Attachment F Progress Report

<b>Goal One: Maintain and enhance financial viability in the face of the expected federal deficit reductions over the next five years.</b>	
Objective	Progress
Maximize developer fees and fee income.	Successfully ongoing.
Maximize revenue from high-rise rooftops.	Maintaining what we have and looking for new opportunities.
Re-examine the AMP budget-making process to reduce AMP losses. All budgeted losses must be specifically approved by the Executive Director. AMPs that lose money for three consecutive years must be presented to the Board of Directors' for their approval if the Executive Director wants to retain the property for non-economic reasons.	Looking at each property on a regular basis and making appropriate decisions. Waiting on HUD to approved plan do break out AMPs.
Focus on healthcare cost reductions.	Accomplishing.
The HCV Department shall generate a total of \$700,000 in non-HUD funds by October 1, 2024.	Accomplishing.
Sell Non-HCV Allegheny County Housing Authority services to other public entities in order to bring in a total of \$1 Million in non-federal funds by October 1, 2024.	Accomplishing.
Reduce uncollectable rent by 25% a year for each of the next five years.	Ongoing but difficult in the COVID-19 environment.
Examine all real estate owned by ACHA and sell where appropriate. Look particularly at the scattered site units.	Accomplishing.

<b>Goal Two: Enhance the quality of life for all Allegheny County Housing Authority residents and/or Housing Choice Voucher participants.</b>	
Objective	Progress
Create more attractive living environments by creatively and wisely expending Capital Funds and other available money.	Accomplishing. Heritage Highlands, Castlegate and Burtner.
Offer two new appropriate programs per year per site to help families achieve self-sufficiency through our partners.	Accomplishin
Offer at least one new appropriate program per site to enhance the quality of life for our senior residents and people with disabilities through our partners.	Accomplishing.
Reduce major crimes in our sites by 25% over the next five years.	Accomplishing.
Increase participation in after-school programs available to resident children by 50% by October 1, 2024.	Accomplishing.
Attract 3% more working families (excluding seniors and disabled) per year to public housing. We are at ????? today.	Accomplishing.
Use flat rents to retain more working families in public housing.	Accomplishing.
Enhance the capacity of Resident Councils and the leadership and fundraising skills of its leaders.	Accomplishing.
Create 100 new low-income homeowners by October 1, 2024.	Ongoing- however made difficult by spike in housing market. Due to interest rate increases.
Treat our residents and Housing Choice Voucher participants with respect and recognize that they are our customers and partners.	Accomplishing.

<b>Goal Three: Achieve and maintain high performer status under PHAS and retain high performer status under SEMAP for all five years.</b>	
Objective	Progress
Maintain an agency-wide 98% occupancy rate. Any property falling below 90% for a quarter will be required to develop a new occupancy plan to raise their percentage.	Ongoing.- ACHA holds monthly meetings to review occupancy.
Respond to all work orders within 24 hours for emergencies	Accomplishing.
Maintain at least a 99% lease-up for the voucher baseline.	Accomplishing
Increase portability absorption by 10% a year over the next five years.	Accomplishing
Obligate and expend all CFP funds in the statutory timeframes.	Accomplishing.

Maintain zero audit findings in the annual audit for all five years.	Accomplishing.
Overall achieve at least 90% of the available points in the PHAS physical inspection process.	Trying, currently at ???%.
No AMP shall have a TAR rate that exceeds 1.5% on an annual basis for the next five years.	COVID and the Eviction Moratorium is making this impossible. HUD has revised the allowable AMP TAR Percentage to 20% for PHAS.
Increase the financial score in PHAS by increasing the Allegheny County Housing Authority's operating reserves by \$500,000 a year over the next five years.	Accomplishing. – Difficult with the Eviction Moratorium and uncollected rents.

<b>Goal Four: Create or generate 500 new or enhanced affordable housing opportunities by October 1, 2024.</b>	
<b>Objective</b>	<b>Progress</b>
At least half of the new affordable housing shall be in non-impacted neighborhoods.	Accomplishing.
Develop at least two properties as the sole developer over the five year period.	Challenging.
Apply for all new Housing Choice Voucher opportunities, including VASH and Mainstream that are appropriate.	Accomplishing.
Acquire or develop at least one special needs housing facility by October 1, 2024.	Accomplishing.
Analyze all local properties achieving the end of their initial compliance period to determine if any should be acquisition targets.	Accomplishing, particularly focusing on partnership we are participating in.

<b>Goal Five: Continue enhancing the image of the Allegheny County Housing Authority.</b>	
<b>Objective</b>	<b>Progress</b>
Develop and implement a positive public relations campaign.	Accomplishing.
Have an Allegheny County Housing Authority spokesperson address at least ten community groups per year.	Accomplishing.
Generate at least six positive media stories per year.	Accomplishing.
Enhance the amount of outreach to Section 8 landlords and potential landlords.	Accomplishing.

<b>Goal Six: Maintain excellent key Allegheny County Housing Authority personnel for the next five years.</b>	
<b>Objective</b>	<b>Progress</b>
Continue to re-examine policies to ensure that appropriate incentives are present for excellent performance.	Accomplishing.
Continue to provide competitive salaries and benefits to employees.	Accomplishing.
Attempt to negotiate a union contract that allows for flexible work schedules.	Attempting however difficult negotiating with the unions.
Ensure that appropriate training is available to employees where applicable.	Accomplishing.
Maintain a positive workplace with high employee morale.	Incremental progress being accomplished
Maintain adequate service to our residents in the face of draconian cuts in the programs by HUD and Congress.	Funding is better but still insufficient.

**ACHA MANAGER AMP GOALS AND OBJECTIVES-5-YEAR PLAN 2019 - 2024**

**AMP 101 Sheldon Park**

<b>Goal One: Establish a "Block Watch" program in Sheldon Park by December 31, 2020.</b>	
<b>Objective</b>	<b>Progress</b>
Assess the needs of the residents, age group, and designated subdivisions of the neighborhood.	Ongoing
Manager will meet with ACHA Chief of Police and local law enforcement to establish guidelines and objectives.	Challenging. Management has met with the Chief's (ACHA and Natrona Heights) separately and will meet them together in the future. Meetings continue on a regular basis.

<b>Goal Two: Encourage residents to take advantage of the assistance Resident Service staff is able to provide by December 31, 2022.</b>
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Objective	Progress
Refer residents to the Resident Service staff when they are having specific problem (s) and/or concerns.	Ongoing
Conduct monthly meetings with the Resident Service staff. This will allow the manager to receive updates on the resident's concerns.	Ongoing

Goal Three: Implement "Project Bundle Up" in Sheldon Park by December 31, 2022.	
Objective	Progress
Manager will bring together resident council officers and community volunteers from Natrona Heights to start and maintain this project..	Ongoing.
Monitor the program following its inception.	Ongoing

**AMP 102 Golden Towers, Rachel Carson Hall, Philip Burtner & Brackenridge Hall**

Goal One: Design and implement a block watch and floor captains program at Brackenridge, Carson, Golden, and Burtner residents and local police participation by December 31, 2022. Improve communication with ACHA police and local police.	
Objective	Progress
Hold quarterly meeting with residents, ACHA police, and local police to discuss the success of the "Block Watch".	Accomplished and continuing
Encourage participation by being involved.	Accomplished and continuing

Goal Two: Establish a Resident Council at Brackenridge, Carson, Golden, and Burtner by December 31, 2022.	
Objective	Progress
Discuss benefits and encouraging resident inputs regarding site concerns.	Accomplishing
Encourage participation by all residents. Designate a garden area.	Ongoing

Goal Three: Install security plates at Carson and Golden by December 31, 2022.	
Objective	Progress
Obtain Quotes for materials.	Ongoing
Meet with Director of HMO, Director of Facilities Management, and Development Department to discuss funding options to schedule deadbolt installations.	Ongoing

Goal Four: Develop and implement programs/activities for the children at Burtner by December 31, 2023.	
Objective	Progress
Partner with the neighboring YMCA and Boys & Girl Scouts programs to implement/recruit children from the site to enroll in their youth programs.	Ongoing - Due to Covid YMCA experienced low turnout. _ Goal on hold due to Modernization
Implement seasonal/monthly activities for the children to participate in onsite or in Golden's Community Room such as Easter Egg Hunts, site cleanup day, computer workshops, etc.	Ongoing- Goal on hold due to Modernization
Begin landscaping activities for elderly Burtner residents.	Ongoing- Goal on hold due to Modernization

Goal Five: Offer Smoking Cessation Classes by December 31, 2024	
Objective	Progress
Healthy residents and clean sites.	Ongoing
Reduce the cost in unit turn overs due to residents not smoking in their units	Ongoing

Goal Six: Install, Repair, or Replace necessary parts to the elevators at Golden Towers, Brackenridge, and Carson eliminating service interruptions by December 31, 2024.	
Objective	Progress
Work I.C.E. and ACHA Development to isolate issue and resolve the concerns.	Ongoing- Golden Tower and Carson Elevators have been replaced. Brackenridge to be completed in Fiscal 2023.
Partner with the local police agency, along with Housing Police to set up a protocol for the residents to report seeing crimes or suspicious activities being committed.	Accomplished and Ongoing

**AMP 103 Pine Ridge Heights**

Goal One: Install surveillance cameras by December 31, 2020	
Objective	Progress

Work with ACHA Police Chief to establish a timeline in completing a camera system.	Ongoing- Chief is in the process of assessing needs at all ACHA sites
Contact PHFA for approval of the purchase of the surveillance system.	Ongoing

<b>Goal Two: Replace bathroom ceiling lights and replace plastic toilet seats for all units by December 31, 2021.</b>	
<b>Objective</b>	<b>Progress</b>
Replace current lights with brighter LED bulbs and plastic toilet seats for health and safety concerns	Accomplished. Residents changed their mind on toilet seats, no longer need to replace.
Meet with residents and explain why ACHA are replacing lighting and toilet seats in the bathrooms	Accomplished

<b>Goal Three: Install patio door awning by December 31, 2022</b>	
<b>Objective</b>	<b>Progress</b>
Meet with Facilities Management to determine type of awning to order and install.	Accomplished
Meet with the residents and explain when and why the awning doors are being installed.	Accomplished

<b>Goal Four: Address resident bullying by December 23, 2023</b>	
Partner with various social service agencies to speak with residents about bullying.	Accomplished
Hold resident meetings discussing actions of residents and lease violations quarterly and/or individual meetings if necessary.	Accomplished

#### AMP 201 Sharps Terrace

<b>Goal One: Establish a Partnership with Toys for Tots by December 31, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Ensure all children will receive a holiday gift from the Allegheny County Housing Authority.	Accomplished

<b>Goal Two: Install all new hot water tanks in all the units by December 31, 2023</b>	
<b>Objective</b>	<b>Progress</b>
The tanks will lower utility consumptions and lower the chances of the tanks leaking. ACHA must get investor's approval	Ongoing

<b>Goal Three: Install FOB system in community room/library/laundry room by December 31, 2022</b>	
<b>Objective</b>	<b>Progress</b>
Get vendor quotes on a FOB system and get investor approval on getting the system installed.	Ongoing

#### AMP 202 Blawnox Apartments & Springdale Manor

<b>Goal One: Create activities for resident/resident council by December 31, 2021.</b>	
<b>Objective</b>	<b>Progress</b>
Work with residents to plan monthly trips in local areas to keep residents active.	Accomplished and Ongoing
Work on getting an active resident council at Springdale.	Ongoing
Designate a small area outside where residents could have a workable vegetable garden and/or flower garden.	Ongoing

<b>Goal Two: Create an Exercise and Nutritional Program for Residents by December 31, 2022</b>	
<b>Objective</b>	<b>Progress</b>
Work with other social service agencies to provide exercise classes in the community room.	Ongoing
Purchase some small Exercise Items for Resident's use.	Ongoing
Partner with Outside Agencies to hold sessions on Nutrition/Exercise.	Ongoing

<b>Goal Three: Partner with an organization to have a visiting nurse by December 31, 2023</b>	
<b>Objective</b>	<b>Progress</b>
Work with local health providers to assist residents with blood pressure, sugar levels, and stress.	Ongoing

<b>Goal Four: Upgrade Sites by December 31, 2024</b>	
<b>Objective</b>	<b>Progress</b>

Key Fob System (Springdale), Replace closet doors in unit (Blawnox), and change signage at Springdale parking lot,	Ongoing
Replace Blawnox Roof	Accomplished

<b>Goal Five: Educate residents on social programs and HUD proposed changes by December 31, 2024</b>	
<b>Objective</b>	<b>Progress</b>
Work with agencies to provide information on life and renters insurance. Inform residents of the different options when it comes to insurances.	Accomplished and Ongoing
Educate residents on all proposed HUD changes regarding the affordable housing.	Ongoing

<b>Goal Six: Offer Smoking Cessation Classes by December 31, 2024</b>	
<b>Objective</b>	<b>Progress</b>
Healthy residents and clean sites.	Ongoing
Reduce the cost in unit turn overs due to residents not smoking in their units	Ongoing

**AMP 203 Robert J. Corbett Apartments & West View Towers**

<b>Goal One: Reestablish "Active" Resident Councils by December 31, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Encourage residents to run for resident council office	Accomplished and Ongoing
Have training sessions with resident council officers conducted by ACHA Resident Services Staff	Accomplished and Ongoing

<b>Goal Two: Start up 412 Food Program and Educate Residents about various Food programs available to the residents by December 31, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Recruit Residents to volunteer to help with the 412 Program.	Accomplished and Ongoing
Increase resident's awareness and participation of food programs. Management and Resident Service Staff will hold informational meetings.	Accomplished and Ongoing

<b>Goal Three: Encourage Residents to participate with Support Services by December 31, 2021</b>	
<b>Objective</b>	<b>Progress</b>
Recruit residents to participate with local schools and organizations to have children come in and work with the residents to make craft items and other activities	Ongoing
Promote senior fitness programs such as yoga & meditation, and other various exercises	Ongoing
Schedule informational meetings concerning senior safety and fraud protections	Ongoing

<b>Goal Four: Encourage Residents to work with various organizations by December 31, 2022</b>	
<b>Objective</b>	<b>Progress</b>
Recruit residents to participate in making and donating blankets or small items for local Veterans and distribute to the VA Hospital	Ongoing
Recruit residents to participate in a Toy Drive and distribute to local children at Pittsburgh's Children's Hospital	Ongoing

<b>Goal Five: Encourage Community Room usage by December 31, 2023</b>	
<b>Objective</b>	<b>Progress</b>
Promote residents to use community room for various social events such as game night, movie night, holidays gathering	Accomplished and Ongoing- established BINGO night

**AMP 301 Hays Manor**



<b>Goal One: Establish an active Resident Council by December 31, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Work with ACHA staff to review concerns, plan future activities and help boost all areas of the community	Ongoing
Hold meetings with residents to raise awareness on the importance of an active council	Accomplished and Ongoing
Establish relationships with local businesses to create donations for Resident council events	Ongoing

<b>Goal Two: Establish a Family Self Sufficiency (FSS) Participation and Enrollment and Interactions with the FFSS Coordinator by December 31, 2021</b>	
<b>Objective</b>	<b>Progress</b>
Establish candidates for program	Ongoing
Conduct quarterly meetings showing the benefits of FSS	Ongoing
Create programming to encourage tenant participation	Ongoing

<b>Goal Three: Strengthen external relationship with local police and organizations (partnering with ACHA Public Safety) by December 31, 2023</b>	
<b>Objective</b>	<b>Progress</b>
Educate residents and remove negative stigma of the police	Ongoing
Educate youth to have positive interactions with police officials	Ongoing
Work with local police and ACHA Public Safety to create programming to reinforce community safety	Ongoing

#### AMP 302 Ohioview Towers

<b>Goal One: Establish an active Resident Council by December 31, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Encourage residents to participate in resident council	Ongoing- in process of electing
Partner with ACHA Resident Service Staff on educating residents on why they would benefit to having an active resident council	Ongoing

<b>Goal Two: Educate Residents on Budgeting, Costs, and Repairs by December 31, 2021</b>	
<b>Objective</b>	<b>Progress</b>
Educate residents about ACHA annual budget (s)	Ongoing
Make residents more aware of HUD decrease in funding	Ongoing
Educate residents about the cost of supplies and repairs	Ongoing

<b>Goal Three: Provide rent collection education and lowering delinquency to 5% by December 31, 2023</b>	
<b>Objective</b>	<b>Progress</b>
Educate residents about asset management and Ohio View Towers budget	Ongoing
Educate residents about the importance of paying bills on time	Ongoing
Partner with Resident Services to start on financial literacy classes	Ongoing
Meet with residents twice a year to discuss finances (ACHA budget and tenant delinquencies)	Ongoing

<b>Goal Four: Offer Smoking Cessation Classes by December 31, 2024</b>	
<b>Objective</b>	<b>Progress</b>
Healthy residents and clean sites.	Ongoing
Reduce the cost in unit turn overs due to residents not smoking in their units	Ongoing

#### AMP 303 Groveton Village

<b>Goal One: Install cameras on site by December 31, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Work with Public Safety to acquire funds to purchase and install cameras	Accomplished and Ongoing. Cameras were installed and being monitored by ACHA Police
Educate residents regarding new cameras installed	Accomplished and Ongoing

<b>Goal Two: Support current Resident Council in its efforts to build a stronger relationship with the residents and continue providing community events by December 31, 2020</b>	
<b>Objective</b>	<b>Progress</b>

Attend meetings and events held by Resident Council	Accomplished and Ongoing
Invite Executive Staff members to attend at least three resident council meetings yearly	Accomplished and Ongoing

**AMP 305 Uansa Village**

<b>Goal One: Establish an active Resident Council by December 31, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Encourage residents to participate in resident council	Ongoing
Have meetings with residents to discuss establishing an active council and the benefits of an active council	Ongoing

<b>Goal Two: Improving the curb appeal at Uansa Village by December 31, 2022</b>	
<b>Objective</b>	<b>Progress</b>
Teach the young children in Uansa Village responsibility by facilitating neighborhood cleanup days with a reward program	Ongoing
Improve property for REAC	Ongoing
Monitor progress and cooperation from the residents	Ongoing

<b>Goal Three: Reduce Delinquency by 50% by December 31, 2023</b>	
<b>Objective</b>	<b>Progress</b>
Educate the residents of the importance of paying rent on time	Ongoing
Find local agencies to assist with delinquent rent payments	Ongoing- Using ERAP program to assist

**AMP 401 Millvue Acres, Carver Hall**

<b>Goal One: Support an Active Resident Council by December 31, 2021</b>	
<b>Objective</b>	<b>Progress</b>
Work with Resident Services Coordinator to review concerns of community and plan future activities to unite the community	Accomplished and Ongoing
Have meetings with the current Resident Council to raise awareness on the importance of an active Resident Council	Accomplished and Ongoing
Encourage regular scheduled and advertise to the residents of the Resident Council meetings	Accomplished and Ongoing

<b>Goal Two: Educate Residents on how the work order system works by December 31, 2022</b>	
<b>Objective</b>	<b>Progress</b>
Educate on the importance of calling the work order number regarding maintenance issues at the Manager/Tenant meeting	Accomplished and Ongoing
Create a system to ensure tenant generated work orders are completed within three days	Accomplished and Ongoing
Follow up with inspections to ensure the work needed was completed	Accomplished and Ongoing

<b>Goal Three: Provide Budgeting classes by December 31, 2023</b>	
<b>Objective</b>	<b>Progress</b>
Work with FSS Coordinator to establish a Budget Program	Ongoing
Educate tenants on the FSS program during Manager/Tenant meetings	Accomplished and Ongoing
Establish incentives for completing Budget Program	Ongoing

<b>Goal Four: Improve site curb appeal by December 31, 2023</b>	
<b>Objective</b>	<b>Progress</b>
Meet with facilities management, landscape vendors, and maintenance staff to create ideas to improve curb appeal	Accomplished and Ongoing
Improve REAC score	Ongoing
Communicate with tenants during Manager/Tenant meetings on helping keep their community clean	Accomplished and Ongoing

**AMP 403 Truman/West Mifflin Manor**

<b>Goal One: Reestablish an “active” Resident Council at Truman and West Mifflin by June 20, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Partner with Resident Service Staff to educate the residents on the importance of having an “active” resident council	Ongoing. West Mifflin has a Tenant Council

<b>Goal Two: Educate Residents on the importance of life skills (budgeting, housekeeping, and healthy diet) by December 31, 2021</b>	
<b>Objective</b>	<b>Progress</b>
Identify and contact local Health providers to assist ACHA residents with life skill classes three times a year	Ongoing
Partner with Resident Service Staff with finding guest speakers to speak at manager meetings on the importance of life skills	Accomplished and Ongoing

<b>Goal Three: Establish Floor Captains at Truman and West Mifflin by December 31, 2021</b>	
<b>Objective</b>	<b>Progress</b>
Educate the residents on the importance of having floor captains	Accomplished and Ongoing
Educate the selected floor captains what their responsibilities will be (health and Safety)	Accomplished and Ongoing
Partner with the ACHA Resident Service Staff	Ongoing

<b>Goal Four: Offer Smoking Cessation classes at Truman and West Mifflin by December 31, 2022</b>	
<b>Objective</b>	<b>Progress</b>
Healthy residents and clean site	Ongoing
Prevent lease termination for residents violating the ACHA smoke free policy	Ongoing
Partner with Tobacco Free – Allegheny and Resident Service Staff to educate the residents of the benefits on being a smoke free building	Ongoing

**AMPS 501-504 Homestead Partnerships, D,B,A,C**

<b>Goal One: Develop and Implement a Theater and Arts Program for Residents by December 31, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Partner with Jewish community center/community Life center and UPMC Supportive Services and other entities to help bring in plays, musicals, arts, and crafts programs	Accomplished
Monthly Movie and game night for residents	Ongoing and in process.

<b>Goal Two: Update the antiquated FOB entry door system on all buildings (A,B,C, and D) by December 31, 2021</b>	
<b>Objective</b>	<b>Progress</b>
Obtain quotes and investor approval to pay for cost out of replacement.	Accomplished

<b>Goal Three: Do a Cyclical Hallway Carpet Replacement in Four Buildings (A,B, C, and D) by December 31, 2022</b>	
<b>Objective</b>	<b>Progress</b>
Obtain investor approval to replace four (4) per year with new carpeting until all 12 floors in each building are completed	Ongoing

<b>Goal Four: Increase Tenant Participation on Health and Wellness Programs by December 31, 2023</b>	
<b>Objective</b>	<b>Progress</b>
Have UPMC Supportive Services and ACHA Resident Services bring in speakers and agencies concerning health care, identity theft, diet, and exercise programs	Ongoing
Work with UPMC Nurses to increase resident knowledge of medicines and health screening and work with Community Life Center to have health fairs	Accomplished and Ongoing

**AMP 602 General Braddock Towers & Maplevue Terrace**

<b>Goal One: GBT – Establish Floor Captains by December 31, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Meet with residents and explain the purpose of being a floor captain	Ongoing
Encourage residents to become more aware of community issues that pose threats to building health and safety	Ongoing
Have service coordinators and ACHA Resident Service coordinators assist with efforts to establish floor captains	Ongoing

<b>Goal Two: GBT – Establish a Crime Watch Program by June 30, 2021</b>	
<b>objective</b>	<b>Progress</b>
Encourage residents to assist with the prevention of crime	Ongoing
Meet with ACHA Police and local police/fire Officials to establish better communication among all parties.	Ongoing

<b>Goal Three: GBT – Repave driveway and site parking lot areas by December 31, 2022</b>	
<b>Objective</b>	<b>Progress</b>
Work with Development to secure funding to repave driveways and rear and parking lot areas.	Accomplished

<b>Goal Four: Maplevue Terrace – Budgeting, Finance, and Housekeeping Programs by December 31, 2022</b>	
<b>Objective</b>	<b>Progress</b>
Educate the residents of the importance of paying monthly rent on time	Ongoing
Establish a budget and finance program for residents with delinquent balances. ACHA Resident Service Staff will play a major role	Ongoing
Work with ACHA Resident Service Coordinator to establish “life skills” classes to educate residents on housekeeping standards and health and safety	Ongoing

<b>Goal Five: Replacement of Roofs and Storage Entry Doors by December 31, 2023</b>	
<b>Objective</b>	<b>Progress</b>
Work with Development and Finance departments to secure funding to complete of roofs and storage doors entry door	Ongoing

#### APM 701 Dumplin Hall

<b>Goal One: Repair or replace the cameras that are not working by December 31, 2020.</b>	
<b>Objective</b>	<b>Progress</b>
Obtain a quote to address cameras system and promote the safety of the residents and their families. Management will get investor’s approval.	Accomplished- and ongoing. Working on a FOB system for the building.

<b>Goal Two: Install new intercom system by December 31, 2020.</b>	
<b>Objective</b>	<b>Progress</b>
Allow management and residents to communicate with guest before allowing access to the building. Management will get investor’s approval.	Accomplished

<b>Goal Three: Partnering with other social services agencies to promote life skills by October 31, 2022</b>	
<b>Objective</b>	<b>Progress</b>
Management holding quarterly meetings addressing ACHA and residents’ concerns at Dumplin Hall.	Accomplished and Ongoing

#### AMP 702 Jefferson Manors

<b>Goal One: Reestablish an “active” Resident Council by June 30, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Educate the residents on the importance of having a resident council	Accomplished
Partner with ACHA Resident Service staff to survey residents to see who is interested in becoming a resident council officer	Accomplished
Establish more resident activities in the building (bingo, holiday dinners, and card games)	Accomplished

<b>Goal Two: Educate the residents on Budgeting, Housekeeping, Financing and being Healthy by December 31, 2022</b>	
<b>Objective</b>	<b>Progress</b>
Partner with ACHA Resident Service Staff and varies social service agencies to speak at manager/resident meetings	Ongoing
Increased DDP to 90% of the residents on DDP, currently at 80%	Ongoing
Scheduled guest speakers to speak on budgeting, housekeeping, financing, and healthy living	Ongoing

<b>Goal Three: Replace Building Entrance Door by December 31, 2023</b>	
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Objective	Progress
Meet with ACHA Financial Department to see if there are funds available in AMP Budget for a new Entrance door	Ongoing
Meet with the Development Department to see if they are available to reallocated funds for the new entrance door	Ongoing
Give the resident a sense of extra security when the new entrance door is installed	Ongoing
<b>Goal Four: Offer Smoking Cessation Classes at Jefferson by December 31, 2022</b>	
Objective	Progress
Prevent serving LTN's to residents violating the ACHA smoke free policy	Ongoing
Promoting a healthy and safety building to the residents	

#### AMP 702 Prospect Terrace

<b>Goal One: Partner with Resident Council to provide more resident activities by December 31, 2020</b>	
Objective	Progress
Partner with various social service agencies to provide additional activities	Accomplished Ongoing
Partner Resident Service Staff and BJWL to provide field trips	BJWL no longer at Prospect
Partner with ACHA Police to explain to the children the importance of obeying the law	Ongoing

<b>Goal Two :Educate Residents on Budgeting, Housekeeping, and the ACHA Lease by December 31, 2021</b>	
Objective	Progress
Partner with Resident Service staff to bring guest speakers to speak on budgeting and housekeeping	Ongoing
ACHA management will speak at manager/resident meetings regarding enforcement of the ACHA lease.	Ongoing
	Ongoing

<b>Goal Three: Build a community center on the site by October 1, 2024</b>	
Objective	Progress
Emphasize and educate our current and new residents and the children of Prospect Terrace by building a strong community with each resident and their neighbor. Bringing residents together as one Community. The Center would bring residents and children together by doing things together, learning and growing alongside each other, treating your community with pride and respect. Respect yourselves and others that live with you. You give the children of Prospect a sense of pride in them and hope for something more in their lives.	Ongoing
Hold a number of meetings with ACHA Development and ACHA Finance	Ongoing

#### AMP 703 Commerce Plaza Apartments

<b>Goal One: Reestablish an "active" Resident Council by October 31, 2020</b>	
Objective	Progress
Work with Resident Services to establish a resident council	Accomplished and Ongoing
Create activities that will enrich residents quality of life	Accomplished and Ongoing

<b>Goal Two: Maintain Elderly Designated at Commerce Plaza Hi-rise by December 31, 2021</b>	
Objective	Progress
Evaluate waiting lists every six months to make sure we have 62 years of age or older on the waiting list	Ongoing
Work directly with Leasing Administrator to market Commerce Plaza to the elderly population	Accomplished Ongoing

<b>Goal Three: Create site specific community emergency preparedness plan (including supplies) by December 31, 2023</b>	
Objective	Progress
Partner with Pittsburgh Mercy service coordinator and ACHA Resident Service Staff to establish a plan.	Ongoing
Educate residents on establishing an emergency plan	Ongoing

<b>Goal Four: Budgeting and Housekeeping classes by December 31, 2023</b>	
Objective	Progress
Educate the residents on paying rent on time that will result in zero delinquency	Ongoing

Partner with social service agencies on housekeeping classes and the importance of maintaining your unit	Ongoing
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**AMP 704 John Fraser Hall**

<b>Goal One: Maintain exceptional building conditions – interior and exterior by October 1, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Maintain landscaping with bi-annual professional maintenance. Continue to praise maintenance staff for their curb appeal of the building	Accomplished and Ongoing
Annual carpet cleaning of common areas	Accomplished and Ongoing

<b>Goal Two: Strengthen external relationship with police, EMT, and emergency Responders by December 31, 2021</b>	
<b>Objective</b>	<b>Progress</b>
Conduct town hall (semi-annually/quarterly) meetings with ACHA Police, residents, and local officials to reassure residents about health and safety.	Accomplished

<b>Goal Three: Create an Office System for greater productivity by December 31, 2023</b>	
<b>Objective</b>	<b>Progress</b>
Establish an efficient system for filing tax credit files – all TIC’s electronic and accessible on hard drive and jump drive	Accomplished and Ongoing
Create an office blueprint that can be used county wide for set up	Ongoing
Update all binders and tenant reference library	Accomplished

<b>Goal Four: Create a media center within John Fraser Hall for residents to enjoy by December 31, 2024</b>	
<b>Objective</b>	<b>Progress</b>
Create and make a plan with local organization for donations and/or grant writing for funds. Possible naming rights of media center	Ongoing
Obtain equipment and cable internet services through a provider	Accomplished
Install additional cameras and additional key FOB provisions for residents	Accomplished

**AMP 705/820 Scattered Sites**

<b>Goal One: Repositioning the Scattered Sites so they become Project based units for Scattered sites units that meet the repositioning requirements by December 31, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Repositioning Scattered Sites units will allow additional funds to go to ACHA	Ongoing.
ACHA will have the option to keep or sale remaining scattered sites units that have not been repositioned	Ongoing

**AMP 801 Negley Gardens**

<b>Goal One: Establish a Resident Council by December 31, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Work with ACHA staff to review concerns with past councils	Accomplished
Have meetings with residents to discuss establishing an active council	Ongoing
Setup requirements for being eligible to serve, establish nominations and schedule elections	Ongoing

<b>Goal Two: Establishing partnerships with the surrounding communities and social service agencies to address transportation options for residents by December 31, 2023.</b>	
<b>Objective</b>	<b>Progress</b>
Investigate local organizations for assistance	Ongoing

**AMP 805/806 Pleasant Ridge I & II**

<b>Goal One: Establish a Resident Council at Pleasant Ridge by June 30, 2020</b>	
<b>Objective</b>	<b>Progress</b>
Educate the resident of the importance of having a resident council (ACHA Resident Service Staff will play a major role in accomplishing this goal)	Ongoing
Hold meetings educating the residents on the benefits of having a resident council.	Ongoing

<b>Goal Two: Educate Residents on ACHA Budgets, Costs, and Repairs by December 31, 2021</b>	
<b>Objective</b>	<b>Progress</b>
Educate residents on ACHA budget	Ongoing
Inform the residents about HUD funding (increase vs. decrease)	Ongoing
Educate residents about the cost of supplies and repairs	Ongoing

<b>Goal Three: To increase working residents at Pleasant Ridge by 2% each year by December 31, 2023</b>	
<b>Objective</b>	<b>Progress</b>
To connect all unemployed residents with the service provider	Ongoing
Monitor all zero income renters	Ongoing
Educate the residents about programs that can help and also how it will improve their lives.	Ongoing

**AMP 807/808 Meyers Ridge I & II**

<b>Goal One: Establish a Resident Council at Meyers Ridge by June 30, 2022</b>	
<b>Objective</b>	<b>Progress</b>
Educate the resident of the importance of having a resident council (ACHA Resident Service Staff will play a major role in accomplishing this goal)	Accomplished and Ongoing
Hold meetings educating the residents on the benefits of having a resident council.	Accomplished and Ongoing

<b>Goal Two: Educate Residents on ACHA Budgets, Costs, and Repairs by December 31, 2022</b>	
<b>Objective</b>	<b>Progress</b>
Educate residents on ACHA budget	Ongoing
Inform the residents about HUD funding (increase vs. decrease)	Ongoing
Educate residents about the cost of supplies and repairs	Ongoing

<b>Goal Three: To increase working residents at Meyers Ridge by 2% each year by December 31, 2023</b>	
<b>Objective</b>	<b>Progress</b>
To connect all unemployed residents with the service provider	Ongoing
Monitor all zero income renters	Ongoing
Educate the residents about programs that can help and also how it will improve their lives.	Ongoing

**AMP 814/815 Dalton Edge I and II**

<b>Goal One: Increase NAMS and Community Life Participation by December 31, 2020</b>	
<b>Objective</b>	<b>Progress</b>
At leasing, managers will speak about NAMS and Community Life participation at Dalton Edge.	Accomplished
During manager's meeting and recertification's a flyer will be passed out regarding services the residents can take advantage of.	Accomplished

<b>Goal Two: Address bullying residents by December 31, 2023</b>
--

Objective	Progress
Partner with various social service agencies to speak with residents about bullying.	Accomplished
Hold resident meetings discussing action of residents and lease violations quarterly and/or individual meetings if necessary.	Accomplished

Goal Three: Exterior (seal parking lot, repair roof and gutters, and clean out vents and ducts by December 31, 2024)	
Objective	Progress
Staying in compliance with ACHA preventative maintenance plan at Dalton Edge.	Ongoing
Contact PHFA for approval for funding from the reserves to complete the preventative maintenance projects.	Ongoing

**AMP 821/822 Carnegie**

Goal One: Work with Resident Services to set up a new Resident Council by June 30, 2020	
Objective	Progress
Partner with ACHA Resident Service Staff to establish a resident council	Ongoing
Educate the residents on the importance of a resident council and partner with Resident Council to hold holiday events	Ongoing

Goal Two: Budgeting and Housekeeping Classes by December 31, 2021	
Objective	Progress
Educate residents on the importance of paying their rent on time. The goal is to have zero delinquency	Ongoing
Educate the residents on the importance of maintaining their unit (health and safety) and to partner with ACHA Resident Service Staff on housekeeping classes	Ongoing

**AMP 824 Orchard Park**

Goal One: Budgeting and Housekeeping Classes by December 31, 2020	
Objective	Progress
Partner with ACHA Resident Service Staff to educate the residents on paying rent on time and maintaining their unit (health and safety)	Accomplished and Ongoing
Encourage residents and the kids to maintain the common areas. ACHA Resident Service Staff and management will hold semi-annually meeting regarding the curb appeal at Orchard Park	Accomplished and Ongoing

Goal Two: Partner with various Social Service Agencies to promote "Life Skills" by December 31, 2021	
Objective	Progress
Various social service agencies will provide classes/trainings on addressing stress, time management, employment, healthcare, self-care, and understanding ACHA policy.	Accomplished and Ongoing
Educate the residents on the importance of maintaining their unit (health and safety) and to partner with ACHA Resident Service Staff on housekeeping classes	Accomplished and Ongoing
Educate the residents about how the detectors work	Accomplished and Ongoing

**AMP 826 Dorchester of Mt. Lebanon**

Goal One: Resident Participation on Health and Wellness Program by December 31, 2020	
Objective	Progress
Partner with Social Service Agencies to encourage residents to exercise, eat healthy, and stay active.	Accomplished and Ongoing

Goal Two: Partner with Facilities Management to establish a good preventative maintenance plan (site leased up in May 2019) by December 31, 2021	
Objective	Progress
Partner with Facilities Management to make sure systems are serviced quarterly, semiannually, or annually based on the system.	Accomplished and Ongoing
Educate the residents on the importance of reporting all maintenance concerns to the maintenance department in a timely manner	Accomplished and Ongoing





**2023 - 2024 Resident Advisory Board (RAB) Agency Plan Comments and Recommendations –**

<b>RAB COMMENTS/RECOMMENDATIONS</b>	<b>ACHA RESPONSE (s)</b>
<p>Are mental health patients part of the new preference for folks coming from rehab hospitals etc.</p>	<p>Folks coming in under that preference are coming because they need minimal assistance with ADL's.</p>
<p>How will ACHA handle the effects of HOTMA on some residents?</p>	<p>Unfortunately, the HOTMA regulation is now final and will be implemented.</p> <p>The ACHA will do everything within the regulations to minimize the effects of HOTMA on the residents.</p>
<p>When will the modernization at Brackenridge Hall take place? The units are in serious need of upgrading.</p>	<p>The kitchen and bath modernization is in our 5 year plan and will take place with in the next year.</p>

**2023 - 2024 Resident Advisory Board (RAB) Agency Plan Comments and Recommendations –**

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**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, Simone McMeans, the Deputy Director, Economic Development  
*Official's Name* *Official's Title*

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

Allegheny County 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 Allegheny, Pennsylvania  
*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 Allegheny County Consolidated Plan objectives are to provide decent, affordable housing, create suitable living environments, and create economic development. The Allegheny County Housing Authority continues to address these objectives in its Five Year and Annual Plan using CDBG, HOME and ESG program funds to achieve the Consolidated Plan goals: Using Low-Income Housing Tax Credit funding to develop new housing and improve existing housing and using higher Payment Standards in better neighborhoods in its Housing Choice Voucher program, ACHA will strive to offer better quality housing in a wider range of areas not impacted by race, ethnicity or concentrations of low income families, thus reducing impediments to Fair Housing choice for all families as noted in the Analysis of Impediments to Fair Housing Choice. ACHA will also continue to seek partnerships with agencies and organizations that can offer a range of supportive services for the families we serve.

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
Simone McMeans	Deputy Director
Signature	Date
	06.13.2013

## **Allegheny County Housing Authority**

### **Attachment to HUD-50077-SL**

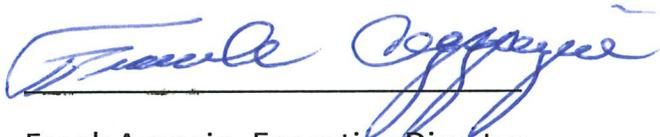
The following sections of the Allegheny County 2020-2024 5-Year Consolidated Plan and FY 2023 Annual Action Plan pertain to activities by the Allegheny County Housing Authority and its 2020-2024 5-Year Plan and FY 2024 Annual PHA Plan:

AP-15	Expected Resources	91.420(b), 91.220(c) (1,2)
AP-20	Annual Goals and Objectives	91.420, 91.220 (c)(3) & (e)
AP-60	Public Housing	91.420, 91.220(h)
AP-65	Homeless and Other Special Needs Activities	91.420, 91.220(i)
AP-85	Other Actions	91.420, 91.220(k)

# Attachment I

## Allegheny County Housing Authority

There were no challenged elements to the Allegheny County Housing Authority's Annual Agency Plan.



Frank Aggazio, Executive Director

Allegheny County Housing Authority

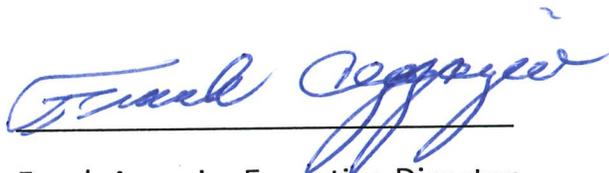
June 16, 2023

# Attachment J

## **Allegheny County Housing Authority Comments of Resident Advisory Board**

The Allegheny County Housing Authority conducted a virtual meeting with its Resident Advisory Board (RAB) on Tuesday April 11, 2023

Elements of the PHA Annual Plan Template and the Capital Fund Program Grants were discussed. The RAB made several suggestions to the plan



Frank Aggazio, Executive Director

Allegheny County Housing Authority

**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, Simone McMeans, the Deputy Director, Economic Development  
*Official's Name* *Official's Title*

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

Allegheny County Housing Authority  
*PHA Name*

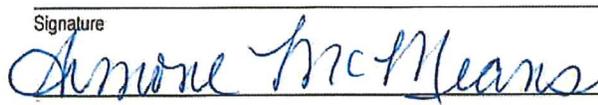
is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of

Impediments (AI) to Fair Housing Choice of the County of Allegheny, Pennsylvania  
*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 Allegheny County Consolidated Plan objectives are to provide decent, affordable housing, create suitable living environments, and create economic development. The Allegheny County Housing Authority continues to address these objectives in its Five Year and Annual Plan using CDBG, HOME and ESG program funds to achieve the Consolidated Plan goals. Using Low-Income Housing Tax Credit funding to develop new housing and improve existing housing and using higher Payment Standards in better neighborhoods in its Housing Choice Voucher program, ACHA will strive to offer better quality housing in a wider range of areas not impacted by race, ethnicity or concentrations of low income families, thus reducing impediments to Fair Housing choice for all families as noted in the Analysis of Impediments to Fair Housing Choice. ACHA will also continue to seek partnerships with agencies and organizations that can offer a range of supportive services for the families we serve.

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
Simone McMeans	Deputy Director
Signature	Date
	06.13.2023



# Allegheny County Housing Authority

## Attachment to HUD-50077-SL

The following sections of the Allegheny County 2020-2024 5-Year Consolidated Plan and FY 2021 Annual Action Plan pertain to activities by the Allegheny County Housing Authority and its 2020-2024 5-Year Plan and FY 2024 Annual PHA Plan:

NA-35 Public Housing	91.405, 91.205
MA-25 Public and Assisted Housing	91.110, 91.210(b)
SP-35 Anticipated Resources	91.420(b), 91.215(a)(4), 91.220(c)(1,2)
SP-40 Institutional Delivery Structure	91.415, 91.215(k)
SP-50 Public Housing Accessibility and Involvement	91.415, 91.215(c)
SP-65 Lead-Based Paint Hazard	91.415, 91.215(i)
SP-70 Anti-Poverty Strategy	91.415, 91.215(j)
AP-15 Expected Resources	91.420(b), 91.220(c)(1,2)
AP-60 Public Housing	91.420, 91.220(h)
AP-65 Homeless and Other Special Needs Activities	91.420, 91.220(i)



ALLEGHENY COUNTY  
ECONOMIC DEVELOPMENT

**ECONOMIC DEVELOPMENT MEMORANDUM**

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To: Simone McMeans, Deputy Director, ACED  
From: Nathan Wetzel, Manager Housing, ACED   
Cc: Bria Cook, Manager Operations, ACED; Joel Segel, Development Specialist, ACED  
Date: June 13, 2023  
Subject: Request for Signature

Certification of Consistency with the Consolidated Plan

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Attached is a Certification of Consistency with the Consolidated Plan form (HUD-50077-SL) that has been requested for review and signature by the Allegheny County Housing Authority (ACHA). ACHA is submitting its annual PHA plan and is required to provide that it is consistent with the County's Consolidated Plan.

I have reviewed the submission from the ACHA and believe that the goals that it has identified in this program are consistent with the Allegheny County Annual Action Plan.

ACHA has requested this by the end of the week. Please return to me if completed on June 13, 2023. If later, please forward to Joel Segel so he can get it to ACHA.

Attachments: Certification form for signature w/ relevant portions of ACED plan noted.

**Certifications of Compliance with  
PHA Plan and Related Regulations  
(Standard, Troubled, HCV-Only, and  
High Performer PHAs)**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 3/31/2024

**PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations  
including PHA Plan Elements that Have Changed**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or X Annual PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the PHA fiscal year beginning 10/01/2023, 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 (24 CFR § 91.2).
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 (AI) to Fair Housing Choice, or Assessment of Fair Housing (AFH) when applicable, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan (24 CFR §§ 91.2, 91.225, 91.325, and 91.425).
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA 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.
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 public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program.
7. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintains records reflecting these analyses and actions.
8. For PHA Plans that include 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 2011-65);

- The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing; and
  - 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 903.7(o)(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. In accordance with 24 CFR § 5.105(a)(2), HUD's Equal Access Rule, the PHA will not make a determination of eligibility for housing based on sexual orientation, gender identify, or marital status and will make no inquiries concerning the gender identification or sexual orientation of an applicant for or occupant of HUD-assisted housing.
  11. 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.
  12. 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.
  13. 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.
  14. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
  15. 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.
  16. 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.
  17. The PHA will keep records in accordance with 2 CFR 200.333 and facilitate an effective audit to determine compliance with program requirements.
  18. 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.
  19. The PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Financial Assistance, including but not limited to submitting the assurances required under 24 CFR §§ 1.5, 3.115, 8.50, and 107.25 by submitting an SF-424, including the required assurances in SF-424B or D, as applicable.
  20. 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.
  21. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
  22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

Allegheny County Housing Authority

PA006

PHA Name

PHA Number/HA Code

Annual PHA Plan for Fiscal Year 20 24

Capital Fund 5 year Plan 2022-2026

5-Year PHA Plan for Fiscal Years 2020      - 20 24

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 Executive Director

Name Board Chairman

Frank Aggazio

Mark Foerster

Signature  Date 6/16/23

Signature  Date 6/16/23

---

The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. This information is collected to ensure compliance with PHA Plan, Civil Rights, and related laws and regulations including PHA plan elements that have changed.

Public reporting burden for this information collection is estimated to average 0.16 hours per year 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. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

# Certification of Payments to Influence Federal Transactions

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

Public reporting burden for this information collection is estimated to average 30 minutes. This includes the time for collecting, reviewing, and reporting data. The information requested is required to obtain a benefit. This form is used to ensure federal funds are not used to influence members of Congress. There are no assurances of 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.

Applicant Name

Allegheny County Housing Authority

Program/Activity Receiving Federal Grant Funding

Low Income Public Housing and Housing Choice Voucher Program

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

Frank Aggazio

Title

Executive Director

Signature

Date (mm/dd/yyyy)

6/16/2023

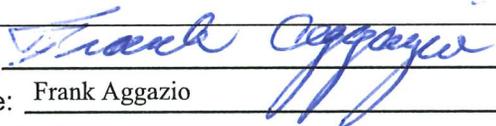
# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> NA a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> NA a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: <sup>4c</sup>	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known:	
<b>6. Federal Department/Agency:</b> U.S. Department of Housing and Urban Development	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: <u>NA</u>	
<b>8. Federal Action Number, if known:</b> NA	<b>9. Award Amount, if known:</b> \$ NA	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI): <input type="checkbox"/> NA	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> 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>Frank Aggazio</u> Title: <u>Executive Director</u> Telephone No.: <u>412.402.2450</u> Date: <u>6.16.2023</u>	
<b>Federal Use Only:</b>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make a commitment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.





**ALLEGHENY  
COUNTY  
HOUSING  
AUTHORITY**



**Admissions and Continued  
Occupancy Policy  
for  
Low Income Public Housing**



**2023**



## Table of Contents

<b>I. Nondiscrimination</b> .....	<b>1</b>
A. Complying with Civil Rights Laws.....	1
B. Reasonable Accommodations.....	2
C. Providing Information in Languages other than English for persons with Limited English Proficiency.....	4
<b>II. Eligibility and Intake</b> .....	<b>5</b>
A. Applications.....	5
B. Closing and Re-opening the Waiting List.....	7
C. Affirmative Fair Housing Marketing and Outreach Procedures.....	7
D. Income Targeting Requirements.....	7
E. Qualifying for Admission.....	8
F. Occupancy by a Police Officer.....	9
G. Admission to Efficiency Units.....	9
H. Applicant Selection Criteria.....	9
I. Determination of Eligibility and Notification of Applicants.....	12
J. The Preference System for Public Housing and Multifamily Housing Units.....	13
K. Factors other than Preferences that affect selection of Applicants.....	14
L. Records Management.....	15
M. Occupancy Guidelines: HUD Notice of Policy, Dec. 18, 1998 Federal Register ..	15
<b>III. Tenant Selection and Assignment Plan</b> .....	<b>17</b>
A. Organizing the Applicant Waiting List.....	17
B. Making Unit Offers to Transferees and Applicants.....	17
C. Accessible Units.....	18
D. Administering the Applicant and Transfer Waiting Lists.....	19
E. Transfers.....	19
F. Monitoring Tenant Selection and Assignments.....	19
G. Fair Housing.....	20
<b>IV. Leasing Policies</b> .....	<b>20</b>
A. General Leasing Policy.....	20
B. Showing Units Prior to Leasing.....	22
C. Additions to and Deletions from the Resident Family and Household.....	22
D. Visitors.....	22
<b>V. Transfer Policy</b> .....	<b>22</b>
A. General Transfer Policy.....	22
B. Types of Transfers.....	23
C. Priorities for Transfers.....	24
D. Residents in Good Standing.....	24
E. Cost of Transfers.....	25
F. Transfers at Section 8 project-based and Low Income Housing Tax Credit Properties.....	25
<b>VI. Annual Reexaminations of Income and Family Circumstances</b> .....	<b>25</b>
A. Eligibility for Continued Occupancy.....	25
B. Remaining Family Members and Prior Debt.....	26
C. Reexaminations.....	26
D. Over-Income Tenants.....	32



<b>VII. Interim Rent Adjustments: Modified Fixed Rent System</b>	27
A. Adjusting Rent between Regular Reexaminations	27
B. Interim Changes in Family Composition	29
C. Effective Date of Rent Adjustments	30
D. Earned Income Disallowance	34
<b>VIII. Lease Termination Policies</b>	31
A. General Policy: Lease Termination	31
B. Resident-initiated Lease Terminations	32
C. ACHA-initiated Lease Terminations	32
D. Notification Requirements	32
E. Eviction Actions	33
F. Record keeping Requirements	34
<b>Non-Public Housing Properties</b>	<b>37</b>
A. General Policy: Lease Termination	34
B. Resident-initiated Lease Terminations	34
C. ACHA-initiated Lease Terminations	34
D. Notification Requirements	35
E. Eviction Actions	35
F. Record Keeping Requirements	36
<b>IX. Utilities</b>	37
A. Resident-Paid Utilities	37
B. Excess Utility Charges	37
C. Reasonable Accommodations	38
<b>X. Flat Rents (Public Housing only)</b>	38
A. Flat Rents	38
B. Annual Update of Flat Rents	38
C. Choice of Rent	38
D. Recertification of Families on Flat Rents	38
E. Hardship Reduction in Flat Rents	38
<b>XI. Determining Income and Rent</b>	39
A. Annual Income	39
B. Excluded Income	40
C. Anticipating Annual Income	43
D. Adjusted Income	43
E. Computing Income-based Rent and Choice of Rent in Public Housing	45
<b>XII. Public Housing Family Self-Sufficiency Program</b>	46
A. Program Objectives	46
<b>XIII. Definitions of Terms Used in This Statement of Policies</b>	46
<b>XIV. ACHA PUBLIC HOUSING COMMUNITY SERVICE POLICY</b>	57
A. Background	57
B. Definitions	58
C. Requirements of the Program	60
D. ACHA obligations	61
E. Noncompliance of a non-exempt family member	61



## ALLEGHENY COUNTY HOUSING AUTHORITY ADMISSIONS AND CONTINUED OCCUPANCY POLICY

The U.S. Department of Housing and Urban Development (HUD) has established certain regulatory requirements applicable to Low Income Housing, that are generally set forth in Title 24 of the Code of Federal Regulations (24 CFR), Parts 5, 8, 100, 290, 401, 402, 880, 886, 960 965 and 966. If there is any conflict between HUD's regulations and this policy, the HUD regulations will govern. In addition to Low Rent Public Housing, certain sections of this policy apply to other types of low income housing owned, managed or developed by the Housing Authority (hereafter ACHA) such as HUD multifamily housing, project-based Section 8 housing, project-based voucher housing and Low Income Housing Tax Credit units. When Federal guidance is inconsistent, statute shall take highest priority, regulations second priority, handbooks third priority and other HUD guidance last priority.

Besides being ACHA's Admissions and Continued Occupancy Policy, this is the Tenant Selection Plan for multifamily housing and Low Income Housing Tax Credit properties owned by ACHA or its instrumentality, if any.

In its management of the multifamily project-based Section 8 housing that ACHA owns, it will comply with HUD's regulations and guidance governing such housing. If HUD's regulations and guidance for multifamily housing conflict with those governing the management of public housing ACHA will comply with the HUD rules applicable to the type of housing owned and managed. ACHA's staff are aware of which of its properties and units are public housing, multifamily housing and project-based voucher housing and, consequently, which rules and guidance apply.

This policy references certain procedures (shown in *italic type*), that describe in detail how the policy is to be carried out by staff. The procedures are extensions of the policy document referenced. All procedures are public documents and are available for review upon request.

### I. Nondiscrimination

#### A. Complying with Civil Rights Laws

1. 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 (ACHA) to comply with all Civil Rights laws now in effect and subsequently enacted, including but not limited to:
  - a. 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**
  - b. Title VIII of the Civil Rights Act of 1968 (as amended by the 1974 HCDA and the Fair Housing Amendments Act of 1988), which extends protection against discrimination based on disability and familial status, and spells out forms of prohibited discrimination; **24 CFR § 100**
  - c. Executive Order 11063,
  - d. Section 504 of the Rehabilitation Act of 1973, which describes specific housing rights of persons with disabilities; **24 CFR § 8**
  - e. Age Discrimination Act of 1975, which establishes certain rights of the elderly; **24 CFR § 146**



- f. Title II of the Americans with Disabilities Act, otherwise Section 504 and the Fair Housing Amendments govern (Title II deals with common areas and public space, not living units, which are covered by Section 504.)
- g. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity
- h. Any applicable State laws or local ordinances.

- 2. ACHA shall not discriminate because of race, color, national origin, sex, religion, familial status, disability, sexual orientation or gender identity in the leasing, rental, occupancy, use, or other disposition of housing or related facilities, including land, that is part of a development under the ACHA's jurisdiction covered by a public housing Annual Contributions Contract with HUD. **24 CFR § 100**
- 3. ACHA shall not deny admission to otherwise qualified applicants because of their membership in some group to which negative behavior may be imputed (e.g., families with children born to unmarried parents). Instead, each applicant who is a member of a particular group will be treated as an individual based on his or her history and behavior. **24 CFR § 960.203(a)**
- 4. ACHA will work continuously to affirmatively further fair housing and to remove impediments to housing choice by members of protected classes.
- 5. ACHA will offer units only in the order prescribed by this policy, since any other method violates the rights of applicants.

**B. Reasonable Accommodations**

- 1. ACHA, as a public agency that provides affordable housing to eligible families, has a legal obligation to provide "unit modifications" and "reasonable accommodations" to applicants and residents if they or any family members have a disability. **24 CFR § 8.4**
- 2. A unit modification is some adaptation or change ACHA can make to its apartments, buildings, or sites. A reasonable accommodation is a modification ACHA can make to its methods and procedures (but not Federal law, regulations or ACHA policies). Both unit modifications and reasonable accommodations are carried out to assist an otherwise eligible applicant or resident with a disability to take full advantage of and use ACHA's programs, including those that are operated by other agencies in ACHA-owned public space. **24 CFR § 8.20**

A modification or 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 ACHA's program.
- 3. Subject to the undue burdens and fundamental alterations tests, ACHA 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 ACHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, ACHA shall comply with all requirements and prohibitions in applicable law. **24 CFR § 8.4**
- 4. Facilities and programs used by applicants and residents shall be accessible to persons using 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 ACHA has such facilities) will be usable by residents with a full range of disabilities. If ACHA offers such facilities, and



none is accessible, some<sup>1</sup> will be made so, subject to the undue financial and administrative burden test. **24 CFR § 8.2**

5. 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. **24 CFR § 8.6**
6. Examples of reasonable accommodations include, but are not limited to **24 CFR §8.4**
  - a. Making alterations to a ACHA apartment to make it fully accessible so it could be used by a person in a wheelchair.
  - b. Transferring a resident (at ACHA's expense) who needs a fully accessible unit from an apartment that cannot be made accessible to an apartment that is accessible (this may require moving the resident from one property to another).
  - c. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility.
  - d. Adding or altering apartment 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 and flashing light/doorbell 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) Installing a magnifier over the thermostat.
    - 5) Switching the bathtub to a shower.
    - 6) Lowering the peephole on the door.
  - e. Permitting a family to have a large dog to assist a family member with a disability in a ACHA family development where the size of pet dogs is usually limited; **24 CFR § 8.20**
  - f. Making sure that ACHA 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, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with ACHA staff.
    - 2) Using personal visits, interviews or telephone calls to convey information to an applicant or resident who cannot see or read.
    - 3) Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with ACHA staff.
    - 4) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with ACHA if the individual desires such representation.

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<sup>1</sup> 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.



- 5) Permitting an outside agency or individual to assist an applicant with a disability to meet the ACHA's applicant screening criteria.
7. To meet the standard of HUD's definition of "Qualified Individual with a Disability" a family head or other 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 apartment and common areas; to use facilities and equipment in a reasonable way.
  - c. to create no health, or safety hazards, and to report maintenance needs
  - d. not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others.
  - e. not to smoke in a ACHA unit, common areas or anywhere on ACHA property except designated smoking areas.
  - 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 ACHA.

But there is no requirement that they be able to do these things without assistance.

- a. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, ACHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**
- b. 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, ACHA may terminate the lease. **24 CFR § 8.2**
- c. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time. **24 CFR § 8.20**
- d. If an applicant or resident would prefer not to discuss his/her disability with the ACHA, that is his/her right.
- e. Any request that requires a certified verification, must be submitted directly to ACHA by the qualified person making the certification.

**C. Providing Information in Languages other than English for persons with Limited English Proficiency**

1. For persons with Limited English Proficiency (LEP), language can be a barrier to accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
2. ACHA 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).

3. The specific methods ACHA will use to accomplish this policy:
  - a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be available in any language spoken by the lower of 1000 eligible families or five percent of the eligible population of the ACHA's jurisdiction. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.
  - b. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with ACHA. When an applicant or resident needs interpretation services and a staff member of the Authority speaks the language needed, the staff member will provide translation services.
  - c. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the ACHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
  - d. The ACHA will provide written translations of other 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. Translation of other documents, if needed, can be provided orally.
  - e. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with ACHA. When an applicant or resident needs interpretation services and a staff member of the Authority speaks the language needed, the staff member will provide translation services.

## **II. Eligibility and Intake**

### **A. Applications**

1. ACHA will accept and process applications (including transfer applications) in accordance with applicable HUD Regulations. Except for qualification for preferences, ACHA will make its initial determination of eligibility assuming that the facts certified to by the applicant in the preliminary application are correct, although all those facts will be verified later in the application process.
2. Newly developed properties owned by ACHA or an ACHA entity that contain a mix of units, some subsidized by project-based vouchers and others subsidized by public housing operating funds, shall maintain separate waiting list by program type (e.g., there will be one waiting list for ACC units, a separate waiting list for project-based voucher units and a third list for LIHTC units without deep subsidy. Applicants shall be assigned to units suitable for their family sizes and disability needs.
3. Every application file for admission to low rent housing shall include the date and time of application, or application number (if applicable), applicant's race and ethnicity; eligibility determination; when eligible, the apartment size(s) for which eligible; preference, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or refused.
4. The following information will be verified according to HUD's regulatory requirements at 24 CFR part 5 and ACHA's Procedure on Verification, to determine qualification for admission to ACHA's housing: **24 CFR § 960.259**





- a. Family composition, demographics and type (Elderly/Disabled//Non-elderly)
  - b. Annual Income
  - c. Assets and Asset Income
  - d. Deductions from Income
  - e. Preferences
  - f. Social Security Numbers of all Family Members
  - g. Applicant Screening Information (including tenant and criminal history)
  - h. Citizenship or immigration status
5. Enterprise Income Verification (using Federal databases) or third party written information that is mailed, faxed or transmitted electronically between ACHA and the verification source are the required form of documentation after admission. Prior to admission third party verifications will be used. Any other form of verification requires a note to the file explaining its use. **24 CFR § 960.259**
6. Individuals applying for admission must submit an application or pre-application in the manner stipulated the announcement of the opening of the Waiting List, or, if they are a person with a disability, may submit an application by mail or in person.
7. If an applicant needs assistance in completing any aspect of the application process because of a disability, ACHA will assist the applicant as needed to ensure equal access to ACHA's programs.
8. Applicants providing false information regarding Family Income, composition, preferences or other circumstances affecting their eligibility or rent level will be denied. If the Applicant has been assigned a unit, the lease will be terminated and ACHA will pursue all lawful civil claims and criminal actions, including the recoupment of back rent.
9. If an applicant's preference status changes while on the waiting list, the applicant's position on the list will be adjusted to reflect their current status.
10. If the head of an applicant household dies while the family is on the waiting list, and the family includes another adult, ACHA will change the application to make the other adult the new applicant so long as the family reports the death within 30 days and requests that another adult family member be named the head.
11. Applicants whose family size or composition changes while on the waiting list will be able to change their applications in accordance with the following policy:
- a. Children who have been added to the family through birth adoption or court awarded custody to people already listed on the application will be added.
  - b. Individuals who can document that they need a Live-in Aide (even though not included on the original application) will be permitted to add the Live-in Aide.
  - c. Other adults will be added to an application even if their addition would change the unit size for which the family qualifies.
  - d. As mentioned in the Tenant Selection and Assignment Plan, when people apply for public housing, they can choose up to three properties with units of the correct size and type for their families or they may choose "first available unit".
  - e. Any family that has already applied for public housing will not be permitted to file another application until they receive and refuse a unit offer.



- f. Applicants will be permitted to revise their applications up to the time that they receive a unit offer to add or delete family members, update income information and correct preference information.
- g. If ACHA offers a computerized “applicant portal” through its website, applicants will be able to update their applications using this automated feature. Applicants with disabilities who are unable to access the applicant portal will be assisted by ACHA staff.
- h. Changes made to applications will not change the date and time or application number of applicants, although changes in family size may mean the applicant must select different properties with units of the correct size.

**B. Closing and Re-opening the Waiting List and Removing Applications from Waiting Lists**

1. Waiting lists will be opened and closed in accordance with proper public notice. Applicant names will be removed from the waiting lists only if they:
  - a. Request to be removed from any or all waiting lists.
  - b. Are housed. In this case the applicant’s name is removed from all other waiting lists.
  - c. Refuse a unit offer at a property that they selected or if they chose “first available unit”. In this case the applicant’s name is removed from all other waiting lists.
  - d. Are determined to be ineligible for admission. In this case the applicant’s name is removed from all other waiting lists.
  - e. Fail to meet applicant screening standards. In this case the applicant’s name is removed from all other waiting lists.
  - f. Are not able to be contacted by the ACHA at the address or phone number they provided to the ACHA; In this case the applicant’s name is removed from all other waiting lists. **24 CFR § 960.206**
2. It is unlikely that ACHA will close the waiting list for the highest priority applicants or at certain properties.

**C. Affirmative Fair Housing Marketing and Outreach Procedures**

1. When the waiting list is open ACHA will conduct affirmative marketing as needed to ensure that the waiting 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 its area of operation. ACHA will review the factors regularly to determine the need for and scope of marketing efforts.
2. All marketing efforts will include outreach to those least likely to apply. ACHA may designate sites for accepting applications. ACHA staff will be available at these sites to assist Applicants with disabilities in completing the housing application documents. If additional applications are required to attain any of the objectives established in this Policy, ACHA will engage in outreach efforts directed toward potential Applicants who might fulfill the need.

**D. Income Targeting Requirements**

ACHA will ensure that at least 40 percent of Families admitted to public housing in any year have incomes at or below the Federal “extremely low income” limit. HUD establishes income limits and revises them annually to ensure that federal rental assistance is provided only to low-income families. Except under limited circumstances, the Applicant Family’s Annual Income must not exceed the applicable income limit that HUD establishes and publishes for each county or



Metropolitan Statistical Area (MSA) in the country. The income limits are based on percentages of the median income of the geographic area for which the limit is established and are adjusted for family size.

#### E. Qualifying for Admission

It is ACHA's policy to admit **only** applicants who can be verified to be qualified<sup>2</sup> according to all the following criteria

1. Are a Family<sup>3</sup>, as defined in Section XIII of this policy.
2. Have at least one family member who meets HUD requirements on citizenship or immigration status<sup>4</sup>; **24 CFR § 5.5 (subpart E)**
3. Have an Annual Income (as defined in Section XI of this document) at the time of admission that does not exceed the income limits (maximum incomes by family size and housing type established by HUD) posted in ACHA offices. **24 CFR § 960.102**
4. Provide acceptable documentation of Social Security numbers for all family members except those who do not contest their immigration status; **24 CFR § 5.216**
5. Meet the Applicant Selection Criteria in these policies, including completing an ACHA-approved pre-occupancy orientation session if required; **24 CFR § 960.202 & 203**
6. Owe no money to ACHA or any other housing authority in connection with any Federal housing program.
7. Do not have a history of misusing or abusing alcohol in any way that interferes with the health, safety, or rights of others, or
  - a. demonstrate to ACHA's satisfaction that the family member who formerly abused alcohol and no longer abuses or misuses alcohol and:
  - b. have successfully completed a supervised alcohol rehabilitation program licensed and approved by State Commission on Alcohol and Drug Abuse (PCADA)<sup>5</sup>; or
  - c. are participating in a supervised alcohol rehabilitation program.
8. Agree not to smoke or to permit family and household members, guests and other persons under tenant's control to smoke anywhere on ACHA property except for designated outdoor smoking areas.
9. For Multifamily Section 8 project-based units and Low Income Housing Tax Credit properties **ONLY**, no assistance will be provided to any family whose sole adult member is enrolled as a student in an institution of higher education, **unless that student**
  - a. Is over the age of 24, or
  - b. Is a veteran of the United States Military service, or
  - c. Is married, or

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<sup>2</sup> The term "qualified" refers to applicants who are both eligible and able to meet the applicant selection standards. This term is taken from the 504 regulations: **24 CFR § 8.3** definition of "Qualified Individual with Disability".

<sup>3</sup> A family can be a single person.

<sup>4</sup> If all family members are not either citizens or eligible immigrants, the family will be required to pay a higher pro-rated rent.

<sup>5</sup> If the Applicant entering ACHA's program is from another state, ACHA will verify the Applicant has successfully completed a state approved supervised program from the Applicant's state of origin



- d. Has a dependent child, or
- e. Is a person with disabilities receiving Section 8 assistance as of 11/30/2005, or
- f. Is individually eligible or has parents who, individually or jointly, are eligible on the basis of income to receive Section 8 assistance.

10. Screening applicants who claim mitigating circumstances

- a. If negative information is received about an applicant, ACHA shall consider the time, nature, and extent of the applicant's conduct and factors that might indicate a reasonable probability of favorable future conduct. To be considered, mitigating circumstances must be verifiable. **24 CFR § 960.203(d)**.
- b. ACHA will consider whether individuals with negative behavior in their recent past can document that they have been rehabilitated.

F. Occupancy by a Police Officer

To increase security, units may be made available for occupancy by Police Officer. The Officer must be employed on a full-time basis as a duly licensed professional police officer by a Federal, State or local government or by any agency of these governments. Rent will not be charged for the unit; however, the officer will be responsible for paying all utilities and compliance with the lease which will include the employment requirements listed above.

G. Admission to Efficiency Units

During the eligibility interview for the Public Housing Elderly/Disabled Sites Program, if both an efficiency unit and a 1-bedroom unit are available, a single Applicant will receive an offer of the size unit chosen by the applicant.

H. Applicant Selection Criteria

- 6. The following list of criteria will be reviewed to determine whether Applicant Families qualify for admission. All applicants shall be screened in accordance with HUD's regulations and sound management practices. During screening, ACHA requires applicants to demonstrate ability to comply with the essential provisions of the lease: **24 CFR§ 960.202 – 205**
  - 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 apartment 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 smoke anywhere on ACHA property other than designated outdoor smoking areas that will be at least 25 feet from any ACHA building.
  - g. 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
  - h. to comply with necessary and reasonable rules and program requirements of HUD and the ACHA.
- 7. ACHA will determine each applicant family's ability to comply with the essential lease requirements in accordance with ACHA's Procedure on Applicant Screening.



- a. Any costs incurred to complete the application process and screening will be paid by ACHA. Application fees will not be charged by ACHA.
  - b. Applicants who owe money to ACHA or any other housing authority will not be admitted to the program until their debt is paid in full. When an applicant is in the final application stage of admission, if it is found that the applicant owes money to any PHA, the applicant will be given 30 days to repay the debt in full. If the debt is not repaid in full in that period, the application will be denied. **24 CFR §203**
8. ACHA's screening process will review the following information for each Applicant family (including certain data specific to every adult family member):
- a. Applicant's prior rental history (or other history if there is no rental history) must demonstrate the applicant family's ability and willingness to comply with necessary and reasonable standards of behavior.
  - b. Applicants must satisfy in full any overdue accounts or indebtedness owed to ACHA or any other housing authority by any adult family member.
  - c. The Applicant's lease must not have been terminated for cause by ACHA and, if a Section 8 program participant, the Applicant's voucher must not have been terminated within the previous 3 years, except that the period shall be 5 years for a drug related eviction or termination.
  - d. Applicant must have a history of reasonably good performance in meeting rent and utility payment obligations<sup>6</sup>, and no record of eviction from housing or termination from residential programs in the past 3 years for failure to meet financial obligations.  
  
Former residents will not have their application rejected if the debt owed to ACHA was discharged by a bankruptcy court.
- e. ACHA's standards on criminal activity require that neither the Applicant nor any adult family member<sup>7</sup>:
- 1) Has ever been convicted of manufacturing or producing methamphetamine on the premises of any HUD-assisted housing. HUD regulations require that ACHA **permanently** bar any individual with such a conviction.
  - 2) Is subject to a lifetime registration requirement under any State sex offender registration program. HUD regulations require that ACHA **permanently** bar any individual subject to such lifetime registration requirements.
  - 3) Is subject to a shorter than "lifetime" registration requirement under any State sex offender registration program during the required registration period. Further, to be eligible for admission any applicant must adhere to any requirements imposed by probation or parole.
  - 4) Has engaged in "other sex offences" even if not required to register in the past 10 years.
  - 5) Was convicted of sex offenses prior to 1995 that, if convicted later than 1995 would have required the offender to register as a sex offender.

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<sup>6</sup> Exceptions can be made when the amount of rent plus utilities exceeds 50 percent of the applicant's adjusted monthly income.

<sup>7</sup> While ACHA does not monitor crimes committed by juveniles, if ACHA becomes aware of violent or drug-related criminal activity by a juvenile family member it may deny admission to the family.



- 6) Has been evicted because of drug-related criminal activity from housing assisted under the U.S. Housing Act of 1937 or convicted of drug-related criminal activity for a minimum of 3 years beginning on the date of such eviction or conviction drug use or possession or 5 years for felony drug trafficking. This requirement may be waived if:
- The eviction/conviction was for drug use or possession and, since the eviction/conviction, the relevant member of the Applicant Family has successfully completed a supervised drug rehabilitation program licensed and approved by the appropriate state agency. To demonstrate completion, the Applicant must provide a certificate of completion issued by the agency responsible for treatment. If the Applicant entering ACHA's program is from another state, ACHA will verify the Applicant has successfully completed a state approved supervised program from the Applicant's state of origin; or
  - the circumstances leading to the eviction no longer exist (for example, the individual involved in drugs is no longer a member of the family).
  - This waiver is not available to a person who was evicted for felony selling, trafficking, producing or manufacturing illegal substances.
- 7) Is currently engaged in the illegal use of controlled substances or engaging in conduct that presents a pattern of illegal use of controlled substances. This type of criminal activity will result in a 3 year denial of admission.

This requirement may be waived if the Applicant demonstrates to ACHA's satisfaction that the relevant member of the Applicant Family no longer engages in the illegal use of the controlled substance(s) (see Section e.7.a) below).

- 8) Has a history of engaging in violent crimes to persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents or ACHA personnel. The specific crimes and the time period for which the perpetrator will be denied public housing are listed below:
- Lifetime Denial
    - Conviction for Arson
    - Manufacturing methamphetamine in assisted housing
    - Lifetime registration requirement as a sex offender
    - Conviction for a crime of violence against a child
  - 5 year denial
    - Aggravated Assault
    - Robbery
    - Violation of Uniform Firearms Act
    - Rocco's Law
    - Disarming a Law Enforcement Officer
    - Possession with Intent to Deliver a Controlled Substance
    - Manufacture of any Controlled<sup>8</sup> Substance
    - Burglary of an occupied unit
    - Endangering the Welfare of a Child
    - Fugitive felons, parole or probation violators, or persons fleeing to avoid prosecution, custody or confinement after conviction for a crime of attempting

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<sup>8</sup> Including new or "designer" drugs



to commit a crime that is a felony under the laws of the place from which the individual flees.

c) 3 year denial

- Possession of a Controlled Substance
- Felony Possession of Marijuana
- Solicitation of a Minor to Traffic Drugs
- Causing/Risking a Catastrophe
- Criminal Mischief (>\$5,000)
- Burglary of an unoccupied unit
- All felony thefts and fraud
- Forgery
- Identity Theft
- Reckless Endangerment

d) While ACHA does not routinely monitor crimes by juveniles, if ACHA becomes aware that a juvenile has committed a crime for which they could be denied for life, the family will be denied housing.

9) Has been charged with or convicted of Criminal Intent, Solicitation, or Conspiracy with regard to any of the crimes listed above

10) Has ever been convicted of arson or any crime of violence against a child.

11) Is on parole or probation for drug-related crimes, violent crimes or crimes that threaten the health, safety and/or general wellbeing of the community. The evidence of probation or parole for the aforementioned crimes maybe waived if the following criteria applies:

- a) An Applicant is currently on probation or parole for an offense (except regulatory exclusions) that occurred prior to the five-year time-frame, and the Applicant can provide documentation from their probation or parole officer that all conditions of probation or parole are being met satisfactorily with no violations.
- b) An Applicant has completed probation or parole for an offense (except regulatory exclusions) that occurred prior to the five-year timeframe, and the Applicant can provide documentation from their probation or parole officer that all conditions of probation or parole have been met satisfactorily with no violations.

12) Applicant must have no history of misrepresenting information relative to eligibility, income, allowances, family composition or rent.

13) Applicant must have no history in the past 5 years of disturbing neighbors, destroying property, or negative living and housekeeping habits at prior and/or current residences.

I. Determination of Eligibility and Notification of Applicants

1. Once ACHA receives a completed application, the unverified income eligibility of the Applicant will be determined by ACHA.
2. Applicant screening and verification of income, family composition, citizenship /immigration status, social security numbers, preferences and allowances will not take place until the Applicant is within estimated 120 days of receiving a unit offer. ACHA's verify all information related to eligibility for admission, receipt of subsidy and rent.



3. Each eligible Applicant will receive written notification of his/ her eligibility and of the approximate date he or she will be offered housing. A copy of this notification will be retained in the Applicant's file.
4. Each Applicant determined to be ineligible or unqualified for admission will be notified in writing of the reason(s) for the determination and the Applicant's right to submit a written request for an informal hearing within fourteen (14) calendar days of the date the notice is postmarked.
5. ACHA will provide the Applicant with a copy of any information (including criminal history) ACHA used to determine the Applicant ineligible or unqualified for admission upon written request.
6. Applications withdrawn by the Applicant or ACHA, applications submitted by ineligible or unqualified applicants, and the notice of ineligibility will be retained in ACHA files for three (3) years following the date of the withdrawal or rejection of the application.
7. Applications will be withdrawn by ACHA when an applicant fails to respond to a request for information, or to attend a meeting, briefing or appointment or when letters or notices sent to the applicant are returned because the applicant is no longer at the address of record. So long as the communications sent by ACHA used first class mail or other method requested by applicants with disabilities, applicants shall not be entitled to informal hearings for withdrawn applications.

J. The Preference System for Public Housing and Multifamily Housing Units

Preferences establish the order of applicants on the waiting list. Every applicant must still meet ACHA's Selection Criteria before being offered an apartment. Preferences will be granted to applicants who are otherwise qualified and who, at the time of the offer (immediately prior to execution of a lease), are verified to meet one of the definitions of the preferences described below. **24 CFR § 960.206**

1. Local Preferences

There are 6 local preferences in effect. An applicant will qualify for a preference if he/she qualifies in one or more of the following categories (that are defined Chapter XIII, Definition of Terms):

- a. Veteran's Preference: This is the highest preference and is awarded to a family whose head, spouse, co-head or sole member is a veteran of the U.S. military with an honorable discharge or the family of the surviving spouse or co-head of such a veteran.

The remaining preferences are of equal weight.

- b. Disaster Preference: Applicants displaced by a Federally declared disaster, or a local disaster<sup>9</sup> will qualify for this preference if they apply within 90 days from the date the disaster is declared (and the waiting list is open at that time). They will be admitted in the following order:
  - 1) Existing public housing residents and HCV program participants
  - 2) Applicants who were not previously living in assisted housing but who meet all other application criteria.

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<sup>9</sup> A local disaster is one that is declared by the State or County or recognized by the Executive Director and ratified by the Board of Commissioners.





- c. Mixed population building preference:<sup>10</sup> In buildings designed for occupancy by Elderly and Disabled families, applications from single persons who qualify under the definitions of Elderly Family, Disabled Family and Displaced Person will be ranked higher than those of single persons who are not elderly, disabled or displaced. None of these properties has been formally designated for Elderly and Disabled families.
  - d. Special programs preference: The ACHA may set aside units in a specific property or properties for use by families being assisted by a social service agency with which the ACHA has a formal agreement under which the ACHA provides housing to the eligible applicants referred by the agency and the agency continues to provide support to those families. All such formal agreements shall be adopted by the ACHA's Board of Commissioners by resolution in a properly notice public meeting.
  - e. Aging out of Foster Care: ACHA will award an admissions preference to one or more individuals who are aging out of Foster Care. Two or more of such individuals, even if not related by blood will be considered a family if they choose to reside together and share resources.
  - f. Individuals referred by nursing homes who do not need full-time nursing care but who do need low income housing.
  - g. Confidential Informants and Witnesses to Crimes: Current public housing residents and applicants who assist the ACHA Police Department either as confidential informants or as witnesses to crimes will receive admission or transfers to other ACHA properties so long as they continue to cooperate with the ACHA Police and, when they complete their crime reduction activities will be issued Housing Choice Vouchers so they can relocate.
2. Except for the Veteran's Preference, these preferences are of equal weight and an applicant may qualify under any of the above categories. Within each preference tier, applications are sorted by date and time of application or lottery number, whichever is applicable.
  3. Families that do not qualify for one of these preferences and all applicants to multifamily properties will be categorized as "no-local-preference" applicants.
  4. Sorting among applicants with equal Local preferences will be by date and time of application or application number (whichever system is in effect).

K. Factors other than Preferences that affect selection of Applicants

1. Accessible units: For UFAS or ADAAG accessible units, resident and applicant families that include a member with a disability who is verified to need the features of such units shall be given preference for admission over a family that does not include a member with such a disability. Further, persons needing more features of a specific unit will be given preference over persons needing fewer features of the units available.

When a UFAS accessible unit becomes available, it shall be offered first to a current resident who needs the features of the unit and second (only if there are no residents who need the features and will accept a transfer) to an applicant family with a member who needs the accessibility features.

2. Income targeting: At least 40 percent of public housing admissions from the waiting list in every year shall be families of Extremely Low Income (as defined in Chapter XIII, Definition of

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<sup>10</sup> This preference shall not apply to units in General Occupancy properties.



Terms).

- 3. Deconcentration: If at any time, one of ACHA’s public housing properties has an average tenant income 15 % higher or lower than the ACHA-wide average income, applicants whose incomes will help the property be within 15% of the average income will be targeted for admission until it is within 15 percent of ACHA-wide average income. In addition, ACHA may offer voluntary transfers from higher income properties to lower income properties to help achieve deconcentration goals. It is not practical to try to attract higher income applicants to the lower income properties because there are virtually no higher income applicants to attract.

L. Updating the Waiting List

At least once every 18 months ACHA may update the waiting list to make sure that all applicants are still interested in living in a public housing unit and to ensure that information on applicant incomes, family composition and preferences is completely accurate.

- 1. Applicants will be contacted by mail or email.
- 2. Applicants will be asked to report any changes in family composition, earned and unearned income and whether they qualify for any preferences.
- 3. Once ACHA hears back from applicants, their applications will be updated.
- 4. If applicants fail to respond to the Update request, or if letters mailed to the applicant come back marked “undeliverable”, the applicant will be withdrawn from the waiting list.
- 5. Families whose applications are withdrawn are not entitled to informal hearings.

M. Records Management

Information received by ACHA from any agency regarding drug treatment and criminal background shall be handled as required by HUD regulations.

All criminal records are maintained in a secured environment. Once the purpose for which the records were obtained is completed, the records are permanently destroyed by shredding.

N. Occupancy Guidelines: HUD Notice of Policy, Dec. 18, 1998, Federal Register and Allegheny County Health Code

- 1. Apartments shall be occupied by families of the appropriate size. This policy maintains the usefulness of the apartments, while preserving them from excessive wear and tear and under-utilization.

<b>Minimum and Maximum-Number-of-Persons-Per Unit Standard</b>		
<u>Number of Bedrooms</u>	<u>Min Persons/Unit</u> <u>(Largest Unit Size)</u>	<u>Max Persons/Unit</u> <u>(Smallest Unit Size)</u>
0BR	1	1
1BR	1	2
2BR	2	4
3BR	3	6
4BR	5	8
5BR	7	10

- 2. A family may qualify for a unit smaller than those listed above providing that the unit’s bedrooms have at least 70 square feet for a single person and an additional 50 square feet for each additional person. Thus, to house three people in a one bedroom apartment, the bedroom would have to have 170 square feet.



3. ACHA will use the gender designation chosen by the family for each member.
4. The following principles govern the size of apartment for which a family will qualify. Generally, two people are expected to share a bedroom. The guidance below explains how ACHA determines unit sizes to be assigned, but each family, not ACHA, decides exactly who shares a bedroom. Units will be so assigned that:
  - a. Children aged two and under may be assigned a bedroom with any other child or a parent, regardless of age or sex.
  - b. Children between the ages of two and seventeen and adults will be assigned separate bedrooms, although the actual use of bedrooms is determined by the family.
  - c. Two children between the ages of two and seventeen of the same sex **may** be assigned one bedroom so long as the age difference of the children is five years or less. If two children of the same gender are more than five years apart in age, they may be offered separate bedrooms.
  - d. Two children between the ages of two and seventeen of the opposite sex will be assigned separate bedrooms, although the actual use of bedrooms is determined by the family.
  - e. Two adults (eighteen and older) of the same sex may be assigned one bedroom unless they are unrelated individuals with disabilities or are siblings.
  - f. Two adults (eighteen and older) of opposite sex who are spouses or co-heads are assigned one bedroom.
  - g. Two adults (eighteen and older) of opposite sexes who are not related by blood may share one bedroom.
  - h. A single head of household parent will be assigned a separate bedroom from his/her child over age two, although the actual use of bedrooms is determined by the family.
  - i. Exceptions to the largest permissible apartment size may be made when verified to be needed as a reasonable accommodation for a person with disabilities. If a person with a disability requests an extra bedroom for disability-related equipment, ACHA will inspect the equipment before deciding whether or not to grant the extra bedroom.
  - j. An unborn child will be counted as a person in determining apartment size assigned.
  - k. ACHA will count for unit size determination a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school, so long as it can be verified that the child will be living with the family if they are admitted.
  - l. A live-in aide may be assigned a bedroom if a unit of the right size is available. Single elderly or disabled residents with live-in aides will be assigned one or two bedroom units (not efficiency units).
  - m. ACHA reserves the right to relax these Occupancy Standards at hard-to-lease properties.
  - n. The Local Housing Code of two persons per bedroom is the standard for the smallest apartment a family may be offered <sup>11</sup>.
  - o. The largest apartment size that a family may be offered would be one bedroom per family member, considering family size and composition.

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<sup>11</sup> Individual apartments with very small or very large bedrooms or other specific situations that inhibit or encourage lower or higher levels of occupancy may be permitted to establish lower or higher occupancy levels so long as the occupancy levels will not discriminate on the basis of familial status.



### III. Tenant Selection and Assignment Plan

#### A. Organizing the Applicant Waiting List

##### 1. Site-based Waiting Lists

ACHA has established site-based waiting lists for public housing and site-based waiting lists for tax credit properties:

- a. All mixed finance properties have site-based waiting lists as do the Section 8 multifamily and Project-based properties.
- b. The preferences described earlier in this Policy will be used to establish the order of each site-based waiting list and all applicants will retain their initial date and time of application/application number in the conversion. Changes in applicant family size will not change the applicant's date and time or application number.
- c. Each public housing applicant will be allowed to choose up to three public housing properties with units of the size and type needed by the applicant or may choose "first available unit" which will place the applicant on all site based lists. The choice of "first available unit" is not a preference – the applicant will still have to wait for all earlier applicants with higher preferences to be housed before receiving a unit offer.
- d. An applicant who refuses a unit offer without verified "good cause", either at one of the properties chosen by the applicant or, if the applicant chose "first available unit", refuses any unit offer, will be removed from the waiting list and will not be permitted to re-apply for 30 days and then only when the waiting list is open

#### B. Making Unit Offers to Transferees and Applicants

1. Certain transferees (categories B.1.3.a. and b.1) and b.2) will receive offers of housing before applicants from the waiting list.
2. In all offers ACHA shall not discriminate on grounds of race, color, sex, religion, national origin, disability, sexual preference, gender identity or familial status.
3. Specifically, the following order of offers applies:
  - a. Emergency transfers; **24 CFR § 966.4 (h)**
  - b. Administrative transfers in the following category order:
    - 1) Priority 1: Reasonable accommodations for residents with disabilities **24 CFR § 8.4**
    - 2) Priority 2: ACHA actions that require a unit to be vacated. Such actions could include renovation, revitalization, demolition or disposition of the building or complex.
    - 3) Priority 3: Unit is too large for the resident family
    - 4) New Admissions from the Waiting List
    - 5) Priority 4: Unit too small for resident family **24 CFR § 966.4(c)**

To reduce vacant units, ACHA does not offer resident-requested transfers

4. To assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, sexual preference, gender identity, national origin, disability or familial status, PLAN "A", the one-offer plan, will be used to make apartment offers to applicants or transferees from waiting lists. **24 CFR § 1.4(2)(ii)**
5. The first qualified applicant or transferee in sequence on the waiting list is made one offer of



an apartment of appropriate size and type at a property he/she selected.

6. An applicant/transferee must accept the vacancy offered or be removed from the waiting list unless the applicant refuses the offer with Good Cause.
7. ACHA will first match the apartment available to the highest ranking applicant for an apartment of that size, type and special features (if any). Preferences will then be used to determine the order of selection from the waiting list. If two applicants need the same type and size of apartment and have the same local and ranking preference status, the applicant with the earliest date and time of application/lowest application number will receive the earlier offer. **24 CFR § 960.206(c).**
8. If an applicant family's size changes while on the waiting list, the family is required to contact ACHA so they can be placed on the correct sub-list by unit size. The family must provide written documentation of the change of family size or the must use the method of contact needed by an applicant with a disability. If ACHA discovers that a change in family size means that a family cannot be processed for a certain vacant unit, the family will be transferred to a list for the correct size of unit. Some sites may not have units of the size needed by the family and the family will be permitted to select a different site or up to 3 sites.
9. When application processing is delayed because of missing verifications or inconclusive screening information, a family's application will be suspended for up to 15 days until the necessary verifications are received. This means that a person who is lower on the waiting list may receive a unit offer before a person who is higher on the waiting list. As soon as the necessary verification(s) are received, the suspended application will be placed back on the waiting list in its former position
10. If an adult applicant family member is verified to have an open (unresolved) arrest for either violent or drug related criminal activity, the application will be suspended for up to one year or until the arrest is resolved by acquittal, dismissal, conviction or guilty plea. The applicant is responsible for keeping ACHA informed of the status of all such open arrests.
11. The applicant must accept any apartment offered within five (5) calendar days of the later of the date the offer is communicated (by phone, mail, or the method of communication designated by an applicant with disabilities) or the date they are shown the apartment or an equivalent apartment.
12. If the applicant does not accept the unit offer within five (5) calendar days, he/she will be withdrawn from the waiting list. Applicants may not receive an offer for public housing for 12 months from the date when they either refused a unit offer or failed to respond to a unit offer.
13. All offers made over the phone will be confirmed by first class letter<sup>12</sup>.
  - a. If more than one apartment of the appropriate size and type is available, the first apartment to be offered will be the apartment that is or will be ready for move-in first.
  - b. If two units are ready for move-in on the same day, the first apartment to be offered will be the apartment that became vacant first.

#### C. Accessible Units

1. Before offering an accessible apartment<sup>13</sup> to a non-disabled applicant, ACHA will offer such units:
  - a. First, to a current public housing resident with a disability that requires the greatest

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<sup>12</sup> Or by the communication method requested by an applicant with disabilities

<sup>13</sup> An accessible unit is one that has been designed for use by a person using a wheelchair



numbers of the special features of the vacant apartment. <sup>14</sup>**24 CFR § 8.27(1) (a)**

- b. Second, to an eligible qualified applicant on the waiting list having a disability that requires the greatest number of special features of the vacant apartment. **24 CFR § 8.27(1) (b)**
2. When offering an accessible/adaptable apartment to a non-disabled applicant, ACHA will require the applicant to agree to move to an available non-accessible apartment within 30 days when a current resident or an applicant with a disability needs the apartment. This requirement is also reflected in the lease. **24 CFR § 8.27 (2)**
3. If an applicant family includes a member with a visual or hearing impairment, the ACHA will quickly retrofit the unit (at ACHA's cost) to be offered to the family to make it fully accessible for the family member's disability whether or not two percent of the property's units are already accessible for persons with hearing or vision impairments.

#### D. Administering the Applicant and Transfer Waiting Lists

1. Applications for admission and transfer to and within public housing properties will be processed centrally by the Special Projects Coordinator. Initial intake, waiting list management, screening, and assigning of housing (including transfers) will be made by the Special Projects Coordinator. Offers may be made in person, in writing or by phone from the central office.
2. Note: ACHA will be in charge of the application and transfer at process for ALL public housing units/properties. Applications for admission to the market rate units at Low Income Housing Tax Credit properties will be processed by site staff and audited regularly by ACHA.

#### E. Transfers

ACHA has two possible types of transfers: Emergency, and Administrative. The definition of each is found in the Transfer section.

1. Certain transfers take precedence over new admissions (See paragraph B.1 of this section). Certain overcrowded families may be offered "split family transfers". This will only occur if there are at least two adults in the original family willing and capable of being heads of households. In this situation the two adults will be offered transfers to two different smaller units rather than one very large unit.
2. Tenants on the transfer list may refuse transfer offers for the "good cause" reasons without losing their position on the transfer list.
3. Tenants who refuse a transfer offer without good cause will be removed from the transfer list and tenants whose transfers are mandatory are subject to lease termination. **24 CFR § 955.4(c)**
4. Tenants may use the ACHA Grievance Procedure if ACHA is requiring them to transfer, and they do not want to do so. **24 CFR § 966.50**

#### F. Monitoring Tenant Selection and Assignments

Detailed records of units offered, including the location, date, and circumstances for each acceptance, or refusal of an offer will be maintained and monitored using the ACHA Procedure on Monitoring Tenant Selection and Assignment.

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<sup>14</sup> So, a family with a member who uses a wheelchair will be offered an accessible unit before a family that needs a roll-in shower but has not members who use wheelchairs.



## G. Fair Housing

1. Complaints: ACHA will respond to all complaints received from Applicants and tenants who believe that their rights under the Fair Housing Act have been violated. A written record of each complaint including the date, name of the person making the complaint, names of all people(s) involved, investigation of the facts, record of the hearing, and the final decision regarding the complaint will be maintained by ACHA. Each complainant will be furnished a written notice of the decision or action taken.
2. Applicants will be advised of their right to file a complaint with the HUD Fair Housing and Equal Opportunity Office. Information outlining how to file complaints with HUD is posted in the Applications and Assignments office and at all ACHA housing developments

## IV. Leasing Policies

### A. General Leasing Policy

1. Apartments will be leased without regard to race, color, religion, sex, age<sup>15</sup>, sexual orientation, gender identity, national origin, disability and family status. **24 CFR §§ 1.4 and 100**
2. All units must be occupied by families whose sole residence is the apartment. **24 CFR § 966.4(f)**
3. All units must be occupied pursuant to a signed ACHA lease that complies with HUD's regulations **24 CFR § 966.4** or, for multifamily properties, the HUD model lease.
4. ACHA will neither offer nor move a family into an apartment that does not meet basic standards of habitability, including HUD occupancy standards. **24 CFR § 966.4(e)**
5. The lease shall be signed by the head, spouse, and all other adult members of the family and by the authorized representative of ACHA, prior to actual admission **24 CFR § 966.4 (p)**
6. The manager shall provide an explanation of the lease provisions either prior to move-in or at the time of move-in. The explanation must be in a language understood by the Resident or in a manner intelligible to a person with disabilities.
7. Changes in family composition, income or family status between the eligibility interview and leasing will be processed by site staff (see III.d.1 and 2 above). Changes after leasing will be processed by the Manager or other authorized representative of ACHA.
8. Security Deposit:  
Public Housing Properties:
  - a. The resident shall pay a security deposit at the time of leasing, or, with the permission of ACHA, shall be permitted to pay part of the security deposit at leasing and the remainder over the first six months of tenancy as a charge in addition to the rent.
  - b. The security deposit for new Elderly or Disabled families shall be the greater of \$200 or one month's rent.
  - c. The security deposit for new non-elderly and non-disabled families shall be the greater of \$200 or one month's rent.
  - d. For all current residents, the amount of security deposit already paid shall not be increased while the resident lives at any ACHA property (including situations in which a family is transferred from one property to another).

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<sup>15</sup> Except at those properties that are properly designated for Elderly families without children, only.



- e. If a resident transfers from one property to another, the security deposit should be applied to the new unit and shall not be increased. If, after conducting a move out inspection of the previous unit, damages or other charges are owed, ACHA will charge the resident but will not use the security deposit to pay the charges. The disposition of the security deposit will only occur when the resident leaves the program.

Multifamily and Tax Credit properties:

ACHA will comply with HUD's security deposit requirements as stated in Handbook 4350.3 as revised from time to time for all multifamily properties.

At Tax Credit properties, the amount of the security deposit is set forth in the property's Tenant Selection Plan and may vary from one property to another.

9. Pet deposits are in addition to the security deposit, in accordance with ACHA's Pet Policy and Procedure. **24 CFR § 966.4(b)(5)** In addition, ACHA may charge a nominal monthly Pet Fee to offset the costs associated with pets. Assistive animals verified to be needed by residents with disabilities are not pets and neither pet deposits nor pet fees are required.
10. If a resident is transferred from one ACHA apartment to another, a new lease will be executed for the dwelling into which the family moves. **24 CFR § 966.4 (a)(ii)**
11. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either: **24 CFR § 966.4(c)**
  - a. A new lease agreement will be executed, or
  - b. A Notice of Rent Adjustment will be executed, or
  - c. An appropriate rider will be prepared and made a part of the existing lease.All copies of such riders or insertions are to be dated and signed by the Resident and by the Executive Director or other authorized representative of ACHA. **24 CFR § 966.4 (o)**
12. At the time of leasing, the new resident will receive a copy of the applicable ACHA Lease and the following attachments:
  - a. Pet Policy.
  - b. Community Service Policy (public housing only).
  - c. Applicable City Ordinances (if applicable).
  - d. Other lease attachments as stipulated in Part 1 of the Lease.
13. If, at any time, the head of household dies or leaves the unit for any reason (Institutionalization, forming a new household elsewhere), ACHA will permit the remaining members of the family to remain in the unit so long as:
  - a. The remaining family member(s) report the death or departure of the head within ten days of the occurrence.
  - b. There is still at least one member who was listed on the lease for the apartment
  - c. The family includes a person who is an adult capable of executing a lease.
14. Residents are not permitted to allow roomers or boarders to occupy their apartments. Violation of this provision is grounds for lease termination.
15. Residents are not permitted to allow a former resident of ACHA who has been evicted to occupy their unit, even as a visitor. Violation of this provision is grounds for lease termination.
16. Residents must advise ACHA if they will be absent from the apartment for more than 7 days.





Residents shall notify the manager, secure the apartment and provide a means for ACHA to contact the resident in an emergency. Failure to advise ACHA of an extended absence is grounds for termination of the lease.

**B. Showing Units Prior to Leasing**

1. Applicants may have an opportunity to see the unit being offered or a similar sample unit before they accept the offer and lease the apartment.
2. ACHA will not show nor move a family into a unit that does not meet basic habitability standards, including applicable ACHA occupancy standards.

**C. Additions to and Deletions from the Resident Family and Household**

1. Only persons listed on the most recent certification form and lease, or added in accordance with law or this policy, shall be permitted to occupy a dwelling unit **24 CFR § 966.4(a)(v)**.
2. Children will be added to families if they are born to or adopted by a family member or a Court awards custody to an adult family member listed on the lease.
3. Generally, ACHA will approve the addition of an adult family or household member only when that individual pass screening and does not overcrowd the family in the unit they currently occupy.
4. Residents who permit unauthorized individuals to occupy their units are subject to lease termination and eviction.

**D. Visitors**

1. Overnight visitors are permitted in a dwelling unit so long as they have no previous history of behavior on ACHA premises that would be a lease violation.
2. Individuals who have been banned from a public housing property will not be permitted to visit public housing residents. In addition, they will be subject to arrest for trespassing. Tenants who permit visits by banned persons are subject to lease termination and eviction.
3. Residents must register all their overnight visitors with the property manager. The registration form permits ACHA to run a criminal history check on adult visitors who stay overnight, however ACHA will not run a criminal history check on a visitor unless ACHA has reason to believe the visitor actually lives in the ACHA unit or if ACHA receives complaints about the visitor's behavior from other residents or law enforcement personnel.
4. In ACHA properties a guest may visit overnight for a total of 14 days/nights in any twelve-month period. Guests may visit for more than 14 days/nights with written permission from the property manager.

**V. Transfer Policy**

**A. General Transfer Policy**

1. Transfers are made within and between properties without regard to race, color, sexual orientation, gender identity, national origin, sex, religion, or familial status. Residents can be transferred to accommodate a disability. Transfers will be made in accordance with ACHA's *Transfer Procedure*. **24 CFR § 100.5**
2. Residents will not be transferred to a dwelling unit of equal size except to alleviate hardship of the resident or other undesirable conditions as determined by the Chief Operating Officer or designee or as an incentive to high performing residents.
3. Residents will receive one offer of a transfer. Refusal of that offer without good cause will



result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers. **24 CFR § 1.4(2)(ii)**

4. There is no notice requirement for emergency transfers. All other categories of transfers will be given the appropriate amount of notice required by the laws of the State of State.
5. When possible, ACHA will allow a public housing resident in good standing to choose the property to which to transfer for rehabilitation or redevelopment units so long as there are units of the right size and right type for the resident being transferred. Residents who are subject to mandatory transfers do not have the right to wait until a suitable unit is available at the property they prefer, rather each resident will receive a choice of the units available that are the right size and type.
6. Residents cannot be transferred across housing programs. This includes transfers from public housing (including ACC units in tax credit properties) to multifamily housing properties or LIHTC market rate housing, but residents can be transferred within such properties.

#### B. Types of Transfers

1. The order in which families are transferred shall be hierarchic by category set forth below.
  - a. Emergency Transfers are mandatory and are made when ACHA determines that unit or building conditions pose an immediate threat to resident life, health or safety or to resolve problems of a life-threatening nature that are not related to building or unit conditions such as a VAWA transfer or a witness protection transfer. **24 CFR § 966.4(h)**
    - 1) ACHA is not required to give prior notice of an Emergency Transfer.
    - 2) Emergency conditions that occur due to resident abuse or neglect will be grounds for emergency transfers, however resident will be charged for the damages caused to the apartment<sup>16</sup>. **24 CFR § 966.4(h)**
    - 3) Refusal to accept an emergency transfer is grounds for lease termination and eviction.
    - 4) Refusal to accept a VAWA transfer is NOT grounds for lease termination however the ACHA may not be held liable for any violence that occurs after a VAWA transfer is refused.
  - b. Administrative Transfers: These transfers shall take priority over new admissions.
    - 1) Priority 1: Voluntary administrative transfers to move residents with disabilities to accessible units or units with features that accommodate their disabilities better than those in their current apartments.

This category also includes mandatory transfers of tenants without disabilities from accessible units when no one in their family needs the accessibility features, to regular units so that a family that needs the accessibility features can occupy the accessible unit. **24 CFR § 8.27(1)**
    - 2) This transfer priority also covers transfers of individuals from independent living apartments to a property with enriched supportive services when such services are needed to preserve the tenancy of the individual with disabilities.
    - 3) Priority 2:
    - 4) Priority 3: Deconcentration Transfers: Voluntary transfers offered to residents of properties with higher average tenant incomes to properties with lower average tenant

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<sup>16</sup> Resident may challenge any charges for damages by using the ACHA Grievance Procedure



incomes and voluntary transfers offered to residents of properties with lower average tenant incomes to properties with higher average tenant incomes. The goal of these transfer offers is to bring the average tenant income at every family public housing property to within 15% of the ACHA average for such properties.

- 5) Priority 4: Mandatory transfers to move families out of units that are too large for the families. **24 CFR § 966.4(c)**
- 6) Priority 5: Mandatory transfers to move families out of units that are too small for the families.

2. Whenever feasible, transfers will be made within a resident's area or other location of the resident's choice, but residents do not have the right to delay a transfer because a unit in the location they prefer is not available at the time they are required to transfer.

### C. Priorities for Transfers

1. As described in the Tenant Selection and Assignment Chapter of this policy, transfers will be sorted into their appropriate categories by the Intake and Placement staff. Offers of apartments will be made in the following order:
  - a. Emergency transfers.
  - b. Administrative transfers in the following category order:
    - 1) Priority 1: Reasonable accommodations for residents with disabilities
    - 2) Priority 2: ACHA-initiated transfers to permit construction or revitalization
    - 3) Priority 3: Deconcentration transfers
    - 4) Priority 4: Over-housing
    - 5) New Admissions from the waiting list.
    - 6) Priority 5: Overcrowding

### D. Residents in Good Standing

1. In general, residents will be considered for transfers only if the head of household and other family members and guests under the resident's control:
  - a. Are current on rent without unpaid balance at any time in the past 12 months or current on a repayment agreement for the past 12 months.
  - b. Are current on utility payments to ACHA or to utility supplier or are current with any repayment agreement with the ACHA or utility supplier.
  - c. Are in compliance with the terms of the lease and any additional terms required to be added to that lease by Federal law. Violations of the lease must be documented by notices of lease violations or other evidence of serious or repeated violations of the material terms of the lease.
  - d. Meet reasonable housekeeping standards and have no housekeeping lease violations as documented by housekeeping inspection reports or work orders reflecting a pattern of damage caused by poor housekeeping; and
  - e. Have not destroyed, defaced, damaged or removed any part of an apartment or the development as documented by housekeeping inspection reports or work orders reflecting a pattern of damage or abuse.
2. Exceptions to the good record requirements may be made for emergency transfers, VAWA



transfers or when it is to ACHA's advantage<sup>17</sup> to make the transfer. The exception to the good record requirement will be made by the central transfer administrator taking into account the recommendation by the Manager.

3. Absent a determination of exception, the following policy applies to transfers:
  - a. If back rent is owed, the resident will not be transferred until a payment plan is established or, if prior payment plans have failed, back rent is paid in full.
  - b. A resident with housekeeping standards violations will not be transferred until he/she passes a follow-up housekeeping inspection. In addition, such transferees will be required to maintain a good housekeeping record for at least the first 6 months following a transfer.

#### E. Cost of Transfers

1. ACHA will pay the cost of transfers it initiates and reasonable accommodation transfers but not those due to changes in family size (overcrowding and over housing) or change in income tier.
2. Transfers in connection with modernization or revitalization will include moving expenses including the cost of disconnecting and reconnecting utilities.

#### F. Transfers at Section 8 project-based and Low Income Housing Tax Credit Properties

Not all the properties ACHA owns and manages are public housing properties. Some are multifamily Section 8 new construction developments and others are LIHTC properties. Because ACHA operates properties under multiple programs, public housing tenants are not able to transfer to or from these properties. They must, instead, be processed as applicants.

Current tenants of Section 8 project based developments or tax credit properties may be transferred within the properties but not to other developments. These transfers will be handled by ACHA's Special Projects Coordinator,

### VI. Annual Reexaminations of Income and Family Circumstances

#### A. Eligibility for Continued Occupancy

Residents who meet the following criteria will be eligible for continued occupancy:

1. Qualify as a family as defined in Section XIII of this policy.<sup>18</sup>
2. Are in full compliance with the resident obligations and responsibilities as described in the dwelling lease as documented by a lack of lease violation notices in their files. **24 CFR § 966.4(f)**
3. Whose family members each have verified Social Security numbers. **24 CFR § 5.216**
4. Who meet HUD standards on citizenship or immigration status or are paying a pro-rated rent **24 CFR § 5.5**
5. Who are in compliance with the ACHA's Community service requirements, if applicable.<sup>19</sup>

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<sup>17</sup> e.g., a single person is living alone in a three bedroom unit and does not want to move

<sup>18</sup> For purpose of continued occupancy, remaining family members qualify as a family so long as at least one of them is of legal age to execute a lease. Remaining family members can also include court recognized emancipated minors under age 18

<sup>19</sup> applicable to certain adults who are not exempted because they are elderly, disabled and unable to work, working, or participating in qualifying educational or job training programs



## B. Remaining Family Members and Prior Debt

1. If the head of household dies or leaves the unit, continued occupancy by remaining family members is permitted only if:
  - a. The family reports the departure (or death) of the head of household within 10 days of the occurrence: and
  - b. The family includes a member who can pass screening and is either of legal age to execute a lease or is a Court-recognized emancipated minor; and
  - c. The new head signs a new lease within 10 calendar days of the departure/death of the former head.
2. Remaining family members aged 18 years or older will be held responsible for debts incurred by the former head or spouse.
3. ACHA will not hold remaining family members (other than the head or spouse) responsible for any portion of the debt incurred before the remaining member attained age 18.

## C. Reexaminations

1. Regular reexaminations: ACHA shall, at least once every 12 months, re-examine the family composition and incomes of all resident families. **24 CFR § 960.257**
2. 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 120 days until a reasonably accurate estimate of income can be made. **24 CFR § 5.609(d)**
3. A special reexamination 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. **24 CFR § 960.257**
4. Zero Income Families: Unless the family has income that is excluded for rent computation (e.g., the family receives state funding for the care of foster children), families reporting zero income will have their circumstances examined every 90 days until they have a stable income. As required by Federal regulations, 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. **24 CFR § 5.609**
5. If ACHA is terminating the lease of a resident when the resident is scheduled for reexamination, the reexamination will be completed but a new lease will not be executed:
  - a. If ACHA prevails in the lease termination action, a new lease will not be executed, and the resident will be evicted.
  - b. If the resident prevails in the lease termination action, a new lease will be executed.
6. Action Following Reexamination: If there is any change in rent, a Notice of Rent Adjustment will be issued. **24 CFR § 966.4(a)(3)**
  - a. If any change in the apartment size is required, the resident will be placed on a transfer list in accordance with the transfer criteria described above in this policy and moved to an appropriate apartment when one becomes available. **24 CFR § 966.4(c)(3)**
  - b. The Notice of rent adjustment will include the current rent, the new rent, the date when the new rent takes effect, the reason for the rent adjustment, and the fact that the resident has the right to request a Grievance hearing if he/she disagrees with or does not understand the new rent.



7. Effective Date of Adjustments

- a. Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.
- b. Rent decreases go into effect the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
- c. Rent increases (except those due to misrepresentation) require 30 days' notice and become effective the first day of the following month.
- d. Rent increases due to misrepresentation are retroactive to the first of the month following the event that was misrepresented or not reported.

D. Over-Income Tenants

If it is found either at an annual reexamination or at an interim adjustment that a family's income exceeds the "Over-Income Limit" (2.4 times the Very Low Income Limit based on family size), the family will be notified as follows:

- That if their income continues to exceed the Over-Income Limit for the next 24 consecutive months, they will be required to move out of public housing within six months from that date.
- That if their income drops below the Over-Income limit at any time in the next 24 months, they should report for an Interim adjustment to rent, and they may stay in public housing.
- That they will be recertified 12 months after the first determination that they are Over Income, and again at 24 months after the initial Over-Income determination.
- That if they believe their income has been determined incorrectly, they may request a grievance hearing.

**VII. Interim Rent Adjustments: Modified Fixed Rent System**

A. Adjusting Rent between Regular Reexaminations

1. **Residents are required to report all changes in family composition or status to the ACHA 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 income decreases promptly. **Residents are also required to report interim increases in income if they have been granted interim rent reductions or have previously reported zero income.****
2. ACHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. ACHA will process interim changes in rent in accordance with the chart below:

INCOME CHANGE	ACHA ACTION
(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days or subject to Imputed Welfare Income rules <sup>20</sup> .	• Process interim rent reduction if income decrease will last more than 30 days. <b>24 CFR § 5.609</b>

<sup>20</sup> Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self-sufficiency requirements are not eligible for rent reductions (**24 CFR § 5.615**).



(b) Increase in verified family deductions	• Process interim rent reduction if income decrease will last more than 30 days. <b>24 CFR § 5.609</b>
(c) Increase in income following ACHA granting interim rent decrease.	• Process interim rent increase for income increases after interim rent reductions.
(d) Increase in earned income from the employment of a current household member.	•Defer rent increase until next regular reexam. <b>24 CFR§ 960.255</b>
(e) Increase in unearned income (e.g., COLA adjustment for social security).	• Defer rent increase to January 1 <sup>st</sup> unless their COLA occurs in December, in which case the COLA rent increase will occur February 1 <sup>st</sup> .
(f) Increase in income because a person with income (from any source) joins the household.	Conduct an Interim Redetermination of the family's income and raise the rent.
(g) Increase in income because Tenant misrepresented income or deductions.	Conduct an Interim Redetermination of the family's income and raise the rent retroactively to the date of the misrepresentation.
(h) Increase in monetary or non-monetary income after Resident claims zero income	• Process an interim rent increase.

3. ACHA will process an interim increase in rent only if
  - a. the resident has misrepresented or failed to report facts upon which rent is based, so the rent the Resident is paying is less than it should have<sup>21</sup>; or
  - b. the resident's income increases after the resident was granted an interim decrease in rent; or
  - c. the resident reported zero income and has a verified increase in income (that may be a non-monetary contribution); or
  - d. a person with income joins the household.
4. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by the ACHA. **24 CFR § 960.259(c)**
5. ACHA will process interim decreases in rent as follows:
  - a. When a decrease in income is reported, and ACHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.
  - b. Residents reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.
6. Residents granted a reduction in rent are required to report for special reexaminations at intervals determined by the Housing Manager. Reporting is required until income increases, or it is time for the next regularly scheduled reexamination, whichever occurs first.
7. If residents experience a decrease in income from public assistance because their grant is cut

<sup>21</sup> ACHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.



for one of the two following reasons, their rent will not be reduced:

- a. Welfare department has reduced the grant because of welfare fraud; or
  - b. Welfare department has reduced the grant because the family failed to comply with economic self-sufficiency requirements.
8. If a resident challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.
  9. If the welfare department upholds the grant reduction, the resident shall owe a retroactive rent on the interim rent reduction granted in "8" above.
  10. If the welfare department overturns the grant reduction, no retroactive balance is owed. See *ACHA Procedure on Imputed Welfare Income*

**B. Interim Changes in Family Composition**

1. All changes in family composition must be reported within ten days of occurrence. Certain types of changes do not require ACHA advance approval, but they must be reported within ten days if occurrence, including:
  - a. Someone listed on the lease leaving the unit.
  - b. Birth, adoption or court-awarded custody of a child.
  - c. Any family member, including the sole member, who is away from the unit for 90 consecutive days will be considered permanently absent unless approved in writing by ACHA
  - d. If any member, including the sole member is incarcerated for 90 or more consecutive days he/she will be considered permanently absent. ACHA may grant an exception for individuals who are absent due to pre-trial incarceration, for those sentenced to "alternative to incarceration programs, community supervision or house arrest".
  - e. Absence for Medical Reasons: If a family member leaves the household to enter a facility such as a hospital, nursing home or rehabilitation center, ACHA will seek advice from the member's qualified medical practitioner about the likelihood and timing of their return. If permanently confined to a nursing home; the family member will be considered permanently absent. If the medical practitioner states that the family member will return in less than 180 days, the family member will not be considered permanently absent as long as rent and other changes continue to be paid.
2. Additions of the following persons must be requested in writing and require written permission from ACHA **before** the persons may move into the apartment:
  - a. Adult family member (including a new spouse).
  - b. Foster child or children.
  - c. Foster adult.
  - d. Live-in Aide.
  - e. Child in kinship care.
3. All adults who are proposed for addition to a family or household must be screened by the occupancy division and, with the exception of Live-in Aides, must not overcrowd the unit.
4. When the change in family size would require the family to transfer to a smaller or larger unit, the family will be placed on the transfer list as soon as the change in family circumstances is verified. Transfers will be processed in accordance with this policy.





### C. Effective Date of Rent Adjustments

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

1. Rent decreases go into effect the first of the month following the report of a change. Income decreases reported or verified after the tenant accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
2. Rent increases (except those due to misrepresentation) require 30 days' notice and become effective the first of the second month after the circumstances leading to the increase.

### D. Earned Income Disallowances: Public Housing Properties/ACC Residents ONLY

1. Any adult public housing resident who qualifies for an Earned Income Disallowance before 12/31/23 will be granted the full 24 months of benefit. Beginning 1/1/24 the Earned Income Disallowance benefit will be discontinued due to revised federal law.
2. If a resident goes to work or has new or additional earned income and qualifies no later than 12/31/23 under one of the following three criteria, that individual will receive an Earned Income Disallowance (EID) as described below. To qualify, a public housing Resident:
  - a. Goes to work after having been unemployed for at least twelve months, or goes to work after having earned less in the last 12 months than would be earned working ten hours per week for a fifty-week year earning minimum wage; or
  - b. Receives new or increased earned income during participation in an education, job training, or other economic self-sufficiency activity; or
  - c. Receives new or increased earned income within six months of having received a cash benefit or in-kind services funded through the program of Temporary Assistance to Needy Families. If an in-kind benefit (childcare, clothing or transportation subsidies, for example) was received it must be worth at least \$500 in the past six months.
3. During the first 12 months after the date when the resident qualified for the EID, the resident's rent will not be increased because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID plus any increases in unearned income that may occur after qualifying for the EID.
4. During the second 12 months after the date the resident qualified for the EID, the resident's rent will be increased by an amount based on fifty percent of the resident's incremental earned income.
5. The disallowance periods described in number 3 and 4 above only occur while the resident is employed. If the resident stops working, the disallowance stops and resumes again when the resident goes back to work. During the period when the resident is not employed, rent will be based on the resident's actual income.
6. Even if the full 24 months of disallowance (12 months of full disallowance plus 12 months of 50% disallowance) have not been used, the EID will terminate 24 months from the date when the resident first qualified for the EID.
7. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if they qualify as described under number 1 above.
8. No one receives more than one EID in a lifetime.
9. Residents may qualify for a retroactive EID if **all** the following are true:
  - a. The residents qualified for an EID after 10/1/99; and



- b. The resident reported the increased income; and
  - c. ACHA increased the resident's rent; and
  - d. The resident paid the increased rent.
10. Before the amount potentially owed to a resident for a retroactive rent credit is determined, any amounts owed to ACHA by the resident shall be deducted.
11. If a resident qualifies for a retroactive EID as described in "8" above, he/she shall be entitled to the choice of a payment of the retroactive amount due as calculated above, or a prospective rent credit.

### **VIII. Lease Termination Policies**

#### **A. General Policy: Lease Termination**

Either ACHA or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms **24 CFR § 966.4(I)**.

#### **B. Tenant Repayment Agreements to Avoid Termination**

Whenever a tenant family owes money to ACHA It must be repaid. If the family cannot pay the debt in 30 days, ACHA will offer them one repayment agreement.

If the family is already subject to a repayment agreement, they will NOT be offered a subsequent agreement until the first one is honored in its entirety.

The repayment agreement is a formal written document signed by the tenant and ACHA in which the tenant acknowledges a debt of a specific amount and agrees to repay the amount due at specific time periods.

It is ACHA's policy that debts over \$2000 must be repaid within 48 months, Debts between \$1000 and \$1999 must be repaid within 24 months and amounts under \$1000 must be repaid within 12 months.

The repayment amount should be affordable will typically not exceed 10 percent of the family's monthly adjusted income in most cases. This means the tenant will be paying a total of 40 percent of their adjusted income monthly – their normal tenant rent plus the repayment amount. However, the minimum monthly repayment may not be less than \$25 per month.

#### **C. Late or Missed Payments**

If a regular payment or a payment on a repayment agreement is not received by the end of the business day on the date due, and ACHA has not agreed to the late or missing payment, ACHA will send the family a delinquency notice, giving them 10 business days to make the late payment. If the late payment is not received by the due date in the delinquency notice, it will be considered a breach of the agreement and ACHA will terminate the tenancy in accordance with Pennsylvania law.

#### **D. Deceased Residents**

When a Resident who is the sole occupant of an ACHA unit dies, the lease will terminate automatically. When this occurs, ACHA will attempt to contact the designated emergency contact person or other family members to arrange for the disposition of the deceased tenant's belongings.

If ACHA is unable to reach the deceased Resident's family members, ACHA shall store the resident's property for 30 days, after which it will be disposed of.



#### E. Abandoned Units

If ACHA discovers that a unit is apparently abandoned by a resident, ACHA will promptly change the locks and leave a notice on the door that the tenant may obtain entry by contacting the property manager within 3 days.

If the resident fails to contact the property manager within 3 days, ACHA will move all remaining items out of the unit and store them for 30 days, after which they may be disposed of by any method chosen by ACHA.

#### F. Resident-initiated Lease Terminations

Resident may terminate tenancy by providing 30 days' written notice to ACHA or property manager. An active member of the US armed forces is not required to provide 30 days' notice if he/she is reassigned to another location.

#### G. ACHA-initiated Lease Terminations

1. ACHA or its manager shall terminate the lease only for serious or repeated violations of the material provisions of the lease or other good cause. **24 CFR § 966.4(I)**
2. Manager shall give written notice of proposed lease termination in the form required by the lease and applicable regulations, in English or Spanish, or, in the case of a resident with disability, in the format requested by the resident **24 CFR § 966.4(I)**
3. In accordance with the lease and grievance procedure, ACHA shall notify Resident in the lease termination notice of Resident's grievance rights if the lease termination is subject to the Grievance Procedure.
4. ACHA is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence or stalking (see Definitions in Section XIII) and will offer a resident in this situation an opportunity to certify to such facts.

The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on HUD form 50066) or provide other documentation of their status.

5. If a non-exempt member of a resident family fails to comply with the 8 hour per month Community Service requirement, the entire family may be subject to lease termination. In such cases the resident and the Authority may enter into a contract to make up the delinquent service hours within the 12 months following the period for which hours are delinquent. If, at the end of the second year, the individual fails to perform both the current and delinquent hours agreed to, the Authority will terminate tenancy.
6. The community service requirement does not apply to properties that are project-based Section 8 or low income housing tax credit units that do not receive HUD public housing operating subsidy.

#### H. Notification Requirements

1. The Authority's written Notice of Lease Termination will state the reason for the proposed termination, the section of the lease violated, the details of the reason for termination, the date the termination will take place and will indicate the tenant's rights under state law and this policy. If the tenant is entitled to use the public housing grievance procedure, the Notice of Lease Termination will state the date by which a grievance hearing may be requested.



2. Because HUD has issued a “due process determination” for the Commonwealth of Pennsylvania, tenants whose leases are being terminated for drug-related or violent criminal activity or for other actions that threaten the life, health or safety of other residents or ACHA staff will NOT be offered a grievance hearing but may contest ACHA’s legal action in Magisterial Court.
3. The Notice of Termination may run concurrent with any Notice to Vacate, or other notification required by state law.
4. Notices of lease termination may be personally served on a member of the tenant household who is at least 15 years old, may be taped to the inside of the front door of the unit, or may be mailed by first class mail.
5. When the Authority terminates the lease, written notice will be provided as follows:
  - a. 14 days prior to termination for failure to pay rent.
  - b. 3 days prior to termination, consistent with the exigencies of the situation in cases of violent or drug-related criminal activity that threatens other residents, staff, or neighbors of the property.
  - c. At least 30 days prior to termination in all other cases.

I. Eviction Actions

1. ACHA may evict a resident only by bringing a Court action.
2. The Constable’s office or another legally authorized department is the only entity authorized to execute an eviction.
3. If ACHA files an eviction action against a resident, the resident will be liable for Court costs, including attorney’s fees, unless the resident prevails in the action.
4. ACHA is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident’s control was engaged in the action that violated the lease. The resident must prove this defense by the preponderance of the evidence.
5. In deciding whether or not to evict for criminal activity ACHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effect that the eviction would have on family members not involved in the proscribed activity.
6. In appropriate cases of criminal activity by a family member other than the head or spouse, ACHA may permit continued occupancy by remaining family members and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit or the property.
7. ACHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit.
8. ACHA may require that the remaining family members live in strict compliance with the lease and that the family be placed on lease probation for an appropriate period of time.
9. Once an eviction occurs, the Authority shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit.
10. When a member of a tenant family commits domestic violence against another member of the



tenant family the ACHA may bifurcate the lease and evict only the person committing the violence, permitting the remainder of the family to stay in the unit in accordance with the Violence Against Women Act.

J. Record keeping Requirements

1. A written record of every termination and/or eviction shall be maintained by ACHA, and shall contain the following information:
  - a. Name of resident, resident's race and ethnicity, number and identification of apartment occupied.
  - b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently.
  - c. For lease terminations for criminal activity, a note in the file with the date, case number and source of information relating to the Notice of Arrest or Notice of the Incident.
  - d. For "cause" lease terminations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction.
  - e. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail.
  - f. Date and method of notifying resident; and
  - g. Summaries of any conferences held with resident including dates, names of conference participants and conclusions.
  - h. Copy of the served Termination Notice.
  - i. Copy of any agreed settlement orders.
  - j. Copy of any post-judgment agreements.

**Section 8 Project-based Properties, Multifamily Properties, Low Income Housing Tax Credit Units not receiving HUD Operating Subsidy**

A. General Policy: Lease Termination

Either ACHA or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms.

B. Resident-initiated Lease Terminations

Resident may terminate tenancy by providing 30 days' written notice to ACHA or property manager in accordance with *ACHA Procedure on Lease Terminations*.

C. ACHA-initiated Lease Terminations

ACHA or its manager shall terminate the lease only for

1. substantial lease violations or
2. repeated violations of the lease that disrupt the livability of the project, adversely affect the health, safety or right to peaceful enjoyment of the leased premises of any tenant, interfere with the management of the project, or have an adverse financial effect upon the project, or
3. failure to carry out obligations under the State of State Property Code or
4. other good cause (only at the expiration of the lease term).



5. Manager shall give written notice of proposed lease termination in the form required by the lease and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident
6. ACHA is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence, sexual assault or stalking (see Definitions in Section XIII) and will offer a resident in this situation an opportunity to certify to such facts. The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on the applicable HUD form) or provide other documentation of their status.

#### D. Notification Requirements

The Authority's written Notice of Lease Termination will state

1. The date the lease will be terminated
2. The grounds for termination with enough detail for the tenant to prepare a defense. If the grounds are non-payment of rent, the notice must state the amount of balance due and the date of that computation.
3. That if the tenant remains in the unit beyond the date specified for termination that the Authority may enforce the termination only by bringing judicial action, at which time the tenant may present a defense.
4. That the tenant has 10 calendar days within which to discuss the proposed termination of tenancy with the manager. The 10 calendar days will start on the earlier of the date the notice was hand delivered or the day after the date the notice was mailed
6. Failure of the tenant to object to the termination notice does not constitute a waiver of the tenant's right to contest the Authority's actions in any court proceeding.
7. Termination notices for "other good cause" must provide that the proposed termination will be effective at the later of the end of the lease term or 30 days from the date of the notice.
8. The Notice to Vacate may run concurrent with any notice required by State law.
9. Notices of lease termination may be personally served on a member of the tenant household who is at least 15 years old, taped to the inside of the unit's front door, or may be mailed by first class mail.
10. When the Authority terminates the lease, written notice will be provided as follows:
  - a. 10 days prior to termination for failure to pay rent.
  - b. 10 days prior to termination, consistent with the exigencies of the situation in cases of violent or drug related criminal activity.
  - c. At least 30 days prior to termination in all other cases.

#### E. Eviction Actions

1. ACHA may evict a resident only by bringing a Court action.
2. The Constable's office or another legally authorized department is the only entity authorized to execute an eviction.
3. If ACHA files an eviction action against a resident, the resident will be liable for Court costs, excluding attorney's fees, unless the resident prevails in the action.



4. ACHA is not required to prove that the resident knew or should have known that a family member, household member, guest, or other person under the resident's control was engaged in the action that violated the lease.
5. The resident may raise as a defense that the resident did not know nor should have known about the action that violated the lease.
6. The resident must prove this defense by the preponderance of the evidence.
7. In deciding whether or not to evict for criminal activity ACHA may consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members and the effect that the eviction would have on family members not involved in the proscribed activity.
8. In appropriate cases, ACHA may permit continued occupancy by remaining family members and may impose a condition that the family members who engaged in the proscribed activity will neither reside in nor visit the dwelling unit.
9. ACHA may require a resident who has engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to be allowed to visit and/or reside in the dwelling unit.
10. ACHA may require that the remaining family members live in strict compliance with the lease and that the family be placed on probation for an appropriate period of time.
11. Once an eviction occurs, the Authority shall notify the Post Office that mail should no longer be delivered to the tenant at the dwelling unit.

F. Record Keeping Requirements

A written record of every termination and/or eviction shall be maintained by ACHA, and shall contain the following information:

- a. Name of resident, race and ethnicity, number and identification of apartment occupied.
- b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently.
- c. For lease terminations for criminal activity, a note in the file with the date, case number and source of information relating to the Notice of Arrest or Notice of the Incident
- d. For "cause" lease terminations, copies of any occurrence reports, lease violation notices, or other appropriate documentation of the underlying facts surrounding the incident that is the subject of the eviction.
- e. Specific reason(s) for the Notice(s), with section of the lease violated, and other facts pertinent to the issuing of the Notice(s) described in detail.
- f. Date and method of notifying resident; and
- g. Summaries of any conferences held with resident including dates, names of conference participants and conclusions.
- h. Copy of the served Termination Notice.
- i. Copy of any agreed settlement orders.
- j. Copy of any post-judgment agreements.



## IX. Utilities

### A. Resident-Paid Utilities 24 CFR § 965 & 966.4(b)(2)

The following requirements apply **only** to residents living in developments with resident-paid utilities:

1. In units with Resident-paid utilities, paying the utility bill in a timely manner is an obligation under the lease and failure to pay in a timely manner is a serious violation of the lease, subject to lease termination. **24 CFR § 960.253(c)(3) and 966.4(b)**
2. If a resident or applicant is unable to get utilities connected in his/her own name because of bad credit or a previous balance owed to the utility company at a prior address, the resident or applicant will not be permitted to move into a unit with resident-paid utilities. Depending upon the size and type of unit an applicant needs, the inability of an applicant to get utilities connected may cause the application to be rejected. **24 CFR § 960.203**
3. When a resident makes application for utility service in his/her own name, he or she is required to sign a third-party notification agreement so that ACHA will be notified if the resident fails to pay the utility bill.
4. Each resident will receive a monthly Utility Allowance that reflects a reasonable number of utilities for the specific size and type of apartment occupied. **24 CFR § 5.609**
5. Residents who pay their utility bills directly and are paying an income-based rent have the amount of rent owed to ACHA reduced by the amount of the Utility Allowance. In other words, the resident's Total Tenant Payment, less the Utility Allowance equals the Tenant Rent owed to ACHA.
6. Residents paying Flat Rent do not qualify for a Utility Allowance. Rather the fact that they are paying utilities is taken into account by ACHA in setting the Flat Rent.
7. When a resident's Total Tenant Payment is less than the utility allowance, ACHA will pay a utility reimbursement, equal to the difference between one month's total tenant payment and the utility allowance to either the tenant or the utility supplier. **24 CFR § 5.632**. When the value of the utility reimbursement is less than \$15 per month, reimbursements will be paid quarterly rather than monthly.
8. Residents on whose behalf Utility Reimbursements are paid to the utility company are required to pay the utility supplier for any use in excess of that covered by the Utility Allowance.
9. If the resident's actual utility bill is less than the Utility Allowance, the resident receives the saving.
10. Residents who have elected to pay a Flat Rent do not receive a utility allowance. The value of the utilities paid by the resident have already been deducted from the Flat Rent.

### B. Excess Utility Charges

1. In buildings where utilities are not individually metered (all-bills-paid properties), ACHA may make excess utility charges for the use of certain resident-supplied appliances in excess of those supplied by ACHA. Examples include:
  - a. Second refrigerator.
  - b. Freezer
  - c. Air conditioner





C. Tenant-installed window air conditioners

1. In properties that do not have central air conditioning the tenant may install window air conditioners, subject to these requirements:
  - a. The installation must be inspected and approved by ACHA staff.
  - b. The air conditioner may not be installed no earlier than May 1<sup>st</sup> and must be removed no later than September 30<sup>th</sup>.

D. Reasonable Accommodations 24 CFR § 8.4 and 966.7

1. Residents with disabilities may be entitled to higher than normal utility allowances or may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability.

**X. Flat Rents (Public Housing only)**

A. Flat Rents

1. Flat rents shall be determined in accordance with HUD regulations.
2. Flat rents vary by apartment size and type and also by development location.
3. Flat rents payers do not receive a utility allowance. An apartment with resident-paid utilities will have a lower flat rent than the same apartment with project-paid utilities.

B. Annual Update of Flat Rents

1. ACHA shall review the Flat Rent structure annually and adjust the rents as needed.
2. Flat rents may either be increased or decreased based on HUD's published Fair Market Rents.
3. When a resident chooses Flat rent, his/her rent shall be adjusted only at the next annual reexamination rather than when ACHA may revise the Flat rents.

C. Choice of Rent

1. Once each year, beginning with admission and continuing at each annual reexamination, each family is offered a choice between paying the income-based rent and the Flat rent applicable to the unit they will be occupying.
2. Because of the way the Federal law is written, choice of Flat rent may only be offered at admission and annual reexamination.

D. Recertification of Families on Flat Rents

Families paying flat rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that apartment size is still appropriate and Community Service requirements (if applicable) are met. **24 CFR § 960.257 (a)(2)**

E. Hardship Reduction in Flat Rents

1. If a resident who opted for Flat Rent experiences a decrease in income, Management will perform an Interim Reexamination of Income.
2. If the reduction in income will last more than 30 days, Management will reduce rent to the income-based rent based on verified income information. **24 CFR § 960.253 (f)**
3. If the Resident's income rises again before the annual reexamination, the resident must pay the income-based rent until the next annual reexamination.



## **XI. Determining Income and Rent**

### **A. Annual Income 24 CFR § 5,609**

ACHA shall use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below shall be used.

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. 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 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.
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 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.

If 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 number of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.].
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.).
6. All welfare assistance payments (Temporary Assistance to Needy Families) received by or on behalf of any family member of any age.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)



**B. Excluded Income 24 CFR § 5.609**

Annual Income does not include the following:

1. Income from the 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 individuals with disabilities, unrelated to the resident 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, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature).

(See paragraphs 14. and 15 below for treatment of delayed or deferred periodic payments of social security, supplemental security, or Veterans Administration income benefits.)

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 provided the person meets the definition of a live-in aide.
6. The full amount of student financial assistance paid directly to the student or the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Certain amounts received that are related to participation in the following programs:
  - a. Amounts received under HUD funded training programs (e.g., Step-up program: excludes stipends, wages, transportation payments, childcare vouchers, etc. for the duration of the training).
  - b. 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).
  - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) to allow participation in a specific program.
  - d. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the 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 a limited period as determined in advance by the ACHA.
9. Temporary, non-recurring, or sporadic income (including gifts).
10. 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.
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse).
12. Adoption assistance payments in excess of \$480 per adopted child.
13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to



employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:

- a. State-funded assistance, benefits or services means 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 ACHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work 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.
  - b. During the 12-month period beginning when the member first qualifies for a disallowance, the ACHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
  - c. Regardless of how long it takes a resident to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 24 months.
  - d. The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
  15. Deferred payments of VA disability benefits that are received in a lump sum payment.
  16. 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.
  17. 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.
  18. 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. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; **7 USC 2017 (h)**
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; **42 USC 5044 (g), 5088**

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), and the Older American Committee Service Program.
- National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs.
- Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- c. Payments received under the Alaska Native Claims Settlement Act; **43 USC.1626 (a)**
- d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; **25 USC. 459e**
- e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; **42 USC 8624 (f)**
- f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; **P. L. 94-540, 90 State 2503-04**
- g. The first \$2000 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; and **25 USC 117b, 1407**
- h. 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 of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- i. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC 3056 (f)**
  - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), 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.
- j. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation.
- k. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. **96-420,94 Stat. 1785**
- l. The value of any childcare 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 USC 9858q**
- m. Earned income tax credit refund payments received on or after January 1, 1991, **26 USC 32 (j)**
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.



- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- p. 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.
- q. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.
- r. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act.
- s. Exclusion of income earned under temporary employment with the U.S. Census Bureau; and
- t. Kinship Guardian assistance payments and other guardianship care payments.
- u. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC.
- v. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990.
- w. Payments from any deferred Dept. of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- x. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010.
- y. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case *Elouise Cobell et al v Ken Salazar*.
- z. Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4)).
- aa. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 "Exclusion from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117b(a)); and
- bb. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

C. Anticipating Annual Income **24 CFR § 5.609(d)**

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for school bus drivers or classroom aides who are only paid for 9 months, or for tenants receiving unemployment compensation.)

D. Adjusted Income **24 CFR § 5.611**

Adjusted Income (the income upon which income-based rent is based) means Annual Income less the following deductions:

All Families Eligible (if verified):



1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, BUT ONLY when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member or members released to work; or (b) an amount determined to be reasonable by ACHA when the expense is incurred to permit education or to seek employment.
2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.
3. **Work-related Disability Expenses** — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the 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 the visually impaired, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- a. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- b. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

Only elderly and disabled families eligible, (when verified):

4. **Medical Expense Deduction** — 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, health 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 ACHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.
  - a. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
  - b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
5. **Elderly/Disabled Household Exemption** — An exemption of \$400 per household. See



Definitions in the next section.

6. Optional Deductions/Exemptions: ACHA may amend this policy and grant further deductions. Any such deduction would be noted here. HUD does not increase operating subsidy to offset additional deductions. At the time of adoption, no optional deductions are in effect.

E. Computing Income-based Rent and Choice of Rent in Public Housing **24 CFR § 5.628**

1. Total Tenant Payment (TTP)
  - a. The first step in computing income-based rent is to determine each family's Total Tenant Payment or TTP.
  - b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
  - c. The result of this computation, if a positive number, is the Tenant Rent.
  - d. If the Total Tenant Payment minus the Utility Allowance is a negative number, the result is the utility reimbursement, which is paid directly to the tenant or the utility company by the ACHA.
2. Total Tenant Payment (income-based rent) is the higher of:
  - a. 30% of adjusted monthly income.
  - or
  - b. 10% of monthly income.
  - but never less than the
  - c. Minimum Rent of \$50.
  - and not more than the
  - d. Flat Rent, if chosen by the family
3. Tenant rent
  - a. Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment.
  - b. In developments where the ACHA pays all utility bills directly to the utility supplier, Tenant Rent equals Total Tenant Payment. **24 CFR § 5.634**
4. Minimum Rent
  - a. The public housing Minimum Rent shall be \$50 per month.
  - b. The multifamily housing Minimum rent shall be \$50 per month
5. Minimum rent hardship exemption

A hardship exemption shall be granted to residents who can document that they are unable to pay the minimum rent because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**

  - a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program.
  - b. The family would be evicted as result of the imposition of the minimum rent requirements.





- c. The income of the family has decreased because of changed circumstances, including loss of employment.
- d. A death in the family has occurred.
6. Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income.
7. Choice of Rent (public housing only)

At initial certification and at each subsequent annual reexamination the resident shall be offered a choice of paying either the income-based rent or the Flat Rent applicable to the apartment they will be occupying.

## **XII. Public Housing Family Self-Sufficiency Program**

### **A. Program Objectives**

1. ACHA has established a Family Self-Sufficiency (FSS) Program. The objective of this program is to provide supportive services to program participants that will allow them to become self-sufficient within five (5) years.
2. A detailed description of the FSS Program is included in the FSS Action Plan.

## **XIII. Definitions of Terms Used in This Statement of Policies**

1. 50058 Form: The HUD form PHAs are required to complete and submit to HUD for each assisted household in Public Housing or the Voucher program to record family information relative to a series of actions, beginning with admission to a covered program.

PHAs are required to retain the most recent 3 years of the forms and the supporting documentation and for a 3 year period after the end of participation. 50058 forms must be submitted to HUD no later than 60 days from the effective date of the actions reported.

2. Actual and imminent threat: A physical danger that is real, would occur within an immediate timeframe, 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, and the length of time before the harm would occur.

3. Accessible dwelling units—when used with respect to the design, construction or alteration of an individual dwelling unit, means that the apartment is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with physical disabilities. An apartment 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.

When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the apartment will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.

4. Accessible Facility - means all or any portion of a facility other than an individual dwelling unit used by individuals with physical disabilities. **24 CFR § 8.21**



5. 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 (UFAS). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility. **24 CFR § 8.3 & § 40.3.5**
6. Adaptability - Ability to change certain elements in a dwelling unit to accommodate the needs of disabled and non-disabled persons; or ability to meet the needs of persons with different types & degrees of disability. **24CFR § 8.3 & § 40.3.5**
7. Adult: - A household member who is at least 18 years old or who is the head of household, spouse, or co-head.
8. Affiliated Individual - with respect to an individual, means (1) a spouse, parent, brother, sister or child of that 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 (2) any individual, tenant, or lawful occupant, living in the household of that individual.
9. Alteration - any change in a facility or its permanent fixtures or equipment. It does not include normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems. **24 CFR § 8.3 & § 8.23 (b)**
10. 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 Housing Act and the PHA agrees to comply with HUD program requirements.
11. Applicant – an individual or a family that has applied for admission to housing.
12. Area of Operation - Jurisdiction of ACHA as described in state law and ACHA's Articles of Incorporation – the County of Allegheny except for the cities of Pittsburgh and McKeesport.
13. Assets - Assets means “cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets.” See the definition of Net Family Assets, for assets used to compute annual income. **24 CFR § 5.603**
14. Auxiliary Aids - means 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. **24 CFR § 8.3**
15. Bifurcate – To divide a lease in a way that certain tenants can be evicted or removed, and the remaining tenants can continue to reside in the unit.
16. Care attendant - a person that regularly visits the apartment of a ACHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by ACHA must demonstrate separate residence) and do not live in the public housing apartment. Care attendants have no rights of tenancy.
17. Citizen – Citizen (by birth or naturalization) or national of the United States. **24CFR § 5.504**
18. Co-head of household – One of two persons held responsible and accountable for the family.
19. Community Service Requirements – The performance of voluntary work or duties that benefit the public and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities. See *ACHA Policy on Community Service*.



20. Covered Families for Welfare Benefits – 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 participate in an economic self-sufficiency program as a condition for such assistance.
21. Covered Person – For the purposes of lease enforcement, covered person means a tenant, any member of the tenant’s household, a guest or another person under the tenant’s control. **24 CFR § 5.A**
22. Dating Violence – for purposes of interpreting the Violence Against Women Act, Violence committed by a person:
  - a. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and?
  - b. Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.
23. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. **24 CFR § 5.603**
24. Designated Family - means the category of family for whom ACHA elects (subject to HUD approval) to designate a project (e.g., elderly family in a project designated for elderly families, as at Roseland Gardens) in accordance with the 1992 Housing Act. **PL 96-120**
25. Designated housing (or designated project) - a project(s), or portion of a project(s) designated for elderly only or for disabled families only in accordance with **PL 96-106**.
26. Development – The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance or are treated as a whole for processing or subsidy determination purposes, whether or not located on a common site. **24 CFR § 5.603**
27. Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source. The amount of the deduction is the dollar value of care or apparatus expenses that exceed 3 percent of Annual Income, but never more than the amount earned by all adult family members who are working.
28. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **24 CFR § 5.403**
29. Displaced Person – A person who is displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or formally recognized pursuant to federal disaster relief laws **24 CFR § 5.403(b)** For purposes of redevelopment activities, a family may also be displaced as defined in the Uniform Relocation Act. Such families have been displaced if they have been required to permanently move from



real property for the rehabilitation or demolition of such property. These families may be entitled to specified benefits under the Uniform Relocation Act. **49 CFR § 24.2**

30. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **24 CFR § 5.603** in this section.)
31. Domestic Violence: for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited 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.
32. Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. **24 CFR § 5.A**
33. Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. **24 CFR § 5.603**
34. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403**
35. Elderly Person - A person who is at least 62 years of age. **42 USC 1437a(b)(3)**
36. Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable USBCI document. **24 CFR § 5.0508**
37. Emancipated Minor – The Commonwealth of Pennsylvania has no statutory process for the emancipation of minors.
38. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD adjusted for family size.
39. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or other operation of law who will live together in ACHA housing; **OR** two or more persons who are not so related, but are or will be regularly living together, can verify shared income or resources who will live together in ACHA housing.

The term family also includes, as defined herein: Elderly family, Near elderly family, disabled family, displaced person, single person, the remaining member of a tenant family, or a kinship care arrangement. Other persons, including members temporarily absent (e.g., a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family. **24 CFR §§ 5 and 960**



Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights as "remaining family members".

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as "remaining family members".

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

40. Fixed Income – A family is considered to be a "fixed income family" when 100% of their income comes from social security, SSI, SSID, pensions, and/or other periodic payments from annuities, insurance policies, retirement funds, disability or death benefits and other types of periodic receipts that are substantially the same amounts from year to year.
41. Foster Adult – An adult (usually a person with disabilities) who is placed in someone's home by a governmental agency so the family can help with his/her care. Foster adults may be members of ACHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.
42. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to college, university, secondary school, vocational school or trade school. **24 CFR 5.603**
43. Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. **24 CFR § 5.A**
44. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.
45. Homeless – ACHA will use the Hearth Act definition of Homeless, meaning an individual or family who lacks a fixed, regular and adequate nighttime residence, meaning
  - a. An individual or family with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground or
  - b. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state or local government programs for low-income individuals) or
  - c. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution: or

Any individual or family who:

- a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place



within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and

- b. Has no other residence; and
  - c. Lacks the resources or support networks, e.g., family, friends, and faith-based or other social networks to obtain other permanent housing.
46. Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.
47. Imputed Welfare Income – The amount of Annual Income by which a resident's welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. **24 CFR § 5.615(b)**
48. In-Kind payments – Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, babysitting on a regular basis).
49. Individual with Disabilities, Section 504 definition **24 CFR § 8.3**

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of "Person with Disabilities" as defined later in this section. Note: The Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term "individual with a disability". Individual with disabilities means any person who has:

- d. A physical or mental impairment that:
  - substantially limits one or more major life activities.
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- e. For purposes of housing programs, 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.

f. Definitional elements:

"Physical or mental impairment" means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

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” means functions such as caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

“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.

“Is regarded as having an impairment” means 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; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

g. The 504 definitions of disability does not include homosexuality, bisexuality, or transvestitism because these are not disabilities. These characteristics do not disqualify an otherwise disabled applicant/resident from being covered. The 504 definitions of individual with disabilities is a civil rights definition. To be considered for admission to public housing designated for people with disabilities or to receive a disability-related income deduction a person must meet the program definition of “Person with Disabilities” found in this section.

50. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care. This is usually accomplished through school or medical records.

51. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by ACHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the apartment except to provide the necessary supportive services **24 CFR 5.403**

52. Local Preferences:

There are 6 local preferences in effect. An applicant will qualify for a preference if he/she qualifies in one or more of the following categories (defined Chapter XII, Definition of Terms):

a. **Veteran’s Preference:** This is the highest preference and is awarded to a family whose head, spouse, co-head or sole member is a veteran of the U.S. military with an honorable discharge or the family of the surviving spouse or co-head of such a veteran.

The remaining preferences are of equal weight.

b. **Disaster Preference:** Applicants displaced by a Federally declared disaster, or a local disaster<sup>22</sup> will qualify for this preference if they apply within 90 days from the date the disaster is declared (and the waiting list is open at that time). They will be admitted in the following order:

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<sup>22</sup> A local disaster is one that is declared by the State or County or recognized by the Executive Director and ratified by the Board of Commissioners.



- 3) Existing public housing residents and HCV program participants
  - 4) Applicants who were not previously living in assisted housing but who meet all other application criteria.
  - c. Mixed population building preference:<sup>23</sup> In buildings designed for occupancy by Elderly and Disabled families, applications from single persons who qualify under the definitions of Elderly Family, Disabled Family and Displaced Person will be ranked higher than those of single persons who are not elderly, disabled or displaced. None of these properties has been formally designated for Elderly and Disabled families.
  - d. Special programs preference: The ACHA may set aside units in a specific property or properties for use by families being assisted by a social service agency with which the ACHA has a formal agreement under which the ACHA provides housing to the eligible applicants referred by the agency and the agency continues to provide support to those families. All such formal agreements shall be adopted by the ACHA's Board of Commissioners by resolution in a properly notice public meeting.
  - e. Aging out of Foster Care: ACHA will award an admissions preference to one or more individuals who are aging out of Foster Care. Two or more of such individuals, even if not related by blood will be considered a family if they choose to reside together and share resources.
  - f. Former Nursing Home Residents: Individuals referred by nursing homes who do not need full-time nursing care but who do need low income housing.
  - g. Confidential Informants and Witnesses to Crimes: Current public housing residents and applicants who assist the ACHA Police Department either as confidential informants or as witnesses to crimes will receive admission or transfers to other ACHA properties so long as they continue to cooperate with the ACHA Police and, when they complete their crime reduction activities will be issued Housing Choice Vouchers so they can relocate.
53. Lower-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. **42 USC 1437a(b)**
54. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of Annual Income. **24 CFR § 5.603**
55. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them "emancipated".
56. Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent based upon the percentage of family members who are ineligible immigrants. **24 CFR § 5.504**
57. Mixed Population Project - means a public housing project for elderly and disabled families. The ACHA is not required to designate this type of project.

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<sup>23</sup> This preference shall not apply to units in General Occupancy properties.





58. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. **24 CFR § 8.3**
59. 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, or birth in a foreign country to a parent who is a U.S. citizen. **24 CFR § 5.504**
60. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **24 CFR § 5.403**
61. Near-elderly person - means a person who is at least 50 years of age but less than age 62, who may be a person with a disability **42 USC 1437a(b)(3)**
62. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of **24 CFR § 5.603**
- Real property (land, houses, mobile homes)
  - Savings (CDs, IRA, 401(k) or KEOGH accounts, checking and savings accounts, precious metals)
  - Cash value of whole life insurance policies
  - Stocks and bonds (mutual funds, corporate bonds, savings bonds)
  - Other forms of capital investments
  - For non-revocable trusts, income distributed from the trust will be counted as part of Annual Income, but the value of the trust will not be considered in net family assets.
- Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.
- Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.
- In determining the value of real estate, ACHA uses 10% of the market value of the property as a reasonable cost that would be incurred in selling a property. Hence the net value of any type of real estate would be the market value, established using real estate appraisals, tax records and industry-recognized tools such as Zillow, Trulia, Redfin or Realtor.com, less 10% of the market value. If using real estate tax records, ACHA shall use the market value or apply the Common Level Ration to the assessed value.
- In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms
63. Occupancy Standards – The method ACHA uses to determine the number of bedrooms needed to house families of different sizes or compositions.



64. Other Person Under the Resident’s Control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes (the pizza delivery guy) is not “under the resident’s control”. **24CFR § 5.**
65. Permanently Absent – A person or persons not actually residing in an ACHA unit who once lived there but has been absent from the unit for more than 90 consecutive days as described in this policy.
66. Person with disabilities<sup>24</sup> 42 USC 1437a(b)(3) means a person<sup>25</sup> who —
- a. Has a disability as defined in Section 223 of the Social Security Act 42 USC 423; or,
  - b. Has a physical or mental impairment that:  
Is expected to be of long continued and indefinite duration.  
Substantially impedes his/her ability to live independently; and,  
Is of such nature that such disability could be improved by more suitable housing conditions; or,
  - c. Has a developmental disability as defined in Section 102 (5) (b) of the Developmental Disabilities Assistance and Bill of Rights Act 42 USC 6001 (5)?  
This is the definition that is used for eligibility and granting deductions for rent.
67. Portion of Development - includes one or more buildings in a multi-building project; one or more floors of a development or developments; a certain number of dwelling units in a development or developments. **24 CFR § 945.105**
68. Premises – for purposes of the anti-drug provisions of this policy, the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.
69. Refusal of Housing – An applicant’s choice not to accept a ACHA offer of housing without good cause.
70. Rejection or Denial for Housing – ACHA’s determination not to accept an applicant either because of ineligibility or failing applicant screening.
71. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the ACHA can demonstrate would result in a fundamental alteration in its nature.
- a. Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient’s selection criteria and be capable of complying with all obligations

<sup>24</sup> NOTE: this is the program definition for public housing. The 504 definition does not supersede this definition for eligibility or admission. **24 CFR 8.4 (c) (2)**

<sup>25</sup> A person with disabilities may be a child

- of occupancy with or without supportive services provided by persons other than the ACHA.
- b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a project where such supportive services are provided by the ACHA as a part of the assisted program. The person may not be ‘qualified’ for a project lacking such services. 24 CFR § 8.3
72. Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
73. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
74. Spouse - Spouse means the husband or wife of the head of the household.
75. Stalking – for purposes of interpreting the Violence Against Women Act, 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 (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.
76. Tenant Rent - The amount payable monthly by the Family as rent to ACHA. If all utilities (except telephone) and other essential housing services are supplied by the ACHA, Tenant Rent equals Total Tenant Payment. If some or all utilities (except telephone) and other essential housing services are not supplied by the ACHA the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance 24 CFR § 5.6.
77. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:  
The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Resident pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. 24 CFR §5.6 See definition for Tenant Rent
78. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to ensure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR § 8.32 (a).
79. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility 24 CFR § 965.473
80. Utility Allowance - At properties with tenant-paid utilities, this is a dollar amount established in accordance with HUD regulations (24 CFR § 965) for utilities paid directly to the utility supplier by residents. It is adequate to include reasonable consumption for major equipment such as heat, water heating and appliances, but does not include air conditioning in family



developments. The amount of the utility allowance is subtracted from each resident's Total Tenant Payment to determine Tenant Rent.

81. Utility Reimbursement – At properties with tenant-paid utilities, amounts paid to families or utility providers when the families' Total Tenant Payment is less than the Utility Allowance for tenant-paid utilities.

Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.

82. Very Low-Income Family – A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.

83. Visitor – A non-resident who has registered with the Manager and has permission to stay overnight in a ACHA unit.

84. Welfare Assistance– Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.

85. Work Activities – As used in the HUD definitions at 24 CFR § 5.603 the term work activities means:

- a. Unsubsidized employment.
- b. Subsidized private sector employment.
- c. Subsidized public sector employment.
- d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available.
- e. On-the-job training.
- f. Job search and job readiness programs.
- g. Community service programs; Vocational educational training (< 12 months)
- h. Job skills training directly related to employment.
- i. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency.
- j. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence.
- k. The provision of childcare services to an individual who is participating in a community service program.

#### **XIV. PUBLIC HOUSING COMMUNITY SERVICE POLICY**

##### **A. Background**

1. As all staff of ACHA know, the Community Service requirement is only applicable to residents of public housing properties or residents living in ACC subsidized units at mixed finance properties. No one living in a multifamily property, or a project based voucher property or using a tenant based voucher in a market rate unit at a mixed finance property is subject to the Community Service requirement.
2. ACHA is working to enable its residents to become fully economically independent. In support of this goal and HUD requirements, ACHA requires that all non-exempt members of resident



families meet monthly targets for neighborhood service or economic self-sufficiency, as monitored monthly.

3. The Community Service requirement is 8 hours per month for each non-exempt adult (not for each family with a non-exempt adult).
4. Compliance with Community Service activities is monitored by monthly contact between the non-exempt resident and the Resident Service Coordinator. ACHA opts not to accept tenant certifications of compliance with the Community Service requirement. It will continue to verify compliance.

## B. Definitions

1. Community Service - volunteer work that benefits the property or the local neighborhood includes, but is not limited to:
  - a. Work at a local institution, including but not limited to school, community center, hospital, hospice, recreation center, senior center, adult day care program, homeless shelter, meals or feeding program, library or bookmobile, before- or after-school education program, or childcare center, etc.
  - b. Work with a non-profit organization that serves ACHA residents or their children, including but not limited to: Boy Scouts, Girl Scouts, Boys or Girls Club, 4-H Club, PAL, Garden Center, Neighborhood clean-up programs, Beautification programs, etc.
  - c. Work with a community arts program involving performing arts, fine arts, visual arts or crafts including but not limited to community theater, dance, music (orchestra, voice, choir, band, small ensemble, etc.), etc.
  - d. Work with any program funded under the Older Americans Act, including but not limited to: Green Thumb, Service Corps of Retired Executives, Meals on Wheels, etc.
  - e. Work with service programs sponsored by churches so long as they do not involve religious education or the practice of religion (e.g., a meals program for the homeless sponsored by a church and provided in the parish hall would be acceptable, teaching Sunday School would not).
  - f. Work with other youth, disability service or advocacy, or senior organizations.
  - g. Work at the property to help improve physical conditions (for example as a ground or building captain, or on a beautification program for the building or grounds).
  - h. Work at the property to help with children's programs.
  - i. Work at the property to help with senior programs.
  - j. Help neighborhood groups with special projects.
  - k. Work through the Resident Association to help other residents with problems, serving as an officer in an RA, serving on the RA or Resident Advisory Board.
  - l. Care for the children of other residents so they may volunteer.
2. Political activity is excluded.
3. Work activity must not take the place of work performed by paid employees.
4. Self-sufficiency Activities - include, but are not limited to:
  - a. Job readiness programs.



- b. Job training programs.
  - c. Skills training programs.
  - d. Higher education (Junior college or college).
  - e. Vocational education.
  - f. GED classes.
  - g. Verifiable job search activities.
  - h. Apprenticeships.
  - i. Substance abuse or mental health counseling.
  - j. English proficiency or literacy (reading) classes.
  - k. Parenting classes.
  - l. Budgeting and credit counseling.
  - m. Any kind of class that helps a person toward economic independence.
  - n. Carrying out any activity required by the Department of Public Assistance as part of welfare reform.
  - o. The self-sufficiency hours counted toward the 8 hour per month requirement will be only hours when a non-exempt adult is actually attending class or engaged in job training. It will not include time in transit.
1. Exempt Adult - an adult member of the family who is not required to perform Community Service because he/she:
    - a. A person who is 62 years or older
    - b. A person who is blind or disabled, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. Section 416(i)(1); Section 1382c), and who certifies that, because of this disability, she or he is unable to comply with the service provisions of this subpart
    - c. A primary caretaker of a person who is blind or disabled
    - d. A person engaged in work activities. In order for an individual to be qualified under this definition they must be exempt from the CSSR because he/she is "engaged in work activities," the person must be participating in an activity that meets one of the following:
      - Working at least 30 hours per week in an unsubsidized job
      - Subsidized private-sector employment
      - Subsidized public-sector employment
      - On-the-job-training
      - Job-search
      - Community service programs
      - Vocational educational training (not to exceed 12 months with respect to any person)
      - Job-skills training directly related to employment
      - Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
      - Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate



- e. A member of a family receiving and compliant with requirements of the Temporary Assistance for Needy Families (TANF) (45 CFR Part 260)
- f. A member of a family receiving and compliant with requirements of the Supplemental Nutrition Assistance Program (SNAP) (7 CFR Parts 271, 272 and 273)
- g. A member of a family receiving assistance, benefits, or services under any other welfare program of the State in which the ACHA is located, including a State-administered Welfare-to-Work program, who has not been found by the State or other administering entity to be in noncompliance with such a program.

### C. Requirements of the Program

1. Each non-exempt adult in a public housing family must contribute and document some combination of 8 hours per month of Community service or self-sufficiency activity.
2. The 8 hours per month may be either volunteer work or self-sufficiency program activity or a combination of the two.
3. At least 8 hours of activity must be performed each month. An individual may not skip a month and then double up the following month, unless special circumstances warrant special consideration. ACHA will make the determination of whether to allow or disallow a deviation from the schedule.
4. Activities must be performed within the neighborhood and not outside the jurisdictional area of the ACHA. The exception to this rule would be adults who are enrolled in full-time higher education or vocational training. Their hours of education would count toward the requirement.
5. Family obligations
  - a. At lease execution or re-examination after the effective date of this policy, all adult members (18 or older) of a public housing resident family must
    - 1) provide documentation that they are exempt from Community Service requirement if they qualify for an exemption, and
    - 2) sign a certification that they have received and read this policy and understand that if they are not exempt, failure to comply with the Community Service requirement will result in termination of their lease.
  - b. Once each month non-exempt family members must present a completed documentation form (provided by ACHA) of activities performed over the previous month to the Housing Manager.
  - c. At each annual re-examination, non-exempt family members must present a completed documentation form (provided by ACHA) of activities performed over the previous twelve months. Both forms will include places for signatures of supervisors, instructors, or counselors certifying to the number of hours contributed each month by month.
6. Change in exempt status:
  - a. If, during the twelve (12) month period, a non-exempt person becomes exempt, it is his/her responsibility to report this to ACHA and provide documentation of such.
  - b. If, during the twelve (12) month period, an exempt person becomes non-exempt, it is his/her



responsibility to report this to ACHA and the property manager.

- c. The Housing Manager will provide the person with the Recording/Certification documentation form and a list of agencies in the neighborhood that provide volunteer and/or training opportunities.

D. ACHA obligations

1. To the greatest extent possible and practicable, ACHA and its property managers will
  - a. provide names and contacts at agencies that can provide opportunities for residents, including those with disabilities, to fulfill their Community Service/self-sufficiency obligations.
  - b. include in the Community Service requirement a disabled person who is otherwise able to be gainfully employed, since such an individual is not exempt from the Community Service requirement; and
  - c. provide referrals for volunteer work or self-sufficiency programs.
2. The property manager will provide the family with exemption verification forms and Recording/Certification documentation forms and a copy of this policy at initial application and at lease execution.
3. ACHA will make the final determination as to whether or not a family member is exempt from the Community Service/self-sufficiency requirement.
4. Residents may use ACHA's Grievance Procedure if they disagree with ACHA's determination.

E. Noncompliance of a non-exempt family member

1. If a non-exempt adult fails to report to the Manager or fails to complete the required eight hours of neighborhood service or self-sufficiency activity, the non-exempt adult shall be considered to be in noncompliance.
2. When a property manager receives a report of a non-exempt adult's failure to either report or complete the required activity, the property manager shall send a Notice of Lease Violation to the head of household.
3. The non-exempt adult may be granted additional time to make up any lost hours, properly reported to the Manager.
4. If the non-exempt adult who fails to make up the required hours is someone other than the head of household, the remaining family members may retain their tenancy if the noncompliant adult leaves the household.
5. The family may use ACHA's Grievance Procedure to contest the lease termination.



**ALLEGHENY  
COUNTY  
HOUSING  
AUTHORITY**



**ADMINISTRATIVE PLAN  
FOR  
HOUSING CHOICE VOUCHER and  
PROJECT-BASED VOUCHER  
PROGRAMS**





## Housing Authority

### HOUSING CHOICE VOUCHER PROGRAM: ADMINISTRATIVE PLAN FOR THE HCV HOUSING CHOICE VOUCHER PROGRAMS

<b>Introduction</b> .....	1
<b>Purpose of the Administrative Plan</b> .....	1
<b>Section I. Special Conditions &amp; Objectives of the HCV Program</b> .....	1
<b>A</b> Objectives of the Program .....	1
<b>Section II. Fair Housing and Equal Opportunity</b> .....	2
<b>A.</b> Nondiscrimination and Affirmatively Furthering Fair Housing .....	2
<b>B.</b> Applicable Federal Laws and Regulations .....	2
<b>C.</b> Equitable Treatment .....	3
<b>D.</b> Providing Information to Families and Owners .....	3
<b>E.</b> Discrimination Complaints .....	4
<b>F.</b> Reasonable Accommodations for People with Disabilities .....	4
<b>G.</b> Denial or Termination of Assistance .....	7
<b>H.</b> Providing Information in Languages other than English for persons with Limited English Proficiency .....	7
<b>Section III General Administrative Provisions of Program Operation</b> .....	8
<b>A.</b> Quality Control and Analysis of Data .....	8
<b>B.</b> Privacy Rights of Clients .....	8
<b>C.</b> Legal Jurisdiction of ACHA's Programs .....	9
<b>D.</b> Compliance with Federal Rules and Regulations .....	9
<b>E.</b> Records Retention .....	9
<b>F.</b> Eligible Types of Housing .....	9
<b>G.</b> Continuously Assisted Families .....	10
<b>H.</b> Management Assessment Objectives .....	10
<b>I.</b> Outreach to Eligible Families, Affirmative Marketing .....	11
<b>J.</b> Owner Outreach .....	11
<b>K.</b> Owner Outreach in Low Poverty Areas .....	11
<b>Section IV. Qualification for Admission to the Voucher Program</b> .....	12
<b>A.</b> Eligibility Criteria .....	12
<b>B.</b> Criminal History Check .....	14
<b>C.</b> Additional HUD Eligibility Criteria .....	15
<b>D.</b> Other Admission Requirements - Debts Owed to ACHA .....	16
<b>E.</b> Public Housing and Former Participants .....	16
<b>Section V. Admission Process</b> .....	17
<b>A</b> When Applications are Accepted .....	17
<b>B</b> How the Waiting List is Organized .....	17
<b>C.</b> The Application .....	17



D.	Opening the Waiting List .....	17
E.	Completion of Applications .....	18
F.	Continuously Assisted Families/Special Admissions .....	18
G.	Administration of the Waiting List .....	18
H.	Selection from the Waiting List: The HCV Program.....	19
I.	Income-Targeting Requirement.....	19
J.	Determination of Ineligibility and Informal Review .....	20
K.	Briefing and Issuance of Vouchers.....	21
L.	Promoting Housing Opportunities.....	21
M.	The Term of Vouchers.....	21
<b>Section VI. Payment and Subsidy Standards .....</b>		<b>23</b>
A.	Payment Standards .....	24
B.	Family Subsidy Standard at Admission .....	25
C.	Live-in Aides.....	25
D.	Family Subsidy Standard during participation .....	26
E.	Occupancy Standards .....	26
F.	Unit Size Selected by Voucher Holder.....	27
G.	Remaining Family Member.....	27
H.	Temporary Absence of Head of Household.....	27
I.	Separation or Divorce.....	29
J.	Determination of Family Share of Housing Cost .....	30
K.	Exemption from Minimum Rent Requirement.....	29
L.	Adjustments to Income .....	30
M.	Verification of Income, Assets and Deductions .....	31
N.	Non-Cash Contributions To Families.....	31
O.	Maximum Initial Rent Burden .....	30
P.	Utility Allowance .....	30
Q.	Utility Reimbursements.....	31
<b>Section VII Request for Tenancy Approval, Inspection and Leasing .....</b>		<b>30</b>
A.	Term of the Voucher and Extensions .....	32
B.	Portability and Moves .....	31
C.	Restrictions on Renting to Relatives.....	31
D.	Request for Tenancy Approval .....	32
E.	Owner Information in the RFTA Package .....	32
F.	RFTA Limitation.....	33
G.	Screening and Security Deposit Requirements .....	33
H.	HAP Execution Policies .....	33
I.	Non-Housing Agreements .....	34
J.	Housing Quality Standards and Inspections.....	34
K.	Additional Inspection Requirements .....	35
L.	The Inspection Process.....	35
M.	Abatement of Housing Assistance Payment.....	39
N.	Rent Reasonableness Determination .....	40



O.	Housing Assistance Payment Contracts with Landlords.....	43
P.	Monthly HAP Payments.....	43
<b>Section VIII. Ongoing Program Operations .....</b>		<b>44</b>
A.	Rent Increases to Owners .....	44
B.	Annual Recertification.....	44
C.	Interim Changes in Income and Family Composition .....	46
D.	Earned Income Disallowance .....	50
E.	Family Absences from the Unit.....	51
F.	Remaining Family Members.....	51
G.	Family Moves .....	51
H.	Overlapping HAP Payments.....	54
I.	Owner Termination of a Participant's Lease: Grounds for Termination .....	54
J.	Required Notice for Lease Termination .....	54
K.	Change in Ownership or Property Management Company .....	55
<b>Section IX. Special Programs, Features and Options .....</b>		<b>55</b>
A	HUD's Special Programs .....	55
B.	ACHA's Special Programs.....	56
<b>Section X. Termination of Assistance .....</b>		<b>59</b>
A.	Terminations of Families Based on Program Regulations.....	59
B.	Participant Termination Notification .....	61
C.	The Violence Against Women Act.....	61
D.	Terminating ACHA HAP payments.....	62
<b>Section XI. Informal Hearings.....</b>		<b>60</b>
A	Situations in which ACHA will offer Informal Hearings.....	60
B.	Situations in which ACHA will not offer Informal Hearings.....	60
C	Notice to Participant .....	61
D.	The Hearing Officer .....	61
E.	Rights of the Participant .....	61
F.	Rights of ACHA .....	62
G.	Conduct of the Informal Hearing.....	62
H.	The Decision .....	62
I.	Situations in which Informal Hearing Decisions are not binding on ACHA .....	63
<b>Section XII. Process for Program Reduction when HUD Budget Authority is Insufficient .....</b>		<b>63</b>
A.	Determination to Terminate HAP Contracts .....	63
B.	Order of Termination/Withdrawal.....	63
C.	Resumption of Assistance for Impacted Families .....	64
<b>Section XIII. Determining Income and Rent.....</b>		<b>66</b>
A.	<b>Annual Income 24 CFR § 5.609.....</b>	<b>66</b>
B.	Excluded Income 24 CFR § 5.609.....	68
C.	Anticipating Annual Income 24 CFR § 5.609(d).....	72



D.	Adjusted Income 24 CFR § 5.611.....	72
E.	Computing Rent 24 CFR § 5.628 .....	73
<b>SectionXIV. Definitions .....</b>		<b>74</b>



## **Housing Choice Voucher Program Administrative Plan**

### Introduction

The Allegheny County Housing Authority (ACHA) administers a variety of tenant-based and project-based programs under Section 8 of the 1937 Housing Act. Administration of these programs complies with the U.S. Department of Housing and Urban Development (HUD) regulations for the HCV and PBV Programs, as set forth in title 24 of the Code of Federal Regulations (CFR), Part 982, 983 et al. ACHA complies with all federal, state and local housing laws. Definitions of terms used in this Administrative Plan are found in the last section of this Plan,

### Purpose of the Administrative Plan

The Administrative Plan establishes policies for functions and operations that are not governed by Federal regulations for the Housing Choice Voucher Program and other special programs administered by ACHA.

The Administrative Plan, hereinafter referred to as the “Plan”, covers both admission to and continued participation in the programs.

Only ACHA’s Board of Commissioners is authorized to approve changes to the Plan. ACHA is responsible for complying with all subsequent changes in HUD regulations pertaining to the programs administered by ACHA. If such changes conflict with this Plan, HUD regulations take precedence. When circumstances not addressed by provisions in this Plan arise, they will be reviewed on a case-by-case basis and appropriate actions will be taken as warranted. These actions will be documented by the Director of Voucher Programs and/or the Executive Director. If a conflict arises between or among the regulations identified in this Plan, the regulations specifically promulgated for the applicable program will take precedence.

By the adoption of this Administrative Plan, the Board of Commissioners authorizes the ACHA to make HUD-authorized charges (see **24 CFR § 982.155**) against the administrative fee reserve.

ACHA staff shall develop (and revise when needed) operating procedures, systems, forms and methods designed to ensure that the policies set forth in this Administrative Plan are administered correctly, fairly and uniformly by all program staff.

## **Section I. Special Conditions & Objectives of the HCV Program**

### **A. Objectives of HCV Programs**

ACHA’s objective in administering the Housing Voucher programs is to provide decent, safe and sanitary affordable housing to low-income families otherwise unable to obtain adequate housing. The number of families served is limited by the amount of funding available, and the availability of adequate housing at reasonable rents.

The HCV Program provides participating Families with greater choice of housing opportunities by subsidizing rental payments to private Landlords. Through this program, ACHA helps low-income Families obtain quality housing within ACHA’s geographical jurisdiction.

Through program administration, ACHA shall:



1. ensure Housing Quality Standards are enforced.
2. ensure no more than reasonable rents are paid for all units under contract in the HCV Program.
3. offer all current and future voucher program families counseling and referral assistance on the following priority basis:
  - a. all HCV Families residing in a unit in which payment to the Landlord is abated because of a failed inspection; and
  - b. all other HCV Families.
4. make every effort to assist a substantial percentage of its HCV Families to find units in low-poverty neighborhoods.

## **Section II. Fair Housing and Equal Opportunity**

### **A. Nondiscrimination and Affirmatively Furthering Fair Housing**

ACHA affirmatively furthers Fair Housing and works to remove impediments to Fair Housing in the administration of the program by complying fully with all Federal, State, and local nondiscrimination laws and administers programs in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and marketing the program to eligible members of protected classes who are “least likely to apply”.

ACHA shall not discriminate against any applicant, participant, or landlord because of race, color, national or ethnic origin or ancestry, religion, sex, age, disability, sexual orientation, gender identity, source of income, marital status or presence of children in a household (protected classes); nor will any criteria be applied, or information be considered pertaining to attributes or behavior that may be imputed by some to a particular group or category. ACHA shall not deny any family the opportunity to apply for housing (when the waiting list is open) or deny any eligible applicant the opportunity to lease a housing unit that meets family needs and program requirements.

### **B. Applicable Federal Laws and Regulations**

Federal laws require PHAs to treat all applicants and participants equally, providing the same quality of service, regardless of family characteristics and background. The ACHA complies 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:

1. Title VI of the Civil Rights Act of 1964
2. 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)
3. Executive Order 11063
4. Section 504 of the Rehabilitation Act of 1973
5. The Age Discrimination Act of 1975
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise

ACHA is a Fair Housing and Equal Opportunity Agency.

If you need a different form of communication because of a disability, call



Section 504 and the Fair Housing Amendments govern)

7. Violence Against Women Reauthorization Act (VAWA) as reauthorized
8. Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity
9. Affirmatively Furthering Fair Housing requirements

When more than one civil rights law applies to a situation, the laws will be read and applied together.

ACHA will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted so long as such laws or ordinances do not conflict with Federal laws.

C. Equitable Treatment

The ACHA will not use membership in any protected class to:

1. 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
2. Provide housing that is different from that provided to others<sup>1</sup>
3. Subject anyone to segregation or disparate treatment
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
5. Treat a person differently in determining eligibility or other requirements for admission
6. Steer an applicant or participant toward or away from a particular area based any of these factors
7. Deny anyone access to the same level of services
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
9. Discriminate in the provision of residential real estate transactions
10. Discriminate against someone because they are related to or associated with a member of a protected class
11. 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.

D. Providing Information to Families and Owners

1. The ACHA will ensure that families and owners are fully aware of all applicable civil rights laws and regulations. As part of the briefing process, the ACHA will provide information to applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods. **24 CFR 982.301**

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<sup>1</sup> Except when needed to provide person with disabilities special services to achieve equal access to programs.





2. The Housing Assistance Payment (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, sexual orientation, gender identity, or disability in connection with the contract. Additionally, the contract spells out prohibited treatment of victims protected under the Violence Against Women Act.

E. Discrimination Complaints

1. If an applicant or participant believes that a family member has been discriminated against by ACHA or an owner, the family should advise ACHA's Director of HCVP.
2. HUD requires ACHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.
3. In addition, ACHA will provide information to applicants and participants regarding housing discrimination complaints in the family briefing session and program packets. Information includes referrals to the HUD Office of Fair Housing & Equal Opportunity, and low cost legal service provided through Legal Services.
4. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

F. Reasonable Accommodations for People with Disabilities

1. ACHA, as a public agency that provides low rent housing to eligible families, has a legal obligation to provide "reasonable accommodations" to applicants and participants if they or any family members have a disability. **24 CFR § 8.4**
2. An applicant or participant with a disability may request information or an accommodation by contacting the Public Housing.
3. A reasonable accommodation is a modification or change ACHA can make to its offices, methods or procedures to assist an otherwise eligible applicant or participant with a disability to take full advantage of and use ACHA's programs, including those that are operated by other agencies in ACHA-owned public space. **24 CFR § 8.20**
4. 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 ACHA's program.
5. Subject to the undue burdens and fundamental alterations tests, ACHA will correct physical situations in its offices or procedures that create a barrier to equal housing opportunity for all.
6. To permit people with disabilities to take full advantage of the ACHA's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, ACHA shall comply with all requirements and prohibitions in applicable law.
7. Specific actions are described in the *Procedures on Civil Rights and Disability Rights*



and the *Procedure on Reasonable Accommodations for Applicants and HCV Participants*. **24 CFR § 8.4**

8. Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by residents with a full range of disabilities. **24 CFR § 8.21**
9. 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 the *Procedure on Civil Rights and Disability Rights*. **24 CFR § 8.6**
10. Examples of reasonable accommodations include, but are not limited to **24 CFR § 8.4**
  - a. Making alterations to a ACHA office or administrative facility to make it fully accessible so it could be used by a family member with a wheelchair.
  - b. Permitting applications and reexaminations to be completed by mail when it is difficult for people with disabilities to come to ACHA offices.
  - c. Conducting home visits instead of requiring applicants and participants to come to ACHA offices.
  - d. Using higher payment standards (within the acceptable range, as an exception to the current payment standard up to 120 percent of the HUD Fair Market Rent) if the ACHA determines this is necessary to enable a person with disabilities to obtain a housing unit equivalent to those available to families without disabled members.
  - e. Providing time extensions to locate a unit when needed because of lack of accessible units or special challenges of the family in seeking a unit.
  - f. Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with ACHA staff.
  - g. Displaying posters and other housing information in locations throughout ACHA's office in such a manner as to be easily readable from a wheelchair.
  - h. Permitting a participant to move from an apartment that cannot be made accessible to an apartment that is or can be made accessible, even when most moves are not permitted.
  - i. Widening the door of an ACHA-owned community room or public restroom so a person in a wheelchair may use the facility.
  - j. Intervening with a landlord so that he/she will permit a participant with a disability to make unit modifications as permitted by the Fair Housing Act.
  - k. Making sure that ACHA processes are understandable to applicants and residents with sensory or cognitive impairments, including but not limited to **24 CFR § 8.6**



- 1) Communicating with applicants and residents with disabilities in the manner that best suits their needs. This means that all applicants with disabilities will be asked about their preferred method of communication and ACHA will NOT simply rely on letters sent to every applicant and participant.
  - 2) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with ACHA staff.
  - 3) Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with ACHA staff.
  - 4) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with ACHA if the individual desires such representation.
  - 5) Permitting an outside agency or individual to assist an applicant with a disability to meet the ACHA's applicant screening criteria.
- I. Unit modifications to PBV units that are owned or controlled by ACHA are covered in the PBV Addendum.
11. An applicant 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 ACHA.

- There is no requirement that members with a disability be able to do these things without assistance.** If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, ACHA will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance. **24 CFR § 8.20**
12. 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(s), the Landlord may terminate the lease and ACHA may



terminate assistance. **24 CFR § 8.2**

13. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time prior to a specified due date or prior to the termination of assistance. **24 CFR § 8.20**
14. If an applicant or resident would prefer not to discuss the situation with the ACHA, that is his/her right.

G. Denial or Termination of Assistance

ACHA'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)**

1. When applicants with disabilities are denied assistance, the notice of denial must inform them of ACHA's informal review process and their right to request a review. In addition, the notice must inform applicants with disabilities of their right to request reasonable accommodations to participate in the informal review process. The process for requesting an Informal review is outlined in this document.
2. When a participant family's assistance is terminated, the notice of termination must inform them of ACHA's informal hearing process and their right to request a hearing and reasonable accommodation before the effective termination date.
3. When reviewing reasonable accommodation requests submitted before termination of assistance, the ACHA must consider whether any verifiable mitigating circumstances explain and overcome the problem that led to ACHA's decision to deny or terminate assistance. If a reasonable accommodation will meet the requirements, ACHA must make the accommodation. ACHA cannot undertake actions that violate HUD regulations. This would, by definition, cause a fundamental alteration in the nature of ACHA's program.

H. Providing Information in Languages other than English for persons with Limited English Proficiency

1. For persons with Limited English Proficiency (LEP), language 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.
2. In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
3. ACHA 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 or LEP.
4. ACHA's Procedure on Communication with Persons with Limited English Proficiency describes the specific methods ACHA will use to accomplish this policy.

- a. All forms, written materials and recorded voice-mail messages used to communicate with prospective applicants, applicants and residents shall be

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If you need a different form of communication because of a disability, call



available in any language spoken by the lower of 1000 eligible families or five percent of the eligible population of the ACHA's jurisdiction. This includes documents related to intake, marketing, outreach, certification, reexamination and inspections.

- b. Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with ACHA. When an applicant or resident needs interpretation services and a staff member of ACHA speaks the language needed, the staff member will provide translation services.
- c. In a courtroom, a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the ACHA will generally offer, or ensure that the family is offered through other sources, competent services free of charge to the LEP person.
- d. The ACHA will provide written translations of other 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. Translation of other documents, if needed, can be provided orally.

### **Section III General Administrative Provisions of Program Operation**

#### **A. Quality Control and Analysis of Data**

1. Under the HCV Management Assessment Program (SEMAP), HUD requires the ACHA 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]. ACHA shall routinely exceed the number and percentage of quality control monitoring actions required by HUD by reviewing every staff member's work to regularly check for completeness, accuracy and compliance with both HUD's program regulations and guidance and this Administrative Plan.
2. ACHA will use the results reported in any Independent Public Accountant (IPA) or HUD monitoring reports to identify potential program abuses as well as to assess the effectiveness of the ACHA's error detection and abuse prevention efforts. In addition, ACHA will use this information to design and target training designed to prevent future errors.
3. ACHA 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 the ACHA to investigate, the allegation 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.
4. ACHA will investigate inconsistent information related to the family that is identified through file reviews and the verification process.

#### **B. Privacy Rights of Clients**

All adult members of applicant and participant families are required to sign the Federal Privacy Act Statement, HUD form 9886, at admission and every recertification thereafter,

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8

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in conjunction with the HUD 50058 form, which states the conditions under which HUD will release information. Requests for information must be accompanied by a written Release of Information Request signed by the applicable party in order for ACHA to release any information involving an applicant or participant, unless disclosure is authorized under Federal or State law. ACHA may release information requested by court subpoena.

Client information is confidential. Current and forwarding address information, and family members claimed in the household, will be released to Police Officials upon ACHA obtaining official identification. To the extent permitted by law, owner information regarding program participation is confidential.

ACHA is required to verify information on income, qualification for deductions from income and preferences. Such verifications shall be obtained as described in the *Procedure on Verification of Information*. All applicant and participant files are treated as confidential and handled in accordance with the *Procedure on File Security*.

C. Legal Jurisdiction of the ACHA's Programs

ACHA's area of operation is the area geographically defined as County, Pennsylvania outside the boundaries of the cities of Pittsburgh and McKeesport.

D. Compliance with Federal Rules and Regulations

Issues not addressed in this document related to applicants, participants and owners are governed by the Department of Housing and Urban Development Code of Federal Regulations, and other HUD guidance.

E. Records Retention

Files for past participants leaving no balance owed the program will be maintained for three years. For files of past participants leaving with a balance owed ACHA will retain documentation of the amount, type and reason for the balance indefinitely until the balance is cleared, whether or not the balance has been written off. It is not necessary to retain the entire file. Litigation voucher participant and applicant files (if any) are retained indefinitely regardless of participation status.

F. Eligible Types of Housing

The following types of rental housing units may be assisted in the Housing Choice Voucher program (unless designated otherwise) depending on the needs of applicants and participants:

1. Single family detached homes, duplexes, low-rise, garden apartments, condominiums, townhouses, high-rises, and other multi-family rental housing structures.
2. Manufactured homes in which the tenant leases the mobile home and the pad.
3. Manufactured homes in which the tenant owns the mobile home and leases the pad.
4. Congregate or Shared Housing.
5. Single Room Occupancy Facilities.

Hotels, motels, nursing homes, college or school dormitories, other types disallowed by



HUD regulations, or a unit occupied by its owner or a person with any interest in the dwelling unit (other than units in the HCV homeownership program, or approved Reasonable Accommodation request), are not eligible types of housing in the HCV program.

G. Continuously Assisted Families

An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance or was receiving assistance in the past 90 days under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher program. As noted below, families being relocated from public housing qualify as continually assisted. In addition, families assisted under the U.S. Housing Act (including all families occupying units in properties receiving HCV project-based assistance) are considered continually assisted. All such families are treated in the regulations (at **24 CFR § 982.203**) as “special (non-waiting list) admissions”.

When continuously assisted families face loss of housing assistance either because the owner of the property in which they live chooses not to renew a subsidy contract or because the property must be vacated for demolition, conversion to a new use, sale or total rehabilitation, such families may receive vouchers as continuously assisted families (and special non-waiting list admissions).

H. Management Assessment Objectives

ACHA operates its housing assistance program with efficiency and uses resources in a manner that reflects commitment to quality and service. ACHA’s policies and practices are consistent with the goals and objectives of the following HUD SEMAP indicators and any other such indicators as HUD’s regulations are amended.

1. Selection from the Waiting List
2. Rent Reasonableness
3. Determination of Adjusted Income
4. Utility Allowance Schedule
5. HQS Quality Control Inspections
6. HQS Enforcement
7. Expanding Housing Opportunities
8. FMR/Exception Rent & Payment Standards
9. Annual Re-certifications
10. Correct Tenant Rent Calculations
11. Pre-Contract HQS Inspections
12. Annual HQS Inspections
13. Lease-up
14. Family Self-Sufficiency Enrollment and Escrow



## 15. De-concentration Bonus Indicator

In order to demonstrate compliance with HUD and other pertinent regulations, ACHA 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 monitor ACHA's operational procedures and practices objectively and accurately.

In addition to the SEMAP factors above, to ensure quality control, supervisory staff performs random audits of all Housing Choice Voucher actions and the work of all staff members.

### I. Outreach to Eligible Families, Affirmative Marketing

ACHA reserves the right to open or close the waiting list based on the supply of available vouchers and applicants and in accordance with its *Procedure on Opening and Closing the Waiting List*. ACHA publicizes and disseminates information concerning the availability and nature of housing assistance to income eligible families.

To reach families from all backgrounds, ACHA advertises through a wide variety of sources including daily and local newspapers, minority media, service agencies, and broadcast media. An effort will be made to notify elected officials, government agencies, and organizations that specifically address the needs of individuals with disabilities and any other members of protected classes who may be proportionally underserved by the Program. ACHA will continuously monitor and evaluate outreach activities to ensure that the widest possible audience is reached. See ACHA's *Procedure on Affirmative Marketing*.

### J. Owner Outreach

1. Outreach to property owners is conducted on an ongoing basis to develop interest in the program and to increase the number of units available in low-poverty areas. On a continuing basis, ACHA welcomes the participation of owners of decent, safe, and sanitary housing units.
2. ACHA continually makes personal contact with private property owners, property managers, and real estate agencies. Program requirements are explained, and printed material is offered to acquaint the owner with opportunities available through the program. ACHA maintains a list of interested property owners and units available for the program, and prospective owners are sent an information packet. Upon receipt of an owner listing, the unit information is recorded in a list and made available to all applicants and participants.
3. ACHA will make an effort to contact and encourage local property owners with units specially designed or adapted for persons with mobility impairments and other disabilities and those who may be willing to adapt units to participate in the program. Whenever a property owner makes a unit available for the program, ACHA will inquire as to whether the unit is accessible and the extent of the accessibility.

### K. Owner Outreach in Low Poverty Areas

ACHA encourages program participation by owners of units located outside areas of





poverty or minority concentration. ACHA periodically evaluates the demographic distribution of assisted families as it relates to HUD and Census data to identify areas within the jurisdiction where owner outreach should be targeted. The purpose of these activities is to provide better housing opportunities to families. Voucher holders are informed of the full range of areas where they may lease units inside ACHA's jurisdiction and are given a list of owners who are willing to lease units outside areas of poverty or minority concentration.

ACHA provides the following to Housing Choice Voucher holders:

1. Information on general locations and characteristics of neighborhoods including shopping centers, rail lines, bus lines, etc.
2. A listing of available rental property. The list is updated weekly and states: address, amenities, deposit information, etc. as provided by owners.
3. A description of portability provisions available in the Housing Choice Voucher program.
4. A map that identifies areas of low poverty and minority concentrations within County.

L. The Project-based Assistance Program

ACHA reserves the right to implement and modify as needed a Project Based Assistance program, utilizing up to the HUD-approved number/percentage of ACHA project based vouchers. For detailed information regarding the Project Based Assistance Voucher Program, please see the *Procedure on Project Based Programs*.

M. Targeted Assistance Program

From time to time the ACHA may elect to enter into a contract with an organization or agency that provides assistance to a specific group of eligible individuals or families. When this occurs, the ACHA will set-aside a specific number and type of vouchers (either HCV or PBV) for these individuals/families. These contracts will be authorized by resolution of the Board of Commissioners in a properly noticed public meeting.

#### **Section IV. Qualification for Admission to the Voucher Program**

Applicants must meet basic eligibility requirements listed below at the time of selection from the Waiting List; otherwise, the Applicant shall be determined ineligible and removed from the list. Applicants determined ineligible shall be entitled to an informal review of their file if they request such review as described in this Administrative Plan.

A. Eligibility Criteria

1. Income Eligibility:

A Family is eligible for assistance under the HCV Program if, at the time they receive assistance, the Family meets one of the standards listed below:

- a) has been continuously assisted under the 1937 Housing Act with no breaks in assistance exceeding six consecutive months.



- b) qualifies as a Very Low-Income Family (including Extremely Low-Income) under HUD'S approved Income Limits.
- c) qualifies as a Lower Income Family (other than Very Low-Income) and is displaced by Development activities assisted under section 17 of the 1937 Housing Act (**42 U.S.C.**).

## 2. General Eligibility:

ACHA shall consider all Applicants for admission who, at the time of eligibility determination, meet all of the following conditions and requirements established by HUD:

- a) Family: The Applicant must qualify and document their status as a Family, Elderly Family, Disabled Family, or a Single Person as defined herein. Families of more than one person must submit documentation that they comply with ACHA's definition of "Family"
- b) Income: The Family's Annual Income must be documented and may not exceed the HUD-determined Income Limits for the Family size.
- c) Citizenship or Eligible Immigration Status: ACHA shall provide housing assistance to United States citizens and eligible non-citizens. A household with at least one ineligible member is considered a "Mixed Family". One or more Family members must be a documented U.S. citizens or eligible non-citizens. The subsidy standard shall be based on the actual household member(s) and the housing assistance payment (HAP) will be prorated to assist only the eligible members of the Family, meaning a "mixed family" will be required to pay a higher rent.
- d) Families must provide the following documents for each member as evidence of citizenship or eligible immigration status:
  - a. United States Citizens
    - 1) A written and signed Declaration for each Family member<sup>2</sup>;
    - 2) A United States passport; or
    - 3) Birth Certificate, Baptismal Certificate, Military ID or Certificate of Naturalization and/or other approved documentation.
  - b. Non-Citizen<sup>3</sup>
    - 1) A written and signed Declaration for each Family member.
    - 2) A signed Verification Consent Form; and
    - 3) One of the original U.S. Immigration and Naturalization Service's documents listed on the Declaration.
- e) Documentation of Full-Time College Students of Non-Parental/ Guardian Households

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<sup>2</sup> The HUD 214 form.

<sup>3</sup> See 24 CFR Part 5.500



ACHA shall provide assistance to independent Full-Time College Students of legal age or an emancipated minor under state law that meet the following criteria as stated in **PIH Notice 2005-16**:

- a. Each college student within a household must provide a written/signed certification that the student does or does not anticipate receiving financial support from the student's parent(s) or guardian(s) and the amount of support.
- b. The college student must have established a household separate from his/her parents or legal guardians for at least one year prior to applying to housing choice voucher program and must provide evidence of separate households by supplying the address information that predates the student's application by a minimum of one year.
- c. The college student must not be claimed as a dependent by parent(s) or legal guardian(s) on their Internal Revenue Services (IRS) tax return; and
- d. The college student must be income eligible.
- e. If the voucher is to be used in a property with Low Income Housing Tax Credit Financing, the household cannot have a full-time student head unless the student:
  - 1) Is over age 24
  - 2) Is a military veteran
  - 3) Has a child or children

**B. Criminal History Check**

ACHA shall conduct a criminal background check for every member of the Applicant's Family age 18 and over prior to admission and at each annual recertification. As required by Federal law, ACHA shall screen to ensure that no member of the Family has engaged in recent violent criminal activity that threatened the safety of the public or in drug related criminal activity.

ACHA shall not approve admission of Applicants with criminal backgrounds whose presence may compromise the health, safety, welfare and/or peaceful enjoyment of the housing by other residents.

To avoid admitting such Applicants, ACHA shall examine the activity of all adult members of the Applicant's Family for a period of five (5) years prior to the date of the admission into the program. ACHA shall take reasonable steps to ensure that neither the Applicant nor any member of the Applicant's family who will be included on the lease:

1. is currently using illegal drugs or has a history of engaging in the illegal use of controlled substances in the past 5 years. This requirement may be waived if the Applicant demonstrates to ACHA's satisfaction that he or she no longer engages in the illegal use of the controlled substance(s). This waiver is not available to individuals engaged in selling, producing or manufacturing illegal substances.
2. has a history of criminal activity involving crimes of violence to persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents or ACHA personnel in the past 5 years.



3. has a history of incarceration, parole or probation for drug related crimes, violent crimes or crimes that threaten the health, safety and/or general well-being of the community in the past 5 years.
4. ACHA may waive the criminal history requirement for Applicants participating in special programs targeting special needs populations such as homeless persons who were formerly incarcerated, other homeless persons and families, veterans<sup>4</sup> and/or disabled persons if the efficacy of such programs is demonstrable.

C. Additional HUD Eligibility Criteria

ACHA shall use the following standards to deny admission and/or terminate assistance to applicants and participants in the HCV Program.

1. Drug Related Eviction: ACHA shall review residential history to determine if the Family has lived in federally assisted housing and deny admission if any Family member was evicted from a federally assisted housing unit for drug related or violent criminal activities within five (5) years of the application date. An exception may be made if the member responsible for the eviction is no longer a member of the household due to long-term imprisonment or death.
2. Illegal Drug Use: ACHA shall deny admission to any Family if there is a reason to believe that a Family member uses or sells illegal drugs or is engaged in drug-related criminal activity; or that a Family member's use or pattern of use of illegal drugs will threaten the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the Family demonstrates to ACHA's satisfaction that he or she no longer engages in the illegal use of the controlled substance(s). This waiver is not available to individuals engaged in selling, producing or manufacturing illegal substances.
3. Conviction for Methamphetamine Production: ACHA shall permanently deny admission to Families if an adult member has been convicted for the manufacture of Methamphetamine (also known as speed) in Federally assisted housing.
4. Sex Offenders: ACHA shall permanently deny admission if any member is subject to a lifetime registration requirement as a sex offender. ACHA will use the services of state and private agencies to check national registers to ensure that such sex offenders are not admitted to the program.
5. Alcohol Abuse: ACHA shall deny admission if there is reason to believe that any Family member has a pattern of abusing alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. This requirement may be waived if the Family demonstrates to ACHA's satisfaction that he or she no longer abuses or misuses alcohol and:
  - a. has successfully completed a supervised alcohol rehabilitation program licensed and approved by the Commission on Alcohol and Drug Abuse or other State program if Applicant is from another State; or

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<sup>4</sup> HUD's VASH program permits only very limited criminal history screening.



- b. is participating in a supervised alcohol rehabilitation program.

Note that this standard does not prohibit the use of alcohol (a legal drug). Rather it forbids the admission of persons who engage in behavior that threatens others when they use alcohol. The issue is the behavior, not the alcohol.

- 6. Violent Criminal Activity: ACHA shall deny admission to any Family if there is reason to believe that a Family member engaged in any of the following acts:
  - a. Crimes involving physical force, such as forcible rape, murder, robbery, assault and battery through use of a weapon; aggravated assault, domestic violence (as the individual who committed the violence, not the victim) or
  - b. Any activity involving the use of weapons against persons or property.
- 7. Crimes That Threaten the Peace, Health and Safety of Others: ACHA shall deny admission to any Family if there is reason to believe that a member of the Family has recently engaged in any activity that threatens the peace, health and safety of others.

D. Other Admission Requirements - Debts Owed to ACHA

- 1. Applicants to the HCV program must be free of any debts to ACHA or any other housing authority before being admitted to the program.
- 2. Families participating in ACHA rental assistance programs may not be indebted to ACHA or another housing authority as a result of unreported income, overpaid assistance, utility reimbursement over-subsidy, vacancy loss, damages, and/or unpaid rental claims. ACHA will process an applicant who owes money to any PHA for admission but will not issue a voucher until all such debts are paid in full. Such applicants will have up to three months pending at the top of the waiting list to pay back any PHA debts, after which they will be denied assistance. (

E. Public Housing and Former Program Participants

Applicants moving from any public housing development shall be screened using the same procedures as Applicants from the Waiting List. Additionally, the record of former HCV participants will be researched for possible program violations. The following violations are grounds for denial of admission:

- 1. While participating in the HCV Program, the Family violated any Family Obligation, as set forth in **24 CFR 982.551** as amended. An exception may be granted if the Family member who violated the Family Obligation is not a current member of the household.
- 2. No Family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- 3. The Family must have paid any outstanding debt owed ACHA or another housing authority as a result of prior participation in any federal housing program.
- 4. Families entering the HCV Program from conventional housing programs must be in good standing under the terms of their lease. The rent and other payments due under the lease must be current, and there must be no evidence of lease violations that would constitute grounds for termination.



5. Families assessed a debt to ACHA prior to HCV HAP being executed on their behalf will be required to pay the ACHA debt in full. Families unable to repay a debt in full should refer to the HCV Program Integrity and Ethics policy.
6. No Family member may have been evicted from assisted housing for non-payment of rent during the past 60 months.
7. No Family member may have engaged in or threatened abusive or violent behavior toward ACHA personnel.

## **Section V. Admissions Process**

### **A. When Applications are Accepted**

Applications for the HCV Program are accepted periodically when the number of applicants already on the waiting list is insufficient to fill projected slots in the coming 12 months. Specific dates, times and locations for accepting non-preference applications are announced by public notice in area newspapers, on local radio stations and posted in ACHA Administrative Offices.

ACHA may accept applications in person for persons with disabilities, and for all other applicants by mail or on-line using smart phones or computers. The specific method of applying will be described in the Notice of Opening the Waiting List.

### **B. How the Waiting List is Organized**

ACHA will use a lottery system to place families on the HCV Waiting List. ACHA opts to receive applications on-line, by mail or by telephone, so a lottery system will be used.

When using the lottery system, ACHA shall post the time and date of lottery selection and the number of applicants that will be selected by the lottery. This notice shall be posted with the announcement of the opening of the Waiting List. Applicants placed on the HCV Waiting List using a lottery system will be randomly assigned a number and the application will be placed on the HCV Waiting List in order of the assigned numbers and according to ACHA Preference(s). Applicants that are selected shall be informed in writing of their selection and placement on the HCV Waiting List. Applicants that are not selected by the lottery will be notified by a letter or post card that they have not been selected. These applicants will not be placed on the Waiting List and will have to reapply when the Waiting List is re-opened.

Project-based voucher properties will have separate waiting lists, maintained by ACHA. Individuals on the HCV waiting lists will have an opportunity to apply for admission to Project-based voucher properties when their waiting lists are open. ACHA has the right to close the HCV list or any project-based list when the list contains twice as many applicants as are likely to be housed in the coming 18 months. ACHA also has the right to partially close a PBV list when certain BR sizes have sufficient applicants, but others do not.

While individuals/families may apply for any project-based lists that are open, when they accept an offer at any such property, they will be withdrawn from HCV and other PBV lists.



C. The Application

The application constitutes the basic record of Applicants applying for admission; therefore, applicants must supply complete and true information. The application and all other materials relating to the Applicant's eligibility will be placed and retained in the Applicant's file.

D. Opening the Waiting List

ACHA will open the HCV Waiting List as needed for general admissions to the program. In addition, ACHA may open the list to target only admissions for categories of Families that meet specific preferences or funding criteria. ACHA may limit the number of applications accepted for targeted admissions in order to meet program objectives. ACHA may target information about this limited opening to individuals in the qualifying groups.

E. Completion of Applications

1. Applications for the Housing Choice Voucher Program may be taken electronically, by telephone, by mail, or at designated ACHA facilities. The application or pre-application constitutes the basic record of Applicants applying for admission; therefore, ACHA shall only accept complete applications. The application, together with all other materials relating to the Applicants' eligibility, shall be placed in the Applicants' file.
2. Applicants who need assistance in completing their applications or who need an alternative method of communication because of disabilities will be furnished with such assistance or alternative communication method upon request

F. Continuously Assisted Families/ "Special Admissions"

Certain families are issued vouchers or project-based voucher units, outside the context of the waiting list. These families:

1. are being relocated from public housing properties that are being demolished, undergoing substantial capital improvements, modernization, or rehabilitation, RAD conversion, or change in use, or who are being relocated because a unit that is the right size for their family is unavailable; or
2. have lost assisted housing or are about to lose assisted housing because a private owner receiving project-based assistance opts out of, chooses not to renew the HAP contract or fails quality inspections, requiring that their HAP contract be cancelled; or

A family qualifies for one of these vouchers when they receive notice that they will have to move for one of the reasons cited above. Eligible families will be issued vouchers in an order based on date on which they receive notice to move.

Generally, ACHA will receive replacement housing vouchers to assist these families, but if the process of obtaining these vouchers is delayed, the families will be issued vouchers to prevent their becoming homeless.

G. Administration of the Waiting List

1. Organization of the Waiting List



At a minimum, the HCV Waiting List will include the following information:

- a. The Applicants' name, address, phone number.
  - b. The names, relationship to head, sex and age of family members and household members (e.g., live-in aides or foster children) who will live in the assisted unit.
  - c. The number of bedrooms for which the Family initially qualifies in accordance with ACHA subsidy standards.
  - d. the date of lottery pull.
  - e. Qualification for any local preferences, if applicable; and
  - f. Racial and ethnic designation of the Head of Household.
2. Suspension of Applications

When the number of eligible Applicants on the Housing Choice Voucher Waiting List is such that there is no reasonable prospect of housing additional Applicants within 18 months, the Executive Director will suspend the taking of further applications. Such suspension will be announced publicly. ACHA may also close the Waiting List for administrative purposes. During such periods, ACHA may continue to accept applications from Applicants qualifying for targeted funding for specific programs.

3. Updating Waiting Lists

At least every 18 months, ACHA will contact every applicant on the HCV list and every PBV list in writing to determine whether they are still interested in receiving a voucher or an offer of a PBV unit and whether there have been any changes in the family's income, composition or eligibility for preferences. The family is obligated to respond, either in writing or by email (NOT by phone) to affirm that they are still interested in remaining on the list(s) to receive a voucher or an offer of a PBV unit.

Families who fail to respond to the Waiting List update letter will be removed from all waiting lists. In this circumstance, applicants are NOT entitled to an informal review.

H. Selection from the Waiting List: The HCV Program

Applicants added to the HCV Waiting list will be selected in the following order.

1. Applicants applying for or qualifying for a specific category of special use vouchers (e.g., Veterans Administration Supportive Housing [VASH] or Mainstream) may be selected ahead of higher placed Applicants on the HCV Waiting List that do not qualify for the targeting funding.
2. Only applicants referred by a contracted Target Program Agency will receive vouchers set aside under that program.
3. Local Preferences:

ACHA has six equal local preferences:





- Veteran's preference: Awarded to a family whose head, spouse or co-head is a veteran of the U.S. military with an honorable discharge or the family of the surviving spouse or co-head of such a veteran; and
- Community Choice Demonstration preference: Awarded to families with at least one child aged 13 or younger that live in census tracts with a family poverty rate of 30 percent or higher; If there are insufficient families to assign this preference, it will be extended to families with a child or children aged 17 and under; and
- PHA relocates: Awarded to ACHA public housing residents who must move due to the modernization, demolition or disposition of their public housing community; and
- Special Purpose Vouchers: ACHA has 3 categories of special purpose vouchers for the following:
  - Individuals with substance abuse disorders: Awarded to no more than 25 individuals/families referred by CHS to provide affordable housing to individuals with substance abuse disorders; and
  - Homeless individuals: Awarded to no more than 25 individuals designated by DHS to provide affordable housing to homeless individuals; and
  - CHS clients: Awarded to no more than 25 individuals referred by CHS

For all these Special Purpose Vouchers, additional vouchers will only be awarded when individuals who had received the vouchers turn over. In other words, for each category there will never be more than 25 individuals referred by DHS or CHS at one time,

- VAWA preference: Awarded to a family with a head or other family member who has been verified to be a victim of domestic violence, dating violence, sexual assault or stalking as defined herein; and
- Confidential informants and Witnesses to Crimes: Public housing residents and applicants who assist the ACHA Police Department either as confidential informants or as witnesses to crimes will receive vouchers when they complete their crime reduction activities.

The final determination of eligibility is made when Applicants are selected from the HCV Waiting List, and the Applicant's income, preferences and family composition are verified.

1. Documentation to Determine Eligibility: All adult members of Applicant families are required to sign HUD's Form 9886, Authorization to Release Information Privacy Act Notice and disclose the social security number and card or other SSA-provided documentation of social security number for each Family member. The parent or guardian of a child or disabled adult must sign a certification statement for each person.

If a Family member does not have the original Social Security card issued by the Social Security Administration, ACHA will accept photo identification and verification of the number from the Social Security Office or any document from the Social Security Administration that contains both the individual's name and his/her social security number.



#### I. Income Targeting Requirement

In accordance with Income Targeting requirements established by HUD, seventy-five percent (75%) of the new waiting list admissions to the HCV Program each year must have incomes at or below thirty percent (30%) of the area median income (extremely low income applicants).

These applicants will be selected before other eligible applicants on an as needed basis to ensure the income targeting requirement is met.

It is not anticipated that it will be necessary to skip higher income families on the waiting list to achieve federally mandated income targeting requirements because the majority of families on the waiting list are extremely low income families.

Non-waiting list admissions are not subject to income targeting requirements. This would include continuously assisted families displaced from public housing, families issued vouchers because of project-based program REAC failures or owner opt-outs, etc.

#### J. Determination of Ineligibility and Informal Hearings

1. **Review for Determination of Ineligibility:** ACHA shall notify all Applicants found ineligible for assistance that they have been denied assistance. Applicants shall be notified in writing of the reason(s) for the determination and the right to request an Informal Hearing on the determination. Upon request, Applicants will be allowed to review a copy of relevant documentation regarding the determination.

- a. Applicants who wish to contest a denial of assistance shall have the opportunity to submit information and evidence to the Director of Voucher Programs and/or his/her designee for an Informal Hearing of the denial determination.
- b. The request for an Informal Hearing must be made in writing<sup>5</sup> within ten calendar days from the date of the written denial of assistance. An Applicant that fails to request the Informal Hearing within ten calendar days will be ineligible for a review and the denial shall stand. The Informal Hearing shall be scheduled within thirty calendar days of the Applicant's request.
- c. The Director of Voucher Programs or his/her designee shall conduct the informal Hearing by examining the file, and any additional information presented by the Applicant for consideration at or before the hearing.
- d. The outcome of the Informal Hearing shall be recorded in the Applicant's file. If it is determined that the Applicant is eligible, the Family's name will be placed on the HCV Waiting List without loss of position during the period of ineligibility, or issued a voucher, whichever is appropriate. The HCV Manager will notify the Applicant of the outcome, in writing, within fourteen (14) calendar days after the Applicant's review.

2. **Reviews for Applicants after the Issuance of a Voucher:** The HCV Manager or his/her designee will review matters presented by Applicants who have been issued vouchers when no HAP has yet been paid on their behalf.

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<sup>5</sup> Or other form of communication needed by an applicant with a disability.



3. Matters Not Subject to Informal Review by Applicants: ACHA shall not grant file reviews for matters related to:
  - a. ACHA's discretionary administrative determinations or to consider general policy issues or class grievances.
  - b. ACHA's determination of Family's unit size under ACHA subsidy standards.
  - c. ACHA's determination not to approve leasing a unit under the HCV Program or approve a proposed lease.
  - d. ACHA's determinations that unit selected does not comply with HQS.
  - e. ACHA's determination that a unit selected is not in accordance with HQS because of the size of the Family.
  - f. ACHA's refusal to extend Families' voucher past the maximum time allowed under ACHA policy.
  - g. ACHA's determination of rent reasonableness.
  - h. ACHA's schedule of utility allowances; and
  - i. ACHA's decision not to approve a unit or tenancy.

ACHA is not bound by any decision that is in conflict with HUD regulations or ACHA policy. The Executive Director or his/her designee may review all decisions to ensure compliance with HUD regulations and ACHA policy.

If ACHA determines that it is not bound by a review decision, ACHA shall promptly notify the participant of the determination, and the reasons for the determination.

#### K. Briefing and Issuance of Vouchers

ACHA briefs all Families entering the HCV Program for the first time. Current participants who are relocating and families porting into County (HCV participants that transfer from another housing authority) will be issued a Briefing packet but will not be required to attend a briefing.

1. Conducting a Briefing: Briefing attendance is mandatory. Most applicants will be able to view the electronic briefing posted on ACHA's website. In addition to the video briefing, ACHA will hold one in-person briefing each month. Applicants will be notified of the time and location for the in-person briefing on the ACHA website.

ACHA may conduct individual briefings as a reasonable accommodation if needed by persons with disabilities.

Briefings may be conducted in the evenings and on weekends to accommodate applicants who work.

In limited circumstances, ACHA may notify applicants via telephone of the required briefings. In such circumstance, the file will be documented to indicate when the oral notification was made, the person who made the oral notification, the number contacted, the person contacted, and the reason for the oral notification. Applicants who were not reachable when oral notification was attempted will not be withdrawn from the wait list.

ACHA is a Fair Housing and Equal Opportunity Agency.

If you need a different form of communication because of a disability, call



ACHA may hold a combined briefing and voucher issuance session.

2. Briefing Information: In addition to the HUD-required information provided during the briefings, ACHA strongly encourages HCV Families to seek housing in non-poverty areas by providing:
  - a. information or access to the addresses of units available to HCV Families, as well as the Landlords' name, and telephone numbers.
  - b. information on individual units available for lease.
  - c. individual counseling and information about public transportation to view units.
  - d. information on neighborhood amenities, including information on crime, schools, day care, health care and public transportation; and
  - e. counseling to Families on program matters, and in instances of alleged program discrimination.

L. Promoting Housing Opportunities

ACHA seeks to increase the participation of Landlords with units located outside of areas with a high concentration of low-income Families. To accomplish this goal, ACHA conducts outreach to Landlords with properties in low-poverty areas and encourages them to accept voucher holders. The local media, professional real estate organizations, Apartment Listing Network and the Cole Indices are used as resources to increase the interest of private Landlords within ACHA jurisdiction.

As part of this outreach effort, ACHA prepares and distributes information packets, brochures, leaflets, and handouts outlining the benefits of the HCV Program. ACHA provides Landlords and realtors with information regarding HUD regulations, HCV Program guidelines, fair housing, Housing Quality Standards, and other Landlord related issues. In addition, ACHA conducts Landlord workshops, corporate briefings, property visits, and initiates telephone contact with Landlords owning housing units in low-poverty areas.

ACHA is located in a metropolitan statistical area that has Small Area Fair Market Rents. ACHA has developed tiers of Payment Standards that are designed to help families move to the better neighborhoods in its jurisdiction.

A low poverty census tract is defined as a census tract where the poverty rate is at or below the overall poverty rate for County (outside the city of Pittsburgh). ACHA uses the most recent decennial Census data to determine the poverty rate and provides a listing of the eligible census tract areas to landlords and to clients in the briefing packets and in vacancy listings.

M. The Term of Vouchers

HCV vouchers expire 120 days from the date of issuance. ACHA may extend the voucher term so long as the regional rental market is tight. When rental markets are loose, ACHA may only extend the voucher term as a reasonable accommodation to persons with disabilities or when leasing opportunities are limited by market conditions.



Applicants/participants in the Veterans Assisted Supportive Housing (VASH) and actively searching for housing will be given one hundred twenty (120) days to find suitable housing.

Families shall be considered successful in their housing search should they submit a Request for Tenancy Approval (RFTA) prior to the expiration date on the HCV Voucher. The Family may submit only one RFTA at a time. Once the documents are accepted, ACHA shall suspend (i.e., toll) the term of the Family's voucher. Should the Family be required to resume their search for housing (e.g., because the unit selected fails inspection or the property owner does not agree to a reasonable rent), the Family shall be allowed to resume their search for housing using the remainder of the time left on the voucher.

The voucher shall be withdrawn if the Family fails to lease suitable housing during the term of the voucher. Expiration or withdrawal of a voucher does not preclude the Family from completing a new application for the HCV Waiting List, when the waiting list is open.

## **Section VI. Payment and Subsidy Standards**

ACHA shall determine the Family's unit size and Family contribution of housing cost in accordance with HUD regulations, using the verification hierarchy outlined in HUD's regulations and verification guidance.

### **A. Payment Standards**

1. ACHA will establish program Payment Standards by balancing the competing needs of setting Payment Standards as low as possible to assist as the highest number of Families within available funding, while still setting the Standards high enough to ensure that Families can find and lease housing in non-impacted neighborhoods. The range of possible Payment Standards is between 110 percent and 90 percent of HUD's Fair Market Rent standard.
2. ACHA may adopt higher Payment Standards in "opportunity" zip codes – that is, zip codes with lower poverty rates, lower rates of assisted housing, better schools, more job opportunities, and better community services.
3. ACHA will monitor the effect of the Payment Standard it sets by tracking the percentage of families who lease housing within the time limit established for their voucher (the "success rate") and the locations where families actually lease. If the success rate decreases or the pattern of leasing shows families leasing fewer units in non-impacted neighborhoods, staff will recommend an increase in the Payment Standard to the Board of Commissioners.
4. The Payment Standard for Housing Choice Vouchers shall be determined annually following the publication of the final Fair Market Rent (FMR) by HUD and shall be made effective as soon as possible after HUD issues FMRs.
5. The Executive Director shall determine the payment standard with the following criteria and/or objectives:
  - a. ACHA shall consider the amount received from HUD in its Annual Contributions Contract.
  - b. ACHA shall avoid concentration of HCV Families in high poverty areas.



- c. ACHA shall seek to provide housing opportunities in all areas of its jurisdiction with particular emphasis on non-poverty areas; and

ACHA shall analyze its rental market quarterly to ensure these objectives are met. ACHA will ensure that the applicable payment standards are distributed to pertinent staff.

**B. Family Subsidy Standard at Admission**

1. ACHA shall exercise prudence in the determination and administration of housing Subsidy Standards. Maximum Subsidy Standards for an eligible Family is determined based upon the members included on the application. All adult members must appear in person with photo identification.
2. Adult members that are not identified at the time of the application will not be considered as members of the assisted household and will not be added to the application unless they were minors at the time of application who have become adults while on the waiting list. Children added by birth, adoption, or court awarded custody between the time of application and admission will be added to the household when verification of the birth, adoption or court awarded custody to a family member listed on the application is provided to ACHA.
3. All individuals added to the household are subject to HUD's eligibility and ACHA's suitability standards. ACHA will not approve the addition of adults to a client family if the addition will increase the voucher size for which the family qualifies or if the adults do not pass the criminal history screening.
4. The HCV Director, or his/her designee, shall review requests for additions to the household that are not described in the paragraph above to ensure additions are within ACHA's policy. ACHA will provide the Head of Household with written notification of the determination within fourteen (14) calendar days of the Family's request. Families denied the opportunity to add an individual to their household will be provided with the reason for denial.
5. Requests to add an additional adult to the family as a reasonable accommodation to a person with a disability may be approved with acceptable verification from the applicant's qualified medical practitioner.

**C. Live-in Aides**

1. ACHA's decision about whether or not to permit the addition of a Live-in Aide to a voucher household shall be based upon verification that:
  - a. The person to be assisted by the live-in aide qualifies as an Individual with a disability as defined at **24 CFR part 8.3**; and
  - b. The disabled individual's qualified medical practitioner verifies that the live-in aide is needed because of the disability; and
  - c. That the person proposed as the Live-in Aide possesses the skills and ability needed to provide the services needed by the person with a disability as verified by the qualified medical practitioner.



- d. The Live-in Aide passes a criminal history screening and owes no money to any ACHA.
  - e. The qualified medical practitioner will confirm whether or not it is permissible for the Live-in Aide to be employed outside the unit.
  - f. Allegheny County Housing Authority shall notify the Family of the decision to approve or deny the Live-in Aide in writing within fourteen (14) business days from the date all required documentation is provided
2. The Family and Live-in Aide will be required to submit a certification that the Live-in Aide is (1) not obligated to support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.
  3. Under this HUD definition, a person already residing in the unit (such as a spouse, boyfriend or girlfriend) cannot be a live-in aide (since they are living in the unit anyway).
  4. A live-in aide cannot have another place to live since he/she is verified to be necessary to provide care on a live-in basis and is supposed to live in the unit. A live-in aide may have a job outside the assisted unit if the disabled individual's qualified medical practitioner certifies that the outside employment will not affect the care and services to be provided to the person assisted.
  5. Live-in Aides are required to attend the annual recertification appointments with the Head of Household and ACHA must determine annually the eligibility of the household for a Live in Aide.
  6. Although family members may be qualified to perform the services needed by the individual with disabilities, a live-in aide will not be considered as a family member on the voucher, his/her income will not be counted for eligibility or rent purposes, and the live-in aide cannot receive the voucher as a "remaining member of a tenant/client family."
  7. The Live-In Aide must meet ACHA's screening criteria. Further, the live-in aide must not currently owe rent or other amounts to ACHA or any other housing authority in connection with any HCV or Public Housing programs.

D. Family Subsidy Standard during participation

1. ACHA will permit the addition of minors who are born to or adopted by a family member listed on the lease and voucher, or when a court awards custody or other approved certified custody/guardianship documents to a family member listed on the lease and voucher although such additions to the family must be reported within 10 calendar days of occurrence.
2. ACHA will not permit the addition of adult family members to the family unless such addition will not increase the voucher size for which the family qualifies, the adult proposed passes the criminal history check, and the family's landlord approves the addition.
3. ACHA shall review the composition of the household at each annual recertification. If the addition of a family member results in overcrowding (more than two persons per living/sleeping room) ACHA will notify the Head of Household of the need to move and



issue the Family another Housing Choice Voucher at the termination of the family's lease.

4. The standards applicable to adding a Live-in Aide to the household (who is, by definition a household member but not a family member) during the family's participation are the same as those listed under "Family Subsidy Standards at Admission"

E. Occupancy Standards

Voucher size (Number of bedrooms in the assisted unit) is one factor in determining the family's level of assistance. The size of a voucher will be based upon the family/household composition. In compliance with the Fair Housing Act, other fair housing laws, and HUD regulations (**24 CFR 982.401 and 24 CFR 982.402**) and in an effort to administer federal funds responsibly, ACHA takes a conservative approach in determining the appropriate size of the voucher. To that extent, ACHA will utilize an occupancy standard of two (2) persons per bedroom, pursuant to the HUD guidelines concerning the Determination of Unit Size Requirements:

1. At least one person must occupy each bedroom.
2. A maximum of two (2) persons may occupy a bedroom or living/sleeping room,
3. A one-person family will be issued a one-bedroom voucher.
4. A child under the age of six may share a bedroom with any other family member regardless of age, gender or relationship.
5. Children over the age of 6 will be expected to share a bedroom with other children of the same gender (regardless of age).
6. Children over the age of 6 will not be expected to share a bedroom with children of the opposite gender.
7. Adults (age 18 or older) are expected to share a bedroom with anyone with whom they are living in a spousal relationship.
8. When children turn 18, they will not be assigned a private bedroom if the family includes another sibling of the same gender with whom they were sharing a bedroom prior to turning 18.
9. A child (under 18 years of age) who is temporarily away from the home because of placement in foster care, or an adult member over age 18 who is a full-time student temporarily away at college is considered a member of the family.
10. A family that consists of a pregnant woman (with no other persons) shall be treated as a two-person family and will be assigned a two-bedroom unit.
11. Two disabled individuals may be assigned a two (2) bedroom voucher subject to the review and approval of a request for reasonable accommodation.
12. An extra bedroom may be approved as a reasonable accommodation for a family member with a disability subject to verification provided by a qualified medical practitioner.





13. A bedroom may be allocated for an approved Live-In Aide to provide continuous medical assistance to a Disabled Family member. Since a live-in aide is one person, no additional bedrooms will be considered for the Live-In Aide's Family. A live-in aide must not have another residence, but rather must live in the unit.
14. A bedroom will not be allocated to house furniture, and a bedroom will not be allocated for medical equipment unless it is verified necessary for a resident with a disability. ACHA will conduct an inspection to determine that the size and type of medical equipment verified to be needed by the participant with a disability warrants an additional bedroom. For example, a participant will not be approved for an extra bedroom to house a folding wheelchair.

F. Unit Size Selected by Voucher Holder

The family may select a dwelling unit of a different size than that listed on the Voucher; however, the affordability may not exceed 40% of adjusted monthly income at initial lease up. The unit must provide adequate space so that there are no more than two family members for each living or sleeping room in the unit.

The Housing Assistance Payment is based upon the lower of the Payment Standard for family unit size or the Payment Standard for the unit size rented by the family. The utility allowance for which the family will qualify will be based upon the lower of the allowance for the unit size approved for the family or the allowance for the unit actually leased.

G. Remaining Family Member

1. Under certain circumstances the original Family composition may be altered when the Head of Household leaves the unit. A Remaining Family Member, as defined by HUD, is an adult Family member already in the household at the time the Head of Household permanently leaves the household.
2. If the Head of Household dies, or otherwise permanently leaves the household for any reason unrelated to criminal activity or incarceration, and there is another eligible adult Family member capable of assuming the Head of Household position, the voucher assistance will pass to that Remaining Family Member, who will then become the Head of Household.
3. When the Head of Household leaves the unit because of violent or drug-related criminal activity or incarceration, ACHA will terminate assistance, not permit another family member to take over the voucher.
4. If there are more than one qualified remaining Family members, the Family may designate any qualified adult 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.
5. Whenever an adult family member takes over the position of head as the remaining family member, he or she becomes responsible for any debts to the owner or ACHA incurred by the previous head.



6. If the head of household dies or leaves the household permanently, the remaining family members must report this fact to ACHA in writing within 10 days after the head of household's departure.
7. ACHA will not permit adults not formerly members of the household to join the household simply to become the remaining member of a tenant family.

#### H. Temporary Absence of Head of Household

1. If the Head of Household is temporarily absent from the home due to illness requiring hospitalization, nursing home confinement, or employment outside the local area, including military service, the HCV HAP will be provided for a maximum of 90 days. The absent Head of Household's income will continue to be counted and the Family will be responsible for their portion of rent to the Landlord for the 90 day period. If the Head of Household is unable to return to the HCV Housing Program assisted unit after the 90-day period, ACHA will no longer consider the absent Family member the Head of Household and the Family may utilize the provisions of section G.
2. An exception will be considered for the benefit of minor children where there is no eligible remaining Family member that has the legal capacity to enter a lease under state and local law. If there is another eligible adult that was not previously a member of the household who is available to move into the unit and assume the role as Head of Household, ACHA may consider the addition of this adult as the Head of Household. The adult assuming the role as Head of Household must assume legal custody or kinship care of the minor children. The newly designated Head of Household must meet ACHA's eligibility and screening standards, and their income will be used to determine the Family's share of housing assistance. For the benefit of the minor children, the newly designated Head of Household may assume permanent status as Head of Household if the initial Head of Household is unable to return to the unit and grants written authorization. In such cases, the initial Head of Household's claim to HCV assistance is lost. The new Head of Household would assume any outstanding debt incurred by the former Head of Household.

#### I. Separation or Divorce

In cases of divorce or separation under a settlement or judicial decree, ACHA shall follow a court's ruling in determining which Family members continue to receive HCV assistance. In cases where no settlement or judicial decree exists, ACHA will:

1. grant the voucher to the Family member who retains custody of the minor children or who cares for Disabled Family members.
2. grant the voucher to the Family members forced to leave a unit as a result of actual or threatened physical violence against Family members by a spouse or other Family members of the household.
3. grant the voucher to the Family member that provides housing for the minor children 51% or more of the time in the case of joint custody.
4. ACHA will not grant both parents of minor children a voucher when they divorce or separate.



J. Determination of Family Share of Housing Cost (24 CFR part 5.609)

The Family's contribution to the housing cost will be based upon the verified Annual and Adjusted Income as defined in HUD regulations.

The amount of the Total Tenant Payment will be calculated based on the highest of:

1. ten percent (10%) of the monthly unadjusted Family Income.
2. thirty percent (30%) of the Family's monthly adjusted income.
3. ACHA minimum rent of \$50.00.
4. The actual amount of the family's contribution will be the Total Tenant Payment unless the family chooses a unit with a gross rent higher than the payment standard. In this instance, the family's contribution to housing cost will equal the Total Tenant Payment plus the amount by which the gross rent exceeds the payment standard.

K. Exemption from Minimum Rent Requirement

Families paying the minimum rent required by ACHA may request an exemption from the minimum rent requirements if they believe the imposition of minimum rent creates a hardship for their Family. ACHA will consider the following hardships:

1. The Family has lost eligibility for, or is awaiting an eligibility determination for federal, state, or local assistance program.
2. The income of the Family has decreased because of changed circumstances including loss of employment; or
3. A death in the Family has occurred.

The minimum rent exemption will be granted to families paying minimum rent as soon as the exemption is requested and ACHA will begin verifying the nature of the circumstances under which the family qualifies for the exemption. If the verification process reveals that the circumstances will last for less than 90 days, the minimum rent will be reinstated retroactively to the date it was requested. If the circumstances will last for more than 90 days, the minimum rent will be exempted until the circumstances change.

When the minimum rent is exempted, the family's Total Tenant Payment will be the greater of 30% of adjusted monthly income or 10% of total monthly income.

L. Adjustments to Income

Adjusted income is the annual income of all household members after making the mandatory deductions as identified in **24 CFR 5.611** and **24 CFR 5.617**.

Mandatory Deductions include:

- a. \$480 for each dependent.
- b. One \$400 for elderly or disabled Families.
- c. Un-reimbursed anticipated annual medical expenses of Elderly or Disabled Families that exceed three percent (3%) of annual income.



- d. Un-reimbursed disability assistance expenses for care or apparatus for disabled Family members that exceed three percent (3%) of annual income and permit an adult family member to work; and
- e. Reasonable childcare expenses to allow an adult Family member to work, actively seek work, or attend school.

M. Verification of Income, Assets and Deductions

ACHA shall follow the stricter of HUD's regulations and guidance on the verification of income, assets and asset income and deductions from income or its own procedures. See *Procedure on Verification of Information*.

N. Non-Cash Contributions to Families

As required by Federal regulations, in determining Annual Income, regular non-cash contributions from persons outside the Family are included. This information shall be obtained from the Zero Income Interview Questionnaire, Contribution Form and Personal Declaration and Questionnaire; ACHA shall verify the type and value of the non-cash contribution by contacting the source and obtaining an acceptable third party verification.

O. Maximum Initial Rent Burden

A family shall not initially pay more than 40% of their monthly adjusted income toward their portion of the rent and utility allowance for occupancy of a newly leased HCV assisted unit. This rent burden test is applied at the initial lease-up of a new unit (including whenever a family moves) but is not applied during subsequent years of occupancy in a unit already under lease.

P. Utility Allowance

At least annually, the Housing Authority shall obtain and analyze utility rate data for Utility providers in the local jurisdiction and will determine whether there has been a Change of 10% or more in the rate for any utility since the last revision of the Utility Allowance Schedule.

If there has been a change of 10% or more, an appropriate adjustment to the schedule shall be made. No adjustment shall be made for any increase less than \$1 per unit month.

Q. Utility Reimbursements

When the unit leased by a participating family has tenant paid utilities and the amount of utility allowance exceeds the Family's Total Tenant Payment, ACHA shall issue the Family a payment for the amount by which the utility allowance exceeds the total tenant payment. This is the Utility Reimbursement. If the value of the Utility Reimbursement is less than \$15 per month, ACHA has the option to pay quarterly, if more than \$15 per month, it will be paid monthly. ACHA has the option to pay the utility reimbursement to the utility company on the family's behalf rather than paying it to the family.



## **VII. Request for Tenancy Approval, Inspection and Leasing**

### **A. Term of the Voucher and Extensions**

Once a Voucher has been issued, it is the family's responsibility to locate suitable housing. The housing unit's rent must fall within the rent reasonableness limitations for comparable unassisted units set by the Housing Choice Voucher Program; the unit must meet Housing Quality Standards requirements; and the family share for rent and utilities may not exceed 40 percent of their adjusted monthly income.

The initial voucher term will be 120 calendar days. The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless ACHA grants an extension. ACHA will not grant extensions of search time in extenuating circumstances, except as described below.

ACHA will approve extensions, if necessary, as a reasonable accommodation for a person with disabilities. A family seeking an extension of the voucher term must submit a request for reasonable accommodation, and the request must be made before the voucher expires.

In addition, ACHA will approve extensions if the rental market is so tight that even diligent searching by voucher holders does not produce a unit suitable for the family. Generally, when the vacancy rate is less than two percent, it is considered a tight market.

It is ACHA's policy to suspend the term of the voucher from the date a Request for Tenancy Approval and proposed lease is received by ACHA, while ACHA processes the request, until the date ACHA makes a final determination with respect to that Request for Tenancy Approval.

### **B. Portability and Moves**

Portability is a feature of the HCV program under which voucher holders may use their vouchers in jurisdictions other than those that issued the voucher. The details of portability are covered in the *Procedures on Portability*. Eligible families are permitted to port to another jurisdiction that runs an HCV program, subject to the following policy:

#### **Outgoing Vouchers:**

1. Families whose head and spouse lived somewhere other than the ACHA's jurisdiction on the date of application must lease within ACHA's jurisdiction for 12 months before becoming eligible for portability.
2. Families whose head and spouse lived in the ACHA's jurisdiction on the date of application are eligible for portability as soon as they receive their voucher as long as they hold a valid Housing Voucher, have not violated any Family Obligations, do not owe money to any Housing Authority and are moving to a location where their housing assistance payment is affordable under ACHA's budget authority, if the receiving ACHA cannot absorb their voucher.
3. Families that are new admissions to the program must meet the income eligibility requirements applicable to the area where the family initially leases a unit with assistance.



4. Participant families are not required to meet the income eligibility requirements in the area the family plans to move. Families must notify ACHA in writing when they want to move out of ACHA's jurisdiction using the portability feature.

Incoming Vouchers:

ACHA may absorb some or all incoming portable vouchers when it has funding available. Otherwise, when ACHA reaches full utilization (or when there are questions about the availability of HUD HAP payments), ACHA will not absorb incoming portable Vouchers but will bill the sending ACHA for the family's costs under the program.

C. Restrictions on Renting to Relatives

Families may not lease a property owned by relatives (i.e., sister, brother, mother, father, spouse, son, daughter, etc.) as set forth in HUD regulations. Exceptions to restrictions on renting to relatives are made if a reasonable accommodation is required for the family and is approved by the ADA-504 Coordinator. Families seeking an exception must submit a request for reasonable accommodation. In no case will an exception be granted to permit someone to lease a unit from a family member when that family member owns and lives in the unit, since this is forbidden by statute and regulation.

D. Request for Tenancy Approval

After the family is issued a voucher, the family must locate an eligible unit with an owner or landlord willing to participate in the voucher program. Once a family finds a suitable unit and the owner is willing to lease the unit under the program, the owner and the family must request the ACHA to approve the assisted tenancy in the selected unit.

E. Owner information in the RFTA package

1. All new Landlords must provide the following documentation:
  - a. Tax identification letter issued by the IRS or social security card
  - b. Direct deposit agreement with voided check if they wish to be paid by direct deposit
  - c. IRS W-9 form with original signature
  - d. Proof of ownership of the unit
  - e. Proof that property taxes are paid up to date
  - f. Management agreement, if the owner is not personally managing the property.
  - g. Completed Request for Tenancy Approval (RFTA) – Form HUD-52517
  - h. Copy of the proposed lease, including the HUD-prescribed Tenancy Addendum – Form HUD-52641-A
2. The RFTA contains important information about the rental unit selected by the family, including the unit address, number of bedrooms, structure type, year constructed, utilities included in the rent, utilities to be paid by the participant family, proposed rent, rent for unassisted units at the property, and the requested beginning date of the lease, necessary for the ACHA to determine whether to approve the assisted tenancy in this unit.



3. Owners must certify to the most recent amount of rent charged for the unit and provide an explanation for any difference between the prior rent and the proposed rent.
4. Owners must certify that they are not the parent, child, grandparent, grandchild, aunt, uncle, sister or brother of any member of the family, unless ACHA has granted a request for reasonable accommodation for a person with disabilities who is a member of the tenant household, and the owner is not living in the unit.
5. For units constructed prior to 1978, owners must either
  - a. certify that the unit, common areas, and exterior have been found to be free of lead-based paint by a certified inspector; or
  - b. attach a lead-based paint disclosure statement.
6. The RFTA, proposed lease, and other required documents listed above must be submitted no later than the expiration date stated on the voucher. **HCV Guidebook p. 8-15**
7. The duration of the lease shall be one year.
8. When the family submits the RFTA the ACHA will review the RFTA for completeness.
  - a. If the RFTA is incomplete (including lack of signature by family, owner, or both), or if the dwelling lease is not submitted with the RFTA, the ACHA will notify the family and the owner of the deficiencies. It is the sole responsibility of the owner and the tenant to submit the required documentation timely and without omissions or errors. Failure to provide this documentation within the specified time and without errors will result in the nullification of the RFTA approval process.
  - b. Missing information and/or missing documents will only be accepted as original hard copies, scanned copies of original documents transmitted electronically, and in-person. The ACHA will not accept missing information over the phone but will accept some missing information via fax or email.
9. When the family submits the RFTA and proposed lease, the ACHA will also review the terms of the RFTA for consistency with the terms of the proposed lease.
  - a. If the terms of the RFTA are not consistent with the terms of the proposed lease, the ACHA will notify the family and the owner of the discrepancies.
  - b. Corrections to the terms of the RFTA and/or the proposed lease will only be accepted as original hard copies in-person, or scanned copies of original documents transmitted electronically. The ACHA will not accept corrections by phone but will accept some corrections via fax or email.
10. Because of the time sensitive nature of the tenancy approval process, ACHA will attempt to communicate with the owner and family by phone, fax, or email. ACHA will use mail when the parties can't be reached by phone, fax, or email.

F. RFTA Limitation

The family may submit one Request for Tenancy Approval (RFTA) at a time. The family may only submit another RFTA if the previously submitted RFTA is voided.



#### G. Screening and Security Deposit Requirements

ACHA encourages Landlords to screen all potential residents. Landlords need not accept Families that have a poor rental history, a history of allowing persons not listed on the lease to live in the unit, a history of damaging units or vacating units without giving proper notice. ACHA shall not provide reimbursement to Landlords in cases when there are damages caused by the HCV Family or their guests; when the HCV Family vacates the unit without giving proper notice or does not pay the Family's portion of rent owed under the lease.

Owners may collect a security deposit that is reasonable and comparable to security deposits collected for similar, unassisted units in the area. ACHA prohibits security deposits in excess of private market practice or in excess of amounts charged to unassisted tenants.

To facilitate screening of applicants ACHA will provide the Landlord with the Family's current address, as shown in ACHA's records, and the name and address, if known, of the Family's current and previous Landlord.

#### H. HAP Execution Policies

1. Both the owner and voucher holder must sign the Request for Tenancy Approval. The Request for Tenancy Approval and a copy of the owner's proposed lease must be submitted prior to the expiration of the Housing Voucher.
2. The Lease form must be the standard form used in the locality by the owner. The lease must contain terms consistent with State and local law, and that apply generally to unassisted tenants in the same property.
3. The HUD Tenancy Addendum to the lease must be used in conjunction with the owner lease and HAP contract. ACHA will review the documents to determine if they are consistent with State law.
4. The owner may be required to make changes to his/her lease agreement. If the lease does not meet HUD requirements, ACHA will explain the problems to the owner and suggest how they may be corrected, by a specific date. If the lease cannot be approved for any reason, the owner and the family will be notified in writing and the reasons provided.

#### I. Non-housing Agreements

1. Owners and tenants may execute agreements for services (i.e., parking, furniture, late charges, pets, pet deposits<sup>6</sup>, community rules, and covenants) and appliances (other than range and refrigerator) and other items in addition to those that are provided under the lease, if the agreement is in writing and approved by ACHA. Separate agreements must be attached to the Lease as a Lease Addendum. A copy of the agreement must be provided to ACHA.
2. Any appliance, service or other item(s) that is routinely provided to non-subsidized

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<sup>6</sup> Note that an Assistance Animal (service animal or companion animal) verified to be needed by a person with a disability is not a pet and a pet deposit may not be charged.





tenants as part of the lease agreement (such as air conditioning, dishwasher, garbage disposal or garage) or is permanently installed in the unit cannot be put under separate agreement and must be included in the lease. For an item to be covered by a separate agreement, the tenant must have the option of not utilizing the service, appliance or other item.

3. ACHA is not liable for unpaid charges for items covered by separate agreements and nonpayment of these separate agreements cannot be cause for eviction.
4. The following types of separate agreements are not acceptable: agreements for altered or additional security deposit, altered or additional rent amounts and/or fees, excess utilities, or charges for any item customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants on the premises.

J. Housing Quality Standards (or any subsequently adopted HUD standard)<sup>7</sup> and Inspections

1. Prior to execution of the HAP contract, ACHA is required by HUD regulations to inspect the unit to ensure it meets Housing Quality Standards, (HQS) or any subsequently adopted HUD standard.
2. HUD's performance and acceptability standards for HCV-assisted housing are provided in **24 CFR 982.401**. ACHA's administration of the Housing Quality Standards is covered in the *Procedure on Housing Quality Inspections*.
3. No unit shall be initially placed under contract in the Housing Choice Voucher Program until/unless the standards are met. Units must also continue to meet HQS as long as the family continues to receive housing assistance in the assisted unit. HQS takes precedence over local housing codes and other codes.
4. The family must allow ACHA and the owner to inspect the unit at reasonable times with reasonable notice and grant access to the unit in emergencies. Failure to allow access for inspection or an emergency is a violation of the family obligations and grounds for termination from the program.
5. Modifications to Provide Accessibility
  - a. Under the Fair Housing Act of 1988 an owner is not permitted to refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit at the family's expense.
  - b. 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.
  - c. When the applicant moves from the unit the owner may require restoration of the

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<sup>7</sup> HUD intends to replace the Housing Quality Standard in 2023 with a more stringent standard. When this occurs, ACHA will begin using the new standard in place of HQS.



unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises.

- d. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to 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.
- e. The interest in any such account accrues to the benefit of the tenant and the owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. **24 CFR 100.203; Notice 2003-31**

#### 6. Family Responsibilities **24 CFR 982.404**

The family is responsible for breach of the HQS that is caused by the following:

- a. Utilities that are required to be paid by the tenant are not in service.
- b. Appliances that are required to be provided by the tenant are absent or not working.
- c. Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the tenant's security deposit under state law or court practice.

#### 7. Owner Responsibilities

- a. The owner is responsible for all HQS violations not listed as a family responsibility above. However, if the family's actions constitute serious or repeated lease violations the owner may take legal action to evict the family.
- b. ACHA does not enforce the lease agreement between the Family and the owner through the enforcement of HQS; however, a Family's living habits may cause damage to the unit and result in HQS violations that are the Owner's responsibility to repair. Owners are responsible for all lease enforcement activities and any legal actions taken as a result of serious and/or repeated violations of the lease agreement. Lease violations and eviction paperwork must be submitted to ACHA at the time of occurrence.
- c. ACHA shall review all communications sent from owners related to lease violations and/or evictions and take appropriate action based upon the type of violations. This may include termination of assistance for the Family that has violated the lease agreement.
- d. Owners who fail to provide ACHA with documentation throughout the Family's occupancy, risk the possibility that a Family may be relocated even if serious lease violations have occurred.
- e. Failure to provide ACHA documentation at the time of occurrence and/or failure to properly enforce the lease agreement may not justify denial of a move request or the termination of assistance to the Family.



8. Special Requirements for children with elevated blood-lead levels 24 **CFR 35.1225**
  - a. A risk assessment must be conducted for deteriorated paint at initial and annual inspections when the unit was built prior to January 1, 1978 and occupied by a child on the lease under the age of six. The risk assessment must be completed in accordance with program requirements and the results of the risk assessment will immediately be provided to the family and the owner of dwelling. Within 30 days after receiving the risk assessment report from ACHA, or evaluation from the public health department, the owner is required to complete the reduction of identified lead-base hazards in accordance with the lead base paint regulations **24 CFR 35.1325 and 35.1330**. All deteriorated paint found in the above referenced units, must be corrected in order to pass HQS. The requirement for passed inspections is triggered by the amount of the deteriorated paint observed known as the Below De Minimus or at or Above De Minimus rule. ACHA must determine which set of requirements the owner is instructed to follow to correct deteriorated paint and describe the deficiency on the HQS Inspection Report. An executed copy of the Owner's certification showing lead base paint clearance is required to pass any LBP violation listed as at or above De Minimus. If the owner does not complete the "hazard reduction" as required by the re-inspection, the dwelling unit is in violation of HQS and will result in abatement of HAP payment to the owner. If the ACHA is notified by a public health department or other medical health care provider or verifies information from a source other than public health department or medical health provider, that a child of less than 6 years of age, living in an HCV assisted built prior to January 1, 1978, has been identified as having an environmental intervention blood lead level, the ACHA will complete a risk assessment of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information will be provided to the owner.
9. At least quarterly, ACHA shall attempt to collect from public health department(s) within ACHA's area of operation the names and/or addresses of children under 6 year of age with an identified environmental intervention blood lead level. ACHA shall match this information for families receiving HCV assistance. If a match occurs, ACHA will notify the owner and conduct a risk assessment inspection.
10. Violation of HQS Space Standards 24 **CFR 982.403**

If a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, the ACHA will issue the family a new voucher at the earlier of the family's next annual reexamination or the expiration of the family's lease, and the family must try to find a large enough unit as soon as possible.

K. Additional Inspection Requirements

1. ACHA uses the acceptability criteria in HUD program regulations **24 CFR 982.401**, interpretative guidance of acceptability criteria in Form HUD 52580-A Inspection Checklist, and the HUD Housing Inspection Manual.
2. Where these documents instruct that guidance should be sought from local codes/practice, ACHA has issued instructive guidance in the form of Inspection Policy



and Procedure maintained in ACHA's Inspections Office.

L. The Inspection Process

Before approving a lease, ACHA shall inspect the dwelling unit for compliance with HQS. All inspections of units shall be conducted within 7 to 10 calendar days of the date the unit will be ready for inspection, as documented on the RFTA packet.

ACHA uses an electronic inspection system to conduct HQS inspections. Copies of the failed inspection report shall be mailed or emailed to the Landlord and Family. A report for every inspection shall be prepared and maintained in the Family's file in the HCV division. Each report shall specify the defects or deficiencies, if any, which must be corrected by the Landlord before the HAP contract will be executed.

1. Initial Inspection

If at the time of the initial inspection ACHA determines that violations exist, ACHA shall notify the Landlord in writing, and require the defects be corrected. A copy of this notification shall be retained in the Family's file. If ACHA determines, as a result of the re-inspection that the Landlord has satisfactorily corrected all defects or deficiencies, ACHA shall execute the Housing Assistance Payment Contract.

If the Landlord fails to make the required repairs within the time frame provided by ACHA, the inspection and the RFTA shall be cancelled. The Family will then be issued new paperwork to search for alternate housing, provided there is time left on the voucher to search for housing.

2. Biennial Inspection

Biennial inspections of the unit are conducted within 730 days of the initial or annual inspection. If the unit passes the inspection, ACHA shall continue HAP payments to the Landlord.

3. Emergency Fail Items (Abatement will follow)

Emergency inspections are conducted immediately upon receipt of information that there are deficiencies in a unit that may be considered life threatening. Such deficiencies must be corrected within 24 to 72 hours of the inspection date, depending on the nature of the deficiency.

Hazards that pose an **immediate threat to the health and safety** of the Family must be corrected within twenty-four (24) hours. Examples include any condition that jeopardizes the security of the unit including but not limited to:

- a. Broken locks (window, doors, or any point of entry),
- b. Broken window or door frames,
- c. Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling,
- d. Natural gas or fuel oil leaks,
- e. Any electrical problem or condition that could result in shock or fire,
- f. Conditions that present the imminent possibility of injury,
- g. Obstacles that prevent safe entrance to or exit from the unit,
- h. Absence of a functioning toilet in the unit,



- i. Inoperable smoke detector,
- j. Absence of a working heating system outside temperature is below 60 degrees Fahrenheit,
- k. No gas in unit when the unit has gas appliances or fixtures,
- l. No running water in unit,
- m. No electrical power in unit,
- n. Non-working Air Conditioning/Doesn't maintain appropriate temperature.

During the period of October 15<sup>th</sup> to May 1st, hazards that represent a potential threat to the health and safety of the Family must be corrected within seventy-two (72) hours. Examples include:

- a. Heating system does not maintain a temperature of at least 68 degrees Fahrenheit when the outside temperature is below 60 degrees Fahrenheit.
- b. The unit lacks hot water.

If a Family is issued a voucher to move because the HQS inspection revealed the unit is in a condition that poses a threat to the health and safety of the Family, ACHA may notify the appropriate city for code enforcement. The city will be given the property address and Landlord's name.

#### 4. Complaint Inspections

ACHA shall respond to all Families reporting violations of Housing Quality Standards in their units. Requests for complaint inspections are made to the HCV Housing Coordinator. Families may call or submit a written request. ACHA will also respond to calls made by the general public reporting violations of HQS. If the nature of the violation threatens the health and safety of the family, an immediate HQS inspection will be conducted.

Once the complaint is received, ACHA shall notify the Family and Landlord of the complaint and give the Landlord and/or Family a reasonable amount of time to address the complaint and make necessary repairs. If the complaint is not addressed appropriately within the time frame specified, ACHA shall perform an inspection of the unit and take the steps outlined for such situations according to the terms of the HAP contract.

Hazards that pose no threat to the health and safety of Families must be corrected within thirty (30) days. If the nature of the violation threatens the health and safety of the family, an immediate HQS Inspection will be conducted.

Re-inspection Process: ACHA shall schedule a re-inspection by providing written or email notice to the landlord with a copy to the family, advising him or her of the date and time of the re-inspection. Routine re-inspection appointments shall occur no later than twenty-one (21) days after the unit fails inspection. **A nine day grace period will be granted to the family or landlord to request a final inspection. Failure to have all non-emergency repairs made within 30 days will result in terminating program assistance if the family is responsible for making the correction, and/or cancelling the HAP contract and relocating the family if the landlord is responsible for making the correction.** ACHA will bear the cost of the first inspection



of any of the types of inspections listed above and one additional, follow-up inspection. If subsequent inspections are needed before the unit passes HQS, ACHA will charge the owner its actual costs for inspections beyond the first two inspections. This policy is designed to encourage owners to make timely improvements.

#### 5. ACHA-Owned Units

ACHA shall obtain the services of an outside contractor to inspect for HQS at all properties in which ACHA or an affiliate owns and/or has an owner interest. The outside contractor shall inspect no more than 25% of these ACHA owned units and will communicate the results of the inspection to ACHA and the Family. The remaining 75% of inspections will be conducted by ACHA Housing Inspectors.

#### M. Abatement of Housing Assistance Payment

ACHA shall abate HAP to Landlords for units that fail HQS when the Landlord fails to make acceptable corrections within the required time frame. ACHA shall not abate payments to Landlords for violations of HQS that are the Family's responsibility. ACHA shall offer housing mobility services to the Family when payments to the owner are abated due to no fault of the family.

ACHA will abate housing assistance payments when the unit fails a re-inspection for a violation of HQS that is the responsibility of the Landlord and may take action to ban the landlord from participating in the ACHA HCV program.

##### 1. Mandatory Relocation of Family

Once it is determined to abate the unit, the landlord shall be notified in writing of ACHA's intent to abate the HAP on the unit and move the Family. ACHA shall cancel the HAP contract when the Family moves from the unit or sixty (60) days after the abatement notification date, whichever comes first.

If ACHA initiates action to abate the unit, the Family must move from the unit. If the Family decides not to move, ACHA shall terminate the assistance to the Family in accordance with the HAP Contract.

##### 2. HQS Violations

In accordance with the HUD Tenancy Addendum (HUD-52641A), a breach of the HQS caused by the Family is not the responsibility of the Landlord. ACHA will terminate assistance to the Family if the Family fails to correct a HQS breach caused by the Family member or by a guest.

The following actions constitute a Family breach of the HQS:

- a. Tenant paid utilities that are not in service.
- b. Failure to provide and maintain any appliances that are to be provided by the Family.
- c. Vermin infestation in the unit caused by the family's housekeeping; or



d. Damage to the unit beyond normal wear and tear. "Normal wear and tear" is defined as items which could not be charged against the family's security deposit under state law.

3. Owner Responsibility

The owner is responsible for all other HQS violations not listed in the Family breach of HQS section listed above, even if the violation is a result of the Family's living habits. If the Family's living habits constitute serious and/or repeated violations of the lease agreement, it is the owner's responsibility to enforce the lease with appropriate legal action up to and including eviction of the Family from the property. (See Family violation section listed above.)

The owner may choose to make repairs that result from a Family's violation of the lease agreement and bill the Family for the repair.

N Rent Reasonableness Determination

ACHA shall monitor the rents within its jurisdiction and disapprove a lease for a rent that is not reasonable, based on the rents charged for comparable rental units in the immediate area. ACHA shall exercise this authority for all HCV tenant-based program participants.

1. Factors to Consider When Determining Rent Reasonableness

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

- a. Location and age of the unit.
- b. Unit size, including the number of rooms and square footage of rooms.
- c. The type of unit, including construction type (e.g., single family, duplex, garden, low-rise, high-rise).
- d. The quality of the units including the quality of the original construction, maintenance and improvements made.
- e. Amenities, services, and utilities included in the rent.
- f. Availability of public transportation at or near the unit; and
- g. Proximity to quality schools and employment opportunities.

2. Units that Must Not be Used as comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: HCV project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits or tax



incentives; and units subsidized by the Department of Agriculture rural rental housing programs

3. Rents Charged for Other Units on the Premises

- a. The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.
- b. By accepting payment from ACHA each month, the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises.
- c. If asked to do so, the owner must give ACHA information regarding rents charged for other units on the premises in accordance with the voucher program regulation at **24 CFR 982.507**, which requires ACHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units in the open market.

4. ACHA's Rent Reasonableness Approach

ACHA utilizes a rent reasonableness system and database that compares similar units and includes and considers all of HUD's rent reasonable factors. ACHA shall use 3 comparable units for each rent reasonableness determination. A 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 that the subject unit does not have (e.g., owner-paid utilities), the rental price of the comparable unit will 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. A pricing system is a model identifying price factors according to the premise that price is determined both by internal characteristics of the good being sold and external factors affecting it. The most common example of the pricing method is in the housing market: the price of a property is determined by the characteristics of the house (size, appearance, features, condition) as well as the characteristics of the surrounding neighborhood (accessibility to schools and shopping, level of water and air pollution, value of other homes, etc.) The pricing model is used to estimate the extent to which each factor affects the price.

ACHA shall use a database 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 comparables and current property listings in compliance with HUD Rent Reasonable requirements.

Section **24 CFR part 982.507(c)** states that the owner must provide ACHA information requested 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. ACHA 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.





## 5. How Market Data is Collected

ACHA's database utilizes landlord listings to continuously update a database used to determine rent reasonableness. The database allows staff to use a variety of techniques to assure that data is current and acceptable. Techniques include but are not limited to phone verification, Multiple Listing Service updates, and owner provided leases. ACHA may collect and enter data on unit information and market rents in the ACHA jurisdiction. Information sources may include newspapers, realtors, appraisers, market surveys, landlords, and other available sources. Unit data will include the location, quality, size, type and age of the unit, as well as amenities, housing services, maintenance and utilities to be provided by the owner. Data will be updated on an ongoing basis and rent information that is more than 12 months old will not be used to determine rent reasonableness.

## 6. How Rents are Determined

The ACHA shall use a unit-to-unit comparison, by which the rent for a unit proposed for HCV assistance is directly compared to the rents for one or more unassisted units selected as comparables within the same market area. 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.

In comparing rents, ACHA shall take into account critical market factors that impact rent, including the location, quality, size, unit type, and age of the contract unit, as well as any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Where comparable units differ from the unit proposed for HCV assistance, ACHA shall determine whether those differences impact rent. Where they do, ACHA shall adjust the rental value of the comparable units, up or down, based on the market value of these factors. The rent for the unit proposed for HCV assistance will be compared to the adjusted rents for the comparable units, enabling a fair, accurate, market-based determination of rent reasonableness.

ACHA shall notify the owner of the rent approved based upon its analysis of rents for comparable units. If the owner disagrees with this analysis, the owner may submit additional information in support of their requested rent. ACHA may consider this information when making rent determinations. The owner must submit any additional information within 3 business days of the ACHA notification.

## O Housing Assistance Payment Contracts with Landlords

1. When a complete and correct RFTA package is received, the unit passes the HQS inspection, the rent is determined to be reasonable, and the Family's share of the rent will not exceed 40 percent of the Family's adjusted monthly income, ACHA will execute a Housing Assistance Payment (HAP) Contract with the owner.
2. ACHA shall execute HAP contracts for new admission Families on any day of the month after the unit has passed inspection and the rent has been agreed to by ACHA and the landlord.



3. ACHA shall execute HAP contracts for moving Families on any day of the month after the unit has passed inspection and the rent has been agreed to by ACHA and the landlord. ACHA shall terminate all HAP Contracts of relocating Families on the last day of the month. If the Family has possessions in the unit beyond the last day of the month and has taken occupancy of the new unit, the Family may be responsible for the rent due to the landlord in one of the units (ACHA may make HAP payments on two units for the same period of time, with the exception of the initial payment to the new landlord).
4. ACHA shall inform the Family and the landlord of the approved date of move in for the Family and the approved date of HAP contract effective date. The lease between the landlord and the client must have the same initial date as the HAP contract.

P. Monthly HAP Payments

1. HAP disbursements shall be deposited directly into the Landlord's bank account by the fifth day of every month. A computerized statement detailing payment activity shall be provided electronically to the Landlord by the fifth of each month.
2. Landlords who request to be paid by check initially will be sent one check, but all landlords will be required to enroll in direct deposit.
3. All HAP payments made by ACHA to the Landlord are deemed received by the Landlord when the funds are wired by ACHA to the Landlord's =. ACHA can recover overpayments by deducting from the HAP disbursement.
4. Landlords are t required to enroll in the direct deposit program.
5. Late Payments: The first HAP for a new contract will be received no later than two calendar months following the execution of the HAP contract. The HAP contract must be executed within 60 days of move in by the Family. If the HAP contract has not been executed within 60 days of move in by the Family, ACHA will consider the HAP contract void and not make any payment. All other payments will be made by the fifth day of each calendar month. ACHA will not pay late fees on unpaid late fees.

No late fee will be assessed or paid by ACHA if the payment is received late due to factors beyond ACHA's control or receipt of late payment is due to an adjustment in either the amount of contract rent to the Landlord or the HAP to be made by ACHA.

ACHA shall pay a late fee of \$50.00 for HAP not made (as defined above), due to factors within ACHA control. No other late fees will be paid. This payment is made upon request from Landlord, provided he/she has a policy and practice of collecting late fees from private market Families residing in his/her units.

### **Section VIII. Ongoing Program Operations**

A. Rent Increases to Owners

On or after the anniversary of the first year or term of the lease and HAP contract, owners may request a rent adjustment. All adjustment requests submitted to ACHA must be requested in writing in the format prescribed by ACHA. The owner must provide a 60 day



advance notice to the family and supply a copy to ACHA. Owner rent adjustments, if determined reasonable by ACHA, are effective the first day of first month commencing on or after the contract anniversary date or 60 days from the first of the month following receipt of the owner request, whichever is later.

In order for the tenant to remain on the Housing Choice Voucher program in the unit, the new rent must meet rent reasonableness. If it does not, ACHA will attempt to negotiate the rent with the owner to an amount acceptable. If ACHA is unsuccessful and the owner proceeds with the rent increase, the tenant will be issued a voucher to move to a program acceptable unit.

ACHA reserves the right to suspend processing of owner requests for rent adjustments whenever funds are not sufficient to cover the cost of such adjustments.

#### B. Annual Recertification

1. Families are required to provide information on income, assets, deductions, and family composition at least annually, as well as the need for and the eligibility of a live-in aide.
2. ACHA will conduct a criminal history check on all adult family members prior to the scheduled annual recertification.
3. Re-certification dates will change when a family moves or qualifies for an Earned Income Disallowance.
4. ACHA will conduct recertifications by mail, by email or, for families including an individual with a disability who is unable to complete a mail or email recert, in person, either at ACHA offices or at the family's home.
5. Recertification packets will be mailed or emailed to participating Families 90 to 120 days in advance of the scheduled annual re-certification effective date.
6. The head of household will be notified that she/he (and live-in aide if any) must complete the included information packet, including providing signatures on any third party verification forms needed.
7. It is ACHA's preference to conduct Annual Recertifications by mail or email; however, in-home or in-person recertifications will be conducted pursuant to a request and approval for reasonable accommodations to persons with disabilities or to preserve the health of family members and staff during a pandemic.
8. When an in-person recertification is to be performed, all adult household members, and live-in aide, if applicable, must attend the interview and bring the completed packet and all required documentation.
9. If the family fails to provide necessary information/documentation by mail or email or bring all the required documentation to the interview, the family will be notified by mail or email and allowed 10 additional days to submit the required data. If the data is not then submitted, ACHA will send the family a termination letter for violation of family obligations.
10. When a family qualifies for an in-person recertification, the interview may be re-scheduled once, based upon approval of extenuating circumstances, i.e., disability or



work-related reasons, etc.

11. If the family who qualifies for an in-person recertification fails to attend two (2) scheduled re-certification appointments without contacting ACHA, the family may be terminated for failure to comply with program requirements.
12. Upon completion of the re-certification, ACHA will notify the owner and tenant in writing of the new rent to be paid by the tenant (and of the new Housing Assistance Payment, if applicable).
13. If there is an increase in tenant income that increases the tenant portion of rent, the tenant will be given a 30 day notice of the increase in rent. If re-certification was delayed by the tenant, the increase will be made retroactive to the original effective date of the re-certification.
14. If there is decrease in tenant rent, the decrease will become effective on the scheduled effective re-certification date.
15. During the annual reexamination process, the ACHA will determine the ongoing eligibility of each independent student who is subject to the eligibility restrictions in **24 CFR 5.612** by reviewing the student's individual income. The parents' income will not be reviewed.
16. If the student is no longer income eligible based on his/her own income the student's assistance will be terminated in accordance with the policies in Section 12-I.D.
17. If the student continues to be income eligible based on his/her own income the ACHA will process a reexamination in accordance with the policies in this chapter.
18. If a family includes a person who has a multi-year history of employments **except during recertifications** the family's annual income will include a projection of that individual's earnings. Should the person not be employed in the coming year, the family will be granted an interim rent reduction but be subject to an interim increase should the person subsequently go to work.

C. Interim Changes in Income and Family Composition

Reporting Requirements

1. **Voucher clients are required to report all changes in family income, composition or status** to the ACHA Occupancy Technician 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, Voucher Clients must report income decreases promptly. **Voucher Clients are also required to report interim increases in income if they have been granted interim rent reductions or have previously reported zero income.**
2. ACHA wishes to encourage families to improve their economic circumstances, so most changes in family income between reexaminations will not result in a rent change. ACHA will process interim changes in rent in accordance with the chart below:



INCOME CHANGE	ACHA ACTION
(a) Decrease in income for any reason, <u>except</u> for decrease that lasts less than 30 days or subject to Imputed Welfare Income rules <sup>8</sup> .	• Process interim rent reduction if income decrease will last more than 30 days. <b>24 CFR § 5.609</b>
(b) Increase in verified family deductions	• Process interim rent reduction if income decrease will last more than 30 days. <b>24 CFR § 5.609</b>
(c) Increase in income following ACHA granting interim rent decrease.	• Process interim increase for income increases after interim rent reductions.
(d) Increase in earned income from the employment of a current household member.	• Defer rent increase until next regular reexam. <b>24 CFR § 982.516(c)(3)</b>
(e) Increase in unearned income (e.g., COLA adjustment for social security).	• Defer rent increase to the next regular reexam.
(f) Increase in income because a person with income (from any source) joins the household.	Conduct an Interim Redetermination of the family's income and raise the rent.
(g) Increase in income because the family misrepresented their income/circumstances at an Interim or Annual reexamination	Conduct an Interim Redetermination of the family's income and raise rent retroactively to the date of the misrepresentation
(h) Increase in monetary or non-monetary income after Voucher Client claims zero income	• Process an interim rent increase.

3. ACHA will process an interim increase in rent only if
  - a. the Voucher Client has misrepresented or failed to report facts upon which rent is based, so the rent the Voucher Client is paying is less than it should have<sup>9</sup>; or
  - b. the resident's income increases after the Voucher Client was granted an interim decrease in rent; or
  - c. the Voucher Client reported zero income and has a verified increase in income (that may be a non-monetary contribution); or

<sup>8</sup> Decreases in welfare income resulting from welfare fraud or from cuts for failure to comply with economic self sufficiency requirements are not eligible for rent reductions (**24 CFR § 5.615**).

<sup>9</sup> ACHA will apply any increase in rent retroactive to the month following the month in which the misrepresentation occurred.



- d. a person with income joins the household.
4. Complete verification of the circumstances applicable to rent adjustments must be documented and approved by according to *ACHA Procedure on Verification 24 CFR § 982*
5. ACHA will process interim decreases in rent as follows:
  - a. When a decrease in income is reported, and ACHA verifies that the decrease will last less than 30 days, an interim adjustment will not be processed.
  - b. Voucher Clients reporting decreases in income that are expected to last more than 30 days will have an interim adjustment processed.
6. Voucher Clients granted a reduction in rent are required to report for special reexaminations at intervals determined by the Occupancy Technician. Reporting is required until income increases, or it is time for the next regularly scheduled reexamination, whichever occurs first.
7. If Voucher Clients experience a decrease in income from public assistance because their grant is cut for one of the two following reasons, their rent will not be reduced:
  - a. Welfare department has reduced the grant because of welfare fraud; or
  - b. Welfare department has reduced the grant because the family failed to comply with economic self sufficiency requirements.
8. If a Voucher Client challenges the welfare department's reduction of their grant, an interim reduction in rent will not be processed until the matter is settled by the welfare department.
9. If the welfare department upholds the grant reduction, the Voucher Client shall owe a retroactive rent on the interim rent reduction granted in "8" above.
10. If the welfare department overturns the grant reduction, no retroactive balance is owed. See *ACHA Procedure on Imputed Welfare Income*

#### Interim Rent Decreases

The tenant may report any of the following changes, which would result in ACHA conducting an interim adjustment to decrease the tenant's rent when verified:

1. Decrease in earned or unearned income.
2. Increase in allowances or deductions.
3. If a family receiving Temporary Assistance to Needy Families (TANF) has their TANF grant reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements, ACHA is not permitted to reduce tenant rent.
4. When a family's TANF grant is reduced, ACHA will verify the reason for the reduction through the Pennsylvania Department of Social Services and will reduce rent if the reason for the reduction is other than welfare fraud or failure to comply with economic self-sufficiency requirements.

#### Required Interim Redeterminations

1. For families claiming zero income, re-certification will be scheduled every 120 days.

ACHA is a Fair Housing and Equal Opportunity Agency.  
If you need a different form of communication because of a disability, call



2. For families whose annual income cannot be projected with any reasonable degree of accuracy, re-certification may be scheduled every 120 days.

#### Interim Rent Increases

Interim increases in Tenant Rent will be made only when:

1. The tenant has misrepresented any facts related to income or deductions from income; or
2. The tenant has claimed zero income and has been verified to have cash or non-cash income: or
3. A family member with income joins the family (with ACHA's approval); or
4. The tenant has experienced an increase in income after having received an interim decrease in rent.

#### Timing of Interim Rent Adjustments

1. Interim rent increases will be effective 30 days after the first of the month.
2. Decreases in the tenant rent will be effective the first of the month following the month the change was reported, so long as the facts alleged by the family are verified. If the verification process takes longer than the first of the month the decrease will be retroactive to the first of the month after the decrease was reported.
3. If a family's rent is increased due to unreported income or overstated deductions, the increase will be computed retroactive to the date when rent should have increased. Families may be offered a payment agreement for the retroactive balance. However, if ACHA has reason to believe that the failure to report is based upon intentional misrepresentation, ACHA may terminate assistance to the family. If the amount of over-payment of HAP is significant, the case will be reported to HUD's Office of the Inspector General.
4. Interim re-certification will be made effective the first of the following month of which the unreported income was documented and verified.
5. If the family's rent is decreased due to unreported change in income, the decrease will be effective the first date of the month after completion of the interim re-certification.
6. No retroactive rent decreases will be granted.
7. Participants must report changes in income timely in order to have the decreased rent effective for the first of the following month.
8. If the reduction is reported within 10 days of the change, the decreased rent will be made effective by the first of the following month.
9. If the family is responsible for delays in completing an interim re-certification, ACHA may terminate assistance.
10. The owner and tenant will be sent a notification letter informing them of the change in Rent, Tenant Rent and HAP, and the effective date of the changes.
11. Interim re-certifications do not affect regularly scheduled re-certification effective



dates.

#### Interim Changes in Family Composition

The family is required to **report** the following in writing to ACHA within ten calendar days of the change:

1. A family member is added by birth, adoption, or court-awarded custody, with or without increased income.
2. The family wants permission to add a member by any method other than birth, adoption, or court-awarded custody.
3. The family loses a member.
4. ACHA will approve the addition to the family of children by birth, adoption, or court-awarded custody when verified, and
5. ACHA **may** permit the admission of other household members who were not a party to the lease, with written owner approval, based on the following criteria and provided the member is program eligible and the addition of the member will not disqualify the family for the size of voucher they are currently assisted under:
  - a. Relationships consistent with ACHA's definition of family
  - b. Temporary custody of foster children
  - c. Other family member additions (e.g., kinship care)
6. Persons aged 18 or older may be approved for addition to the family only if the voucher size for which the family qualifies for will not increase. They will be subject to the same criminal history screening used for all applicants upon approval. Only one such person may be added to any family during their term as voucher holders.
7. Other than children added by birth, adoption, or court awarded custody, additional family members must be authorized by ACHA in writing and approved by the owner in writing through an amendment to the lease agreement.
8. Failure on the part of the owner to approve an additional Family Member to the assisted unit does not constitute automatic grounds for termination of the lease agreement or automatic grounds for ACHA to issue a new Housing Voucher to the family to facilitate their moving to another unit. Instead, it means that addition of the requested family member is a lease violation and may subject the family to lease termination and termination of assistance.
9. An adult family member who has been removed from the lease at the family's request may not re-enter the household until the next annual recertification and then only if the voucher size for which the family qualifies for will not increase.
10. Assisted families, whose head, spouse or other family member have become disabled since move-in, will have the opportunity to request a reasonable accommodation to increase the voucher size, if verified to be necessary to provide proper care or assistance. This may be requested when it is needed.
11. Alternatively, the family may receive authorization to relocate to an accessible unit, as





may be required. As a reasonable accommodation to persons with disabilities, ACHA may approve a mutual rescission that will permit a family to move before the end of the lease term.

12. All requests to remove a household member (e.g., because the member has been involved in criminal activity that threatens the entire family with program termination) must be accompanied by substantial supporting documentation that the member to be removed has another address if the family knows where the former member is living. Examples of such documentation could include utility bills in the name of the subject, canceled checks verifying payment of rent, driver's license indicating address is at a location corresponding to the utility billing or lease, or in their name at another location.
13. If there is a change in family composition resulting in an increase or decrease to the family's voucher size and payment standard, the appropriate size will be used at the time of next annual re-certification and/or move, whichever comes first.
14. Failure of the family to report an over-housed situation may result in a County Housing Authority requirement for repayment of excess HAP payments and/or termination from the program.

D. Earned Income Disallowances (Adults with disabilities ONLY)

1. Disabled individuals who qualify for an Earned Income Disallowance before 12/31/2023 will receive the full 24 months of benefit. Thereafter the EID will not be available due to a change in federal law.
2. If an adult Voucher Client with a disability goes to work or has new or additional earned income and qualifies under one of the following three criteria, that individual will receive an Earned Income Disallowance (EID) as described below and in the ACHA **Procedure on Earned Income Disallowances**. To qualify, a Voucher Client must qualify as a person with a disability **and**:
  - a. Goes to work after having been unemployed for at least twelve months, or goes to work after having earned less in the last 12 months than would be earned working ten hours per week for a fifty week year earning minimum wage; or
  - b. Receives new or increased earned income during participation in an education, job training, or other economic self-sufficiency activity; or
  - c. Receives new or increased earned income within six months of having received a cash benefit or in-kind services funded through the program of Temporary Assistance to Needy Families. If an in-kind benefit (childcare, clothing or transportation subsidies, for example) was received, it must be worth at least \$500 in the past six months.
3. During the first 12 months after the date when the Voucher Client qualified for the EID, the resident's rent will not be increased because of the new earned income. Rent during this period will be based on the resident's income before qualifying for the EID plus any increases in unearned income that may occur after qualifying for the EID.
4. During the second 12 months after the date the resident qualified for the EID, the resident's rent will be increased by an amount equal to fifty percent of what the increase would be if not for the EID.



5. The disallowance periods described in number 2 and 3 above only occur while the resident is employed. If the resident stops working, the disallowance stops and resumes again when the resident goes back to work.
6. Even if the full 24 months of disallowance (12 months of full disallowance plus 12 months of 50% disallowance) have not been used, the EID will terminate 24 months from the date when the resident first qualified for the EID.
7. An EID is awarded to a person, not an entire family. More than one adult family member can receive an EID at the same time if they qualify as described under number 1 above.
8. No one receives more than one EID in a lifetime.
9. The Earned Income Disallowance has been rescinded by federal law. Families that qualify before 12/31/23 will still receive the full 24 months of benefit, but no new EIDs will be approved after 1/1/24, since, at that point, the benefit will no longer be available.

E. Family Absences from the Unit

The family may be absent from the unit for up to 14 consecutive day periods with owner approval and written notification to ACHA. Absences longer than 14 consecutive days require advance approval by the owner and ACHA. The family may not be absent from the unit for a period of more than 90 consecutive days for any reason or the family will be terminated from the program, per HUD regulations. During the family absence, assistance payments are terminated, and the family is responsible for the full contract rent.

Assistance for the entire household will be terminated if the head of household, co-head, spouse or adult child is absent due to incarceration for drug related or violent criminal activity.

F. Remaining Family Members

A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.

If the head of household leaves the Housing Choice Voucher program for any reason, any remaining adult in the household may be designated by the remaining family as the head of household. If there are no remaining adults in a household that includes minor children, ACHA may at its discretion allow another person related to the remaining tenant family by blood or marriage or court action to assume head of household responsibilities even though that person was not previously listed on the lease.

Families will not be permitted to add adult members to the Family for the purpose of "leaving them the voucher."

G. Family Moves

Moratorium on Family Moves

ACHA may enact a moratorium on all optional moves by the family. Such a moratorium will be formally adopted by the Board of Commissioners and public notice shall be posted



both when the moratorium is adopted and when it ends. When such a moratorium is in effect, moves will still be permitted because of:

1. Relocation directed by ACHA.
2. Owner-caused failed HQS so long as the tenant is in compliance with program regulations.
3. Family need for an accessible unit to accommodate a member's disability.
4. Catastrophic disasters.
5. Family member is determined to be endangered from specific criminal activity directed at the family member rather than simply crime encountered because of the location of the family's unit, as verified by a threat assessment, and/or other available supporting documentation.
6. Family size exceeds appropriate voucher size by two or more persons.
7. Family is moving to a neighborhood that is not economically impacted.

#### When moves are permitted

A family is not permitted to move during the initial lease term. A family may only move once during anyone-year period and only when their lease term has expired. Exceptions to restricting moves to the first term of the lease or within a twelve month period are limited to the conditions listed above under paragraph A. **Unless otherwise approved by ACHA, mutual rescissions of a lease between tenant and landlord are not allowed. A participant who chooses to rescind a current lease with a landlord without Authority approval may be subject to termination of assistance.**

#### Moves within ACHA's jurisdiction:

1. Other than the exceptions noted above, families will be eligible to move within ACHA's jurisdiction with continued assistance **only** if they:
  - a. currently live in ACHA's jurisdiction<sup>10</sup>; and
  - b. hold a valid Housing Voucher; and
  - c. are eligible to move; and
  - d. have not violated any Family obligations; and
  - e. do not owe ACHA any money; and
  - f. their current landlord indicates that they are fully lease compliant; and
  - g. are moving at or after the date of their Annual Recertification of Income and Family Circumstances and at the end of their lease term.
2. A family that wants to move with continued assistance must vacate the unit in compliance with the lease and provide proper notice to the owner (as required under

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<sup>10</sup> A family with a voucher from another ACHA's jurisdiction could certainly "port" to County, but this would not be a "move".



- the lease) and to ACHA.
3. Failure to provide such notice will result in termination of assistance due to failure to comply with the family obligation.
  4. Families that want to move must request a moving packet and must attend a move briefing. Priorities for scheduling families for the move briefings are as follows:
    - a. Uninhabitable unit, including catastrophic disasters, uncorrected owner-caused HQS failures, and overcrowding as defined in HQS.
    - b. Disability-related need, as documented by a qualified medical practitioner.
    - c. Mobility moves, defined as moves from neighborhoods impacted by income to neighborhoods not impacted by income.
    - d. Reduction in the family's voucher size that results in the family paying excessive rent.
    - e. Upward change in the family's voucher size that allows the family to lease a larger unit.
    - f. Voluntary moves after the first 12 months of occupancy.
    - g. All other moves.
  5. ACHA will conduct a criminal background check of household members over the age of 17 prior to issuing a moving packet. If the family is eligible to move, has not violated their Program Obligations or Lease Agreement, and does not owe ACHA money, the family will be offered a new voucher to search for another unit.
  6. At any time, ACHA may deny permission to move due to the following if:
    - a. The family does not notify ACHA, and the owner before the family moves out of the unit or terminates the lease.
    - b. The family does not allow ACHA and the owner to inspect/repair the unit at reasonable times and after reasonable notice.
    - c. The family is verified to be responsible for an HQS failure.
    - d. The family is verified to have committed any serious or repeated violations of the lease.
    - e. The family owes ACHA or another ACHA money for any reason.
    - f. ACHA does not have sufficient funding for continued assistance.
    - g. The family is verified to have violated any Family Obligation.
    - h. For any other HUD-allowed reason.
  7. Families who intentionally cause their assisted unit to fail Housing Quality Standards will not be eligible to receive another Housing Voucher to relocate to another unit and will be terminated from the program.
  8. ACHA will not issue a voucher to a family who wishes to move due to an eviction action initiated by the owner. Both the owner and the family are required to notify ACHA



whenever an eviction is filed. Housing assistance payments will continue until the court date, unless payments have been abated for owner-caused HQS violations. If the court rules that the family was evicted for violating the terms of the lease, including failure to pay rent, the family is ineligible for further assistance and will be terminated from the HCV program. If the court rules for the family, the family is eligible to receive another voucher.

If the family with permission to move does not locate a new dwelling unit to move into, they will be required to submit an Agreement to Continue the Assisted Tenancy, and the assisted tenancy may be extended for any reasonable period of time mutually agreed upon by owner and tenant. In the absence of the Agreement to Continue the Assisted Tenancy, HAP payments and the HAP contract will terminate at the end of the notice issued by the tenant.

#### H. Overlapping HAP Payments

If a participant family moves from an assisted unit with continued assistance, the effective date of the assistance at the new assisted unit may begin during the month the family moves out of the first assisted unit. Overlap of Housing Assistance payments (for the month when the family moves out of the old unit) and the first Housing Assistance Payment for the new unit, is not considered duplicate housing subsidy.

#### I. Owner Termination of a Participant's Lease: Grounds for Lease Termination

- a. The owner may terminate the lease for serious lease violations at any time.
- b. The owner may terminate the lease for any other reason only after the initial period of the lease.
- c. When an owner terminates a lease for reasons not related to participant lease violations, the family's status will be reviewed and, if the family is in full compliance with family obligations, the family will be issued a Move Packet.
- d. The owner must follow state and local laws and must provide ACHA with a copy of the eviction and/or lease termination notice immediately.

#### J. Required Notice for Lease Termination

1. Depending upon the terms of the Lease Agreement, the owner may give the tenant a 30-day (or another period) notice to move.
2. Owners are required to follow eviction procedures consistent with their Lease, Addendum to the Lease and HAP contract and must comply with the requirements of Federal, State, and local law.
3. Owners must give written notice to ACHA of any legal actions and are required to provide ACHA with copies of all court action papers regarding program participants.
4. If the owner initiates an eviction action in accordance with the lease, follows all pertinent laws, files all pertinent actions, and supplies ACHA with copies of all pertinent legal documents, the owner is entitled to HAP payment until the family voluntarily moves or is evicted.
5. The owner must use the lease termination and/or eviction proceedings as prescribed



in the lease and contract:

- a. The owner can institute court action, using the grounds for eviction cited in the lease; or
  - b. The owner can issue proper notice not to renew the Lease Agreement.
6. The owner may not terminate tenancy for ACHA's failure to pay the housing assistance payment, particularly if the HAP has been abated for owner violations of HQS.

K. Change in Ownership or Property Management Company

1. ACHA must receive a written request from the owner in order to make changes regarding who is to receive ACHA's HAP payment.
2. ACHA will process a change of ownership only upon the written request and accompanied by documentation of the title transfer: i.e., recorded deed, legal sale documents, etc.

**Section IX. Special Programs, Features and Options**

A. HUD's Special Programs

ACHA operates several HCV Programs under special allocations and regulations from HUD. Applicants are admitted to these programs based on the special criteria of each program. ACHA may, with HUD authorization, establish separate waiting lists or open the waiting list only for these programs. When the waiting list is open for target admissions only, ACHA shall only accept applications from qualified Applicants.

Applicants are admitted as a special admission when HUD allocates funding that is targeted for specific types of Families. The existing programs are outlined below.

1. U.S. Department of Housing and Urban Development – Veterans Administration Supportive Housing Program (HUD-VASH)

The HUD-VASH Program assists homeless veterans and their families based on selection by the local Veterans Administration (VA) Office for participation in the HUD-VASH initiative. The program targets homeless veterans who initially agree to work with the VA Office to receive supportive services to assist with becoming self-sufficient. Under the VASH program, restrictions on assistance to persons with certain drug-related and criminal history problems are waived.

ACHA has been awarded nearly 350 VASH vouchers and always strives to keep eligible veterans leased up.

2. Mainstream Housing for Persons with Disabilities

Mainstream tenant-based vouchers are available for Disabled Families. When a voucher under this program becomes available for reissue (e.g., the Family initially selected for the program terminates assistance or is unsuccessful in their search for a unit), ACHA shall offer the voucher to the next non-elderly Applicant with a Disability on ACHA's Housing Choice Voucher Waiting List that is eligible to receive assistance under this program. The vouchers will be reissued in this manner until the time



designated under the announcement through which the allocation was awarded via an Annual Contributions Contract (ACC) expires.

If there is an insufficient pool of Disabled Families on ACHA's Housing Choice Voucher Waiting List, ACHA shall conduct outreach to encourage eligible persons to apply for this special allocation of vouchers. Outreach shall include contacting independent living centers, advocacy organizations for Persons with Disabilities, and social service providers for referrals of persons receiving medical, mental and health services who would benefit from Housing Choice Voucher assistance. Following admittance into the Housing Choice Voucher Program, participants follow all HCV rules and regulations.

### 3. Preservation Program

Preservation vouchers are available under this program for eligible Families residing in an eligible preservation project as defined by **24 CFR Section 248.157 (c)** on the date of the Landlord's prepayment or voluntary termination. Families are offered tenant-based assistance under the HCV Program if, as the result of a rent increase no later than one year after the date of the Landlord's prepayment or voluntary termination, the Family's rent exceeds thirty percent (30%) of their adjusted income.

The following conditions would qualify for Preservation Vouchers:

- a. Landlord Opt-Outs: Landlords who choose not to renew an expiring HCV or Section 23 project-based contract.
- b. Preservation Pre-Payments: Landlords who choose to pre-pay the HUD insured mortgage or voluntarily terminate the mortgage insurance.
- c. HUD Enforcement Actions: HUD terminates the HAP contract or does not offer the Landlord the opportunity to renew the expiring HAP contract for failure to comply with the terms of the contract.
- d. HUD Property Disposition: HUD becomes the Landlord of the property through foreclosure and is either selling or closing the property.

## B. ACHA's Special Programs

### 1. Project-Based Program (Also see Appendix A on PBV)

ACHA may allocate up to 20% of its Tenant-based Housing Choice Vouchers for special programs under HUD's project-based voucher program. ACHA administers vouchers that are provided to Families under specified criteria. Families that participate in the Project-based Program are eligible to receive a voucher to relocate after one year only if ACHA has sufficient funds to cover the cost of the voucher. Families must provide a written request to relocate.

- a. Project-Based Vouchers for Persons with Special Needs: ACHA may periodically advertise its intent and solicit Landlords and social service providers to provide housing opportunities for Families with special needs.



- b. Project-based Vouchers can only be issued following a Request for Proposals that spells out the target group (if any) to be served and how ACHA will select the proposals to receive PBV.
- c. Project-based Vouchers can be awarded to Low Income Housing Tax Credit Properties without going through the RFP process, since, by definition, an LIHTC property has already been competitively selected.
- d. Rent calculation in the Project-based Voucher program is the same method as that used in public housing – the Total Tenant Payment equals the greatest of 30% of adjusted monthly income, 10% of total monthly income or the ACHA's minimum rent of \$25. When the owner provides all utilities, Total Tenant Payment equals Tenant Rent. If the family pays any utilities directly, Tenant rent equals Total Tenant Payment minus the Utility Allowance. There will never be an instance in which the Gross Rent exceeds the Payment Standard since the Gross Rent is approved in the PBV HAP contract and the Payment Standard does not apply.
- e. ACHA will comply fully with the PBV regulations at **24 CFR Part 983** in the selection of units for PBV and in all aspects of program operation.
- f. When Project-based Vouchers are awarded ACHA continues to have responsibility for maintaining the waiting list and performing annual recertifications and interim adjustments to income.
- g. ACHA will report on all Project-based Vouchers correctly in PIC using section 11 of the HUD 50058 form.

### **Section X. Termination of Assistance**

#### **A. Terminations of Families Based on Program Regulations**

ACHA may terminate the assistance of Families at the family request or for any violation of program rules and family obligations including but not limited to the following reasons:

- 1. Families notify ACHA that they wish to voluntarily terminate their assistance.
- 2. No Housing Assistance Payment has been paid on the family's behalf for 180 days (six months).
- 3. No family member certifies to either citizenship or eligible immigration status and does not elect to contest his/her eligible status.
- 4. Any member of the Family refuses to sign and submit the HUD and ACHA required consent form(s) for obtaining information.
- 5. Any family members do not provide their Social Security information and documentation within the time required and specified by ACHA.
- 6. Families move out of their dwelling unit without giving proper written notice to ACHA and their Landlord.
- 7. ACHA determines the Landlord is entitled to payments due to non-payment of rent, damages, or other amounts owed under the Landlord's lease by the Family, and it is verified that the Family has failed to satisfy any such liability.





8. The family has not reimbursed ACHA or another ACHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, or if the family breaches an agreement with ACHA to pay amounts owed.
9. A family does not report an increase of income or change of family composition as required by this Administrative Plan.
10. The family fails to comply with the requirement to recertify after two notices.
11. Any member of the Family has engaged in drug related criminal activity, or violent criminal activity as outlined in Section IV B.  

Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking shall not be considered cause for termination of assistance for any participant, or immediate member of a participant's family who is the victim of the domestic violence, dating violence, sexual assault, or stalking.
12. Any family member is subject to a lifetime registration requirement under a state sex offender registration program.
13. Any member of the Family has ever been convicted of manufacturing methamphetamine on the premises of Federally assisted housing.
14. Any family member engages in illegal use of a controlled substance.
15. Any family member engages in abuse of alcohol in a manner that threatens the health, safety or peaceful enjoyment of the premises by other residents or neighbors.
16. Any household member illegally possesses weapons.
17. Any member of the Family misrepresents, bribes or commits any other corrupt or criminal act in connection with any federal housing program.
18. Any Family member or guest of the Family engages in or threatens abusive or violent behavior toward Authority personnel.
19. All members of the Family are absent from the unit for more than 14 consecutive days without ACHA and landlord approval.
20. A family is having their lease terminated by their landlord as a result of serious or repeated lease violations or is evicted for serious or repeated lease violation(s).
21. Any family member or guest causes damage to the unit as verified by a ACHA inspection.
22. Any family member engages in violent physical behavior or fights.
23. Any member of the Family has violated any Family Obligation under the HCV Program as outlined in 24 CFR 982.551, as amended.
24. Any other HUD-allowed reason.
25. ACHA may impose, as a condition of continued assistance for other family members, a requirement that the family members who participated in or were culpable for the action or failure will not ever reside in the unit.



B. Participant Termination Notification

In any case where ACHA decides to terminate assistance to the family, ACHA will give both the family and the owner a 30-day written termination notice which states:

1. Reasons for the termination.
2. Effective date of the termination.
3. Family's right to request an informal hearing; and
4. Family's responsibility to pay the full rent to the owner if they remain in the assisted unit after the termination effective date.

C. The Violence Against Women Act

1. The Violence Against Women and Justice Department Act (VAWA) as revised, protects Families who are victims of domestic violence, dating violence, sexual assault or stalking. In accordance with PIH Notice 2006-42, ACHA will not terminate assistance if it is determined that criminal activity on the part of any Family member is directly related to domestic violence, sexual assault, dating violence, or stalking of a member of the Family's household or any guest or other person under the Family's control.

VAWA defines domestic violence, dating violence, sexual assault, stalking and immediate family member as the following:

2. 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 cohabitated with or has cohabited 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.
3. Dating Violence: Violence committed by a person:
  - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
    - 1) the length of the relationship.
    - 2) the type of relationship; and
    - 3) the frequency of interaction between the persons involved in the relationship.
4. 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 (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

5. Sexual Assault: means any nonconsensual sexual act proscribed by Federal or State law, including when the victim lacks capacity to consent. **24 CFR § 5.2003**
6. Immediate Family Member: a spouse, parent, brother, sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

ACHA will notify landlords and HCV participants of the protections provided by VAWA during termination proceedings, Landlord and client briefings, and available information from ACHA staff.

HCV participants requesting protection from termination or eviction for incidents of actual or threatened domestic violence, dating violence or stalking must complete, sign and submit HUD Form 50066 within 14 business days of notification of the termination or eviction.

D. Terminating ACHA HAP payments

1. The HAP contract will be terminated, and any overpayments of HAP will be recouped on the last day of the month after a tenant has died and no eligible remaining family members are in the unit and/or on the last day of the month after a tenant has vacated the unit, with or without notice to the landlord.
2. ACHA will use public records to verify the date of death.
3. If tenants have abandoned the unit and vacated without written notice to ACHA and/or the landlord, ACHA will use records such as inspection dates, dates of unit being leased or public utility consumption records to verify last month of occupancy.

**Section XI. Informal Hearings**

A. Situations in which ACHA will offer informal hearings

An **informal hearing** is offered to a participating Family based on ACHA's decision affecting the Family in the Housing Choice Voucher Program in accordance with the procedures described in the following section on Informal Hearings.

ACHA shall give a participant an opportunity for an informal hearing in disputes involving the following determinations:

1. the amount of the total tenant payment or tenant rent.
2. appropriate utility allowance.
3. family unit size under payment standard.
4. termination of assistance.

B. Situations in which ACHA will not offer informal hearings

ACHA is not required to provide an opportunity for an informal hearing to review Authority determinations:



1. that are administrative determinations by ACHA, or to consider general policy issues or class grievances.
2. that a unit does not comply with ACHA's Housing Quality Standards, that the owner has failed to maintain or operate a contract unit to provide decent, safe, and sanitary housing in accordance with the Housing Quality Standards (HQS), (including all services, maintenance, and utilities required under the lease), or that the contract unit is not decent, safe, and sanitary because of an increase in family size or change in family composition.
3. when Authority wishes to exercise any remedy against the owner under an outstanding contract, including the termination of Housing Assistance Payments to the owner.
4. not to approve a family's request for an extension of the term of the Voucher issued to an applicant or an assisted family that wants to move to another dwelling unit with continued participation in ACHA's Housing Choice Voucher Program.

C. Notice to Participant

1. ACHA shall give the participant prompt written notice of the decision made regarding the above stated issues.
2. The written notice shall contain a brief statement of the reasons for the decision, and a statement that if the participant does not agree with the decision, she/he may request an informal hearing on the decision within ten (10) calendar days from the date of the notice.
3. If the request for an Informal Hearing is not submitted timely, the participant will have waived his/her right to request an informal hearing.
4. If an informal hearing request is submitted within the required timeframe, ACHA will timely schedule the informal hearing and send written notice to the client.
5. The written notice shall contain the date, time, and place where the informal hearing will be conducted.
6. The informal hearing shall occur prior to the date of termination of housing assistance payments unless the tenant has already vacated the unit.
7. If the informal hearing cannot be held before the scheduled date of termination of assistance, assistance will be paid until the hearing has been held and a decision rendered.

D. The Hearing Officer

1. ACHA will designate a hearing officer(s) to conduct the informal hearing.
2. The hearing officer shall be a person other than a person who made or approved the decision under review, or a subordinate of such person.

E. Rights of the Participant

1. The participant must appear in person at the hearing and may be represented by an attorney at his/her own expense.
2. The participant shall have the right to review and copy (at his/her expense) any



relevant information relied upon by ACHA.

3. The participant shall have the right to present both oral and written evidence.
4. The participant has the right to question any witnesses deposed herein and the right to argue his or her case prior to the hearing officer's decision.
5. The participant shall have the right to arrange for an interpreter to attend the hearing, at the client's expense. If a participant has a hearing impairment or speaks a language other than English, ACHA will provide an interpreter at ACHA's expense.
6. The participant shall have the right to have the hearing recorded by audiotape at the client's expense subject to the hearing officer's discretion.
7. The participant shall have the right to seek redress directly through judicial procedures of the court after receipt of the hearing officer's decision.

F. Rights of the Housing Authority

1. ACHA may be represented by an attorney at the informal hearing.
2. ACHA may introduce evidence, both oral and written.
3. ACHA shall have the right to question any witness examined in the informal hearing and to make final submissions.
4. ACHA shall have the right and must be given the opportunity to pre-hearing discovery, at Authority offices, of any family documents directly relevant to the hearing.
5. ACHA must be allowed to copy any such document at ACHA's expense.
6. If the family does not make the document available for examination on request of ACHA, the family may not rely on the document at the hearing.

G. Conduct of the Informal Hearing

1. The hearing officer will regulate the conduct of the hearing in accordance with hearing procedures commonly accepted and followed.
2. If the participant fails to appear at the hearing without prior request to re-schedule the hearing based on legitimate and allowable grounds or is more than 10 minutes late for the scheduled hearing, the matter will be decided ex-parte, or dismissed forthwith with no right for its restoration.
3. Participants may not re-schedule a hearing more than once.

H. The Decision

1. Factual determinations relating to the individual circumstances of the participant shall be based on the evidence presented at the hearing.
2. The decision shall be in writing and based on the evidence, HUD regulations, Authority policies and rules, and any applicable law.
3. The decision shall briefly state the reasons on which the decision is arrived.
4. A copy of the decision shall be furnished promptly to the participant, but in most instances no more than 14 business days from the date of the hearing.



I. Situations in which Informal Hearing Decisions are not binding on the ACHA

ACHA is not bound by a hearing decision on the following matters:

1. A matter for which ACHA is not required to provide an opportunity for an informal hearing or otherwise in excess of ACHA of the person conducting the hearing under these hearing procedures.
2. A decision is rendered that is contrary to HUD regulations, requirements or otherwise contrary to Federal, State, or Local law or to ACHA's policies and procedures.

If ACHA determines that it is not bound by a hearing decision, ACHA shall promptly notify the participant of the determination, and the reasons for the determination.

**Section XII. Process for Program Reduction when HUD Budget Authority is Insufficient**

ACHA will adopt measures at the direction of the Executive Director to manage program operations within the guidelines of HUD's regulations and within the funding HUD makes available.

As a last resort, ACHA will terminate HAP contracts, in accordance with HUD requirements, if it is determined that funding appropriated under the consolidated Annual Contributions Contract (ACC) is insufficient to support continued assistance for Families in the program. **24 CFR § 982.454.**

A. Determination to Terminate HAP Contract(s)

HAP contracts will not be cancelled until all rents to owners have been reconciled to rent reasonableness.

Before any contracts are cancelled for families who are in full compliance with their leases and the programs' "Family Obligations", ACHA shall terminate assistance to participants who have violated the Family Obligations or otherwise violated the requirements for program participation.

No action will be taken to cancel the HAP contracts of Elderly or Disabled Families.

ACHA will review the dollar value of contracts that must be terminated in order to operate the program within budgetary limits. ACHA will document the determination before any contracts are cancelled on the basis of insufficient funding. The review will include but is not limited to:

1. an analysis of the amount of rent paid by each Family; and
2. an analysis of the length of time each Family has been participating (in succession) on the program with a correlation of the income of each Family and the amount of rent paid.

ACHA will utilize a random lottery selection process to determine which families will be terminated from the program.

B. Order of Termination/Withdrawal

ACHA will utilize the following order by priority for the termination of housing assistance and withdrawal of housing opportunities in the instance of insufficient funding.



1. Families that have been issued vouchers but have not yet located housing for which a HAP is paid.
2. Families that are in violation of HCV Family Obligations.
3. Families that have been identified pursuant to the direction of the ED as noted in Section XIII A.

C. Resumption of Assistance for Impacted Families

1. ACHA will document the names of every Family terminated from the HCV program due to insufficient funding and maintain these names on a Waiting List. When funding is available, ACHA will offer vouchers to these Families before Applicants on the HCV Housing Choice Voucher Waiting List.
2. ACHA will initially resume housing assistance for Families with cancelled HAP contracts followed by Families with vouchers withdrawn before contracts were initiated.
3. Families that have been without housing assistance for six (6) months must be screened to ensure their continued eligibility.

### **Section XIII. Determining Income and Rent**

A. Annual Income 24 CFR § 5.609

ACHA shall use HUD's definition of Annual Income. Should this definition be revised, HUD's definition, rather than that presented below shall be used.

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period following the effective date of initial determination or reexamination of income, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute. 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 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.
3. Interest, dividends, and other net income of any kind from real<sup>11</sup> or personal property.

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<sup>11</sup> Including the equity in a home being purchased under the HCV homeownership program after the 10<sup>th</sup> year of participation.



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.

If 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. For families in the Homeownership program, the value of the home's equity must be included as an asset after the 10<sup>th</sup> year of participation in the homeownership program.

For families participating in the HCV homeownership program, net family assets must consider the family's equity in the home they are purchasing for every subsidy year ten years or more after settlement. The following method is to be used in determining the house's equity:

- a. Determine the home's market value by comparing it to recent homes of the same size, type, age and condition sold in the neighborhood in the past 6 months. ACHA may contract with a local realtor to help establish the market values of such homes.
  - b. Subtract the remaining indebtedness the family still owes on the home's mortgage from the market value of the home – the result will be the gross equity the family has in the home.
  - c. Subtract the average costs to sell the home from the gross equity. This would include estimated costs such as real estate commission, termite inspection, seller's share of transfer taxes on such a sale, appraisal cost, etc. The result of subtracting these costs from the family's gross equity (step b) will be the family's cash equity in the home.
  - d. If the family has any other assets, add the value of those assets to the cash equity (step c). If the result exceeds \$5,000, the amount of asset income to be included in annual income will equal the greater of the actual income from assets or the cash value of all assets times the passbook savings rate.
4. The full number of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See B. 14. below for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.].
  5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (But see paragraph B. 3. below concerning treatment of lump-sum additions as Family assets.).
  6. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member.
  7. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
  8. All regular pay, special pay, and allowances of a family member in the Armed Forces. (See paragraph B. 7. below concerning pay for exposure to hostile fire.)





9. For HCV programs only, any financial assistance, in excess of amounts received for tuition, that an individual receives under the Higher Education Act of 1965 from private sources or from an institution of higher education 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. Financial assistance does not include loans.

**B. Excluded Income 24 CFR § 5.609**

Annual Income does not include the following:

1. Income from the 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 individuals with disabilities, unrelated to the resident 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, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature).

(See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.)

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 provided the person meets the definition of a live-in aide (See Section 12 of these policies).
6. The full amount of student financial assistance paid directly to the student or the educational institution.
7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Certain amounts received that are related to participation in the following programs:
  - a. Amounts received under HUD funded training programs (e.g., Step-up program: excludes stipends, wages, transportation payments, childcare vouchers, etc. for the duration of the training).
  - b. 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).
  - c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) to allow participation in a specific program.
  - d. A resident services stipend. A resident services stipend is a modest amount (not



to exceed \$200/month) received by a public housing resident for performing a service for the ACHA, 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; and

- e. Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the 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 a limited period as determined in advance by the ACHA.
9. Temporary, non-recurring, or sporadic income (including gifts).
  10. 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.
  11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse).
  12. Adoption assistance payments in excess of \$480 per adopted child.
  13. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
    - a. State-funded assistance, benefits or services means 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 ACHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work 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.
    - b. During the 12 month period beginning when the disabled member first qualifies for a disallowance, the ACHA must exclude from Annual Income any increase in income as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
    - c. Regardless of how long it takes a resident to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 24 months.



- d. The disallowance of increased income under this section is only applicable to current disabled residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
14. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
15. Deferred payments of VA disability benefits that are received in a lump sum payment.
16. 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.
17. 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.
18. 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. Updates will be published and distributed when necessary.)

The following is a list of benefits excluded by other Federal Statute:

- a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977; **7 USC 2017 (h)**
- b. Payments to volunteers under the Domestic Volunteer Service Act of 1973; **42 USC 5044 (g), 5088**

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), and the Older American Committee Service Program.
  - National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs.
  - Small Business Administration Programs such as the National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE).
- c. Payments received under the Alaska Native Claims Settlement Act; **43 USC.1626 (a)**
  - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes; **25 USC. 459e**
  - e. Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program; **42 USC 8624 (f)**



- f. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians; P. L. **94-540, 90 State 2503-04**
- g. The first \$2000 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; and **25 USC 117b, 1407**
- h. 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 of Title IV programs include but are not limited to: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
- i. Payments received from programs funded under Title V of the Older Americans Act of 1965: **42 USC 3056 (f)**
  - Examples of programs under this act include but are not limited to: Senior Community Services Employment Program (CSEP), 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.
- j. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation.
- k. Payments received under Maine Indian Claims Settlement Act of 1980; P.L. **96-420,94 Stat. 1785**
- l. The value of any childcare 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 USC 9858q**
- m. Earned income tax credit refund payments received on or after January 1, 1991, **26 USC 32 (j)**
- n. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.
- o. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- p. 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.
- q. Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.
- r. Exclusion of Tax Rebate from the IRS under Economic Stimulus Act.
- s. Exclusion of income earned under temporary employment with the U.S. Census Bureau; and



- t. Kinship Guardian assistance payments and other guardianship care payments.
- u. Any amount received under the School Lunch Act and the Child Nutrition Act of 1966, including reduced price lunches and food under WIC.
- v. Payments, funds or distributions authorized, established or directed by the Seneca Nation Settlement Act of 1990.
- w. Payments from any deferred Dept. of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- x. Compensation received by or on behalf of a veteran for service connected disability, death, dependency or indemnity compensation as provided by the Indian Veterans Housing Opportunity Act of 2010.
- y. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case “Elouise Cobell et al v Ken Salazar
- z. Any amounts in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107–110, 42 U.S.C. 604(h)(4)).
- aa. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013–30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)); and
- bb. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended) and comparable disaster assistance provided by States, local governments, and disaster assistance organizations (**42 U.S.C. 5155(d)**).

**C. Anticipating Annual Income 24 CFR § 5.609(d)**

If it is not feasible to anticipate income for a 12-month period, ACHA may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for school bus drivers or classroom aides who are only paid for 9 months, or for tenants receiving unemployment compensation.)

**D. Adjusted Income 24 CFR § 5.611**

Adjusted Income (the income upon which income-based rent is based) means Annual Income less the following deductions:

**For All Families**

1. **Child Care Expenses** — A deduction of amounts anticipated to be paid by the family for the care of children under 13 years of age for the period for which Annual Income is computed, **BUT ONLY** when such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (a) the amount of income earned by the family member released to work; or (b) an amount determined to be reasonable by ACHA when the expense is incurred to permit education or to seek employment.
2. **Dependent Deduction** — An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, Live-in Aide, foster adult or foster



child) who is under eighteen years of age or who is eighteen years of age or older and disabled, or a full-time student.

3. **Work-related Disability Expenses/Disability Assistance Allowance** — a deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for family members with disabilities where such expenses are necessary to permit a family member(s), including the 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 the visually impaired, service animals, and equipment added to cars and vans to permit their use by the disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities.

- a. For non-elderly families and elderly or disabled families without medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- b. For elderly or disabled families with medical expenses: the amount of the deduction equals the cost of all unreimbursed expenses for work-related disability expense less three percent of Annual Income (provided the amount so calculated does not exceed the employment income earned) PLUS medical expenses as defined below.

For elderly and disabled families only:

4. **Medical Expense Deduction** — 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, health 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 ACHA for the purpose of determining a deduction from income, the expenses claimed must be verifiable.

- a. For elderly or disabled families without work-related disability expenses: The amount of the deduction shall equal total medical expenses less three percent of annual income.
  - b. For elderly or disabled families with both work-related disability expenses and medical expenses: the amount of the deduction is calculated as described in paragraph 3 (b) above.
5. **Elderly/Disabled Household Exemption** — An exemption of \$400 per household. See Definitions in the next section.

E. **Computing Rent 24 CFR § 5.628**

- **Total Tenant Payment (TTP)**
  - a. The first step in computing income-based rent is to determine each family's Total



#### Tenant Payment.

- b. Then, if the family is occupying an apartment that has tenant-paid utilities, the Utility Allowance is subtracted from the Total Tenant Payment.
  - c. The result of this computation, if a positive number, is the Tenant Rent.
  - d. If the Total Tenant Payment less the Utility Allowance is a negative number, the result is the utility reimbursement.
- Total Tenant Payment is the higher of:
    - 30% of adjusted monthly income; or
    - 10% of monthly income; but never less than the
    - Minimum Rent of \$25.
  - Tenant rent
    - a. HCV Tenant rent is computed by subtracting the utility allowance for tenant supplied utilities (if applicable) from the Total Tenant Payment and adding any amount by which the Gross Rent (Contract Rent plus Utility Allowance) exceeds the Payment Standard.
    - b. In developments where the landlord pays all utility bills directly to the utility supplier, HCV Tenant Rent equals Total Tenant Payment plus any amount by which the Gross Rent exceeds the Payment Standard. **24 CFR § 5.634**
  - Tenant Rent to Landlord
    - a. Rent to landlord is the greater of:
      - The Payment Standard less the landlord's Housing Assistance Payment; or.
      - The Gross Rent less the landlord's Housing Assistance Payment
  - Tenant Rent in a PBV unit
    - In the PBV program the tenant rent equals the TTP less any utility allowance.
  - Minimum Rent

The Minimum Rent shall be \$50 per month.
  - Minimum rent hardship exemption

A hardship exemption shall be granted to residents who can document that they are unable to pay the \$50 because of a long-term hardship (over 90 days). Examples of situations under which residents would qualify for the hardship exemption to the minimum rent are limited to the following: **24 CFR § 5.630**

    - a. The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program.
    - b. The family would be evicted as result of the imposition of the minimum rent requirements.
    - c. The income of the family has decreased because of changed circumstances, including loss of employment.



d. A death in the family has occurred.

Being exempted from paying minimum rent does not mean the family automatically pays nothing. Instead, the family is required to pay the greater of 30% of Adjusted Monthly Income or 10 percent of monthly income

#### **Section XIV. Definitions of Terms Used in This Administrative Plan**

1. Applicant – an individual or a family that has applied for admission to housing.
2. Area of Operation - Jurisdiction of ACHA as described in state law and ACHA's Articles of Incorporation: The County of Allegheny, not including the Cities of Pittsburgh and McKeesport.
3. Assets - Assets means "cash (including checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets." See the definition of Net Family Assets, for assets used to compute annual income. **24 CFR § 5.603**
4. Auxiliary Aids - means 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. **24 CFR § 8.3**
5. Bifurcate – means 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. See **24 CFR Part 5, 5.2003 Subpart L: Protection for Victims of Domestic Violence**
6. Care attendant - a person that regularly visits the apartment of a ACHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by ACHA must demonstrate separate residence) and do not live in the public housing or HCV apartment. Care attendants have no rights of tenancy.
7. Citizen – Citizen (by birth or naturalization) or national of the United States. **24CFR § 5.504**
8. Co-head of household – One of two persons held responsible and accountable for the family.
9. Covered Families for Welfare Benefits – 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 participate in an economic self-sufficiency program as a condition for such assistance.
10. Covered Person – For the purposes of lease enforcement, covered person means a tenant, any member of the tenant's household, a guest or another person under the tenant's control. **24 CFR § 5.A**
11. Dating Violence – for purposes of interpreting the Violence Against Women Act, 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: (i) the length of the relationship, (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

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12. Dependent - A member of the household, other than head, spouse, sole member, foster child, or Live-in Aide, who is under 18 years of age, or 18 years of age or older and disabled, or a full-time student. **24 CFR § 5.603**
13. Development – The whole of one or more residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for federal financial assistance, or are treated as a whole for processing purposes, whether or not located on a common site. **24 CFR § 5.603**
14. Disability Assistance Expenses – Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care or auxiliary apparatus for a disabled family member that are incurred to permit an adult family member (including the person with disability) to be employed, provided that the expenses are not paid to a family member, reimbursed by an outside source, and exceed 3 percent of Annual Income.
15. Disabled Family - A family whose head, spouse or sole member is a person with disabilities. (Person with disabilities is defined later in this section.) The term includes two or more persons with disabilities living together, and one or more such persons living with one or more persons including live-in aides determined to be essential to the care and well-being of the person or persons with disabilities. A disabled family may include persons with disabilities who are elderly. **24 CFR § 5.403**
16. Divestiture Income - Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. (See the definition of Net Family Assets **24 CFR § 5.603** in this section.)
17. Domestic Violence - for purposes of interpreting the Violence Against Women Act, includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who cohabits with or has cohabited 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.
18. Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession of a controlled substance with intent to manufacture, sell, distribute, or use the drug. **24 CFR § 5.A**
19. Economic Self-Sufficiency Program – Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment, counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment) or other work activities. **24 CFR § 5.603**
20. Elderly Family - A family whose head or spouse (or sole member) is at least 62 years of age. It may include two or more elderly persons living together, and one or more such persons living with one or more persons, including live-in aides, determined to be essential to the care and well-being of the elderly person or persons. An elderly family may include elderly persons with disabilities and other family members who are not elderly. **24 CFR § 5.403**



21. Elderly Person - A person who is at least 62 years of age. **42 USC 1437a(b)(3)**
22. Eligible Immigration Status – For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document. **24 CFR § 5.508**
23. Emancipated Minor – A person under age 18 who does not live or intend to live with his/her parents, and who has been declared “emancipated” by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign a ACHA lease.
24. Extremely Low Income Family – A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD adjusted for family size.
25. Family - Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in the ACHA’s HCV housing; OR two or more persons who are not so related, can verify shared income or resources who will live together in the ACHA’s HCV housing.

The term family also includes elderly family (Definition #18), near elderly family (Definition #32) disabled family (Definition #15), displaced person (Definition #16), single person (Definition #41), the remaining member of a tenant family, or a kinship care arrangement (Definition #33). Other persons, including members temporarily absent (e.g., a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family’s household if they are living or will live regularly with the family. **24 CFR §§ 5 and 960**

Live-in Aides (Definition #35) may also be considered part of the applicant’s/participant’s household. However, live-in aides are not family members (even if related) and have no rights as “remaining family members”.

Foster Care Arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency. These individuals are household members but are not family members and have no rights as “remaining family members”.

For purposes of continued occupancy: the term family also includes the remaining member of a resident family with the capacity to execute a lease.

26. Foster Adult – An adult (usually a person with disabilities) who is placed in someone’s home by a governmental agency so the family can help with his/her care. Foster adults may be members of ACHA households, but they have no rights as remaining family members. The income received by the family for the care of a Foster Adult is excluded from Annual Income.
27. Full-Time Student - A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. Educational institution shall include but not be limited to college, university, secondary school, vocational school or trade school. **24 CFR 5.603**
28. Guest – For the purposes of resident selection and lease enforcement, a guest is a person temporarily staying in the unit with the consent of the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. **24CFR § 5.A**



29. Head of the Household - Head of the household means the family member (identified by the family) who is held responsible and accountable for the family.
30. Immediate Family Member – for purposes of interpreting the Violence Against Women Act, a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.
31. Imputed Welfare Income – The amount of Annual Income by which a resident’s welfare grant has been reduced because of welfare fraud or failure to comply with economic self-sufficiency requirements that is, nonetheless, included in Annual Income for determining rent. **24 CFR § 5.615(b)**
32. Individual with Disabilities, Section 504 definition 24 CFR § 8.3

Section 504 definitions of Individual with Handicaps and Qualified Individual with disabilities are not the definitions used to determine program eligibility. Instead, use the definition of “Person with Disabilities” as defined later in this section. Note: The Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability”.

Individual with disabilities means any person who has:

A physical or mental impairment that:

- a. substantially limits one or more major life activities.
- b. has a record of such an impairment; or
- c. is regarded as having such an impairment.

For purposes of housing programs, 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.

Definitional elements:

—“Physical or mental impairment” means any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or

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” means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.



“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.

“Is regarded as having an impairment” means 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; or

Has a physical or mental impairment that substantially limits one or more major life activities only as result of the attitudes of others toward such impairment; or

Has none of the impairments defined in this section but is treated by a recipient as having such an impairment.

NOTE: A person would be covered under the first item if ACHA refused to serve the person because of a perceived impairment and thus “treats” the person in accordance with this perception. The last two items cover persons who are denied the services or benefits of ACHA’s housing program because of myths, fears, and stereotypes associated with the disability or perceived disability.

The 504 definitions of disability does not include homosexuality, bisexuality, or transvestitism because these are not disabilities. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

The 504 definitions of individual with disabilities is a civil rights definition. To be considered for admission to public housing a person must meet the program definition of person with disabilities found in this section.

33. Kinship care - an arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. (Definition provided by the Kinship Care Project, National Association for Public Interest Law) The primary caregiver must be able to document Kinship care, which is usually accomplished through school or medical records.

34. Live-in Aide - A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by ACHA to be essential to the care and well-being of the person(s); (b) is not obligated to support the family member; and (c) would not be living in the apartment except to provide the necessary supportive services **24 CFR 5.403**

A family member can qualify as a live-in aide, although a family member who already lives with the family cannot qualify as a live-in aide since they are already living in the unit.

Before admitting a live-in aide to an HCV family, ACHA shall verify through a qualified medical practitioner:

- a. That the person requesting the live-in aide meets the definition in the Section of “individual with a disability; and
- b. The live-in aide is needed because of the family member’s disability; and
- c. That the live-in aide selected (whether a family member or not) is capable of providing the services the family member with a disability need.

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d. At no time will ACHA request information related to the nature, extent, diagnosis or treatment of an HCV participant.

35. Lower-Income Household - A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjusted for smaller family size. **42 USC 1437a(b)**
36. Medical Expense Allowance - For purposes of calculating adjusted income for elderly or disabled families only, medical expenses mean the medical expense not compensated for or covered by insurance in excess of 3% of Annual Income. **24 CFR § 5.603**
37. Minor - A minor is a person less than 18 years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them “emancipated”.
38. Mixed Family – a family with both citizen or eligible immigrant members and members that are neither citizens nor eligible immigrants. Such a family will be charged a pro-rated rent. **24 CFR § 5.504**
39. Multifamily housing project - For purposes of Section 504, means a project containing five or more dwelling units. **24 CFR § 8.3**
40. 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 or birth in a foreign country to parents who are US citizens. **24 CFR § 5.504**
41. Near-elderly family - means a family whose head, spouse, or sole member is a near-elderly person who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. **24 CFR § 5.403**
42. Near-elderly person - means a person who is at least 50 years of age but below 62, who may be a person with a disability **42 USC 1437a(b)(3)**
43. Net Family Assets - The net cash value, after deducting reasonable costs that would be incurred in disposing of: **24 CFR § 5.603**

Real property (land, houses, mobile homes)

Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals)

Cash value of whole life insurance policies

Stocks and bonds (mutual funds, corporate bonds, savings bonds)

Other forms of capital investments (business equipment)

Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity.



Net Family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale.

In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms

44. Other Person Under the Voucher Client's Control - for the purposes of resident selection and lease enforcement means that the person, although not staying as a guest in the unit is, or was at the time of the activity in question, on the premises because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not "under the resident's control". **24CFR § 5.A**
45. Person with disabilities<sup>12</sup> **42 USC 1437a(b)(3)** means a person<sup>13</sup> who —
- Has a disability as defined in Section 223 of the Social Security Act **42 USC 423** ; or,
  - Has a physical or mental impairment that:
    - Is expected to be of long continued and indefinite duration.
    - Substantially impedes his/her ability to live independently; and,
    - Is of such nature that such disability could be improved by more suitable housing conditions; or,
  - Has a developmental disability as defined in **Section 102 (5)(b)** of the Developmental Disabilities Assistance and Bill of Rights Act **42 USC 6001 (5)**.
- This is the definition that is used for eligibility and granting deductions for rent.
46. Refusal of Housing – An applicant's choice not to accept a ACHA offer of housing without good cause.
47. Rejection for Housing – ACHA's determination not to accept an applicant either because of ineligibility or failing criminal history screening.
48. Remaining Family Member - A remaining family member is defined as a family member listed on the most recent recertification who is 18 years of age or older, who meets all other eligibility criteria, and is a member of an Authority tenant family, but not a signatory to the lease and who continues to live in the unit after all other family members have left.
49. Qualified Individual with Disabilities, Section 504 - means an individual with disabilities who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the ACHA can demonstrate would result in a fundamental alteration in its nature.

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<sup>12</sup> NOTE: this is the program definition. The 504 definition does not supersede this definition for eligibility or admission. **24 CFR 8.4 (c) (2)**

<sup>13</sup> A person with disabilities may be a child

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- a. Essential eligibility requirements include: ...stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than the ACHA.
  - b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be "qualified" for occupancy in a project where such supportive services are provided by the ACHA as a part of the assisted program. The person may not be 'qualified' for a project lacking such services. **24 CFR § 8.3**
50. Service Provider - a person or organization qualified and experienced in the provision of supportive services, that is in compliance with applicable licensing requirements imposed by state or local law for the type of service to be provided. The service provider may be either a for-profit or a non-profit entity.
51. Single Person - A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
52. Spouse - Spouse means the husband or wife of the head of the household.
53. Stalking - for purposes of interpreting the Violence Against Women Act, 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 (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.
54. Tenant Rent - The amount payable monthly by the Family as rent to the HCV landlord. If all utilities (except telephone) and other essential housing services are supplied by the owner, Tenant Rent equals Total Tenant Payment plus the amount by which the Gross Rent exceeds the Payment Standard. If some or all utilities (except telephone) and other essential housing services are not supplied by the owner, the cost thereof is not included in the amount paid as rent, and Tenant Rent equals Total Tenant Payment less the Utility Allowance plus any amount by which the Gross Rent exceeds the Utility Allowance **24 CFR § 5.6**.
55. Total Tenant Payment (TTP) - The TTP is calculated using the following formula:  
The greater of 30% of the monthly Adjusted Income (as defined in these policies) or 10% of the monthly Annual Income (as defined in these policies), but never less than the Minimum Rent. If the Voucher Client pays utilities directly to the utility supplier, the amount of the Utility Allowance is deducted from the TTP. **24 CFR §5.6** See definition for Tenant Rent
56. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to ensure that physically disabled persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, **24 CFR § 8.32 (a)**.



57. Utilities - Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility **24 CFR § 965.473**
58. Utility Reimbursement - Families paying Flat rent do not receive Utility Allowances and, consequently, will never qualify for utility reimbursements.
59. Very Low-Income Family – A very low-income family has an Annual Income less than 50 percent of the median Annual Income for the area, adjusted for family size, as determined by HUD.
60. Welfare Assistance– Welfare or other payments to families or individuals based on need, that are made under programs, separately or jointly, by federal, state or local governments.
61. Work Activities – As used in the HUD definitions at **24 CFR § 5.603** the term work activities means:
  - a. Unsubsidized employment.
  - b. Subsidized private sector employment.
  - c. Subsidized public sector employment.
  - d. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available.
  - e. On-the-job training.
  - f. Job search and job readiness programs.
  - g. Community service programs.
  - h. Vocational educational training (< 12 months)
  - i. Job skills training directly related to employment.
  - j. Education directly related to employment, in the case of a recipient who has not received a high school diploma or certificate of high school equivalency.
  - k. Satisfactory attendance at a secondary school or in a course of study leading to a certificate of general equivalence.



<b>PA006000101</b>		<b>Overall Avg.</b>	
<b>Park Apartments</b>			
<b>1</b>	<b>13,768.00</b>	<b>15,590.00</b>	<b>0.88</b>
<b>Sheldon Park</b>			
<b>1</b>	<b>14,585.00</b>	<b>15,590.00</b>	<b>0.94</b>
<b>PA006000201</b>			
<b>Sharps Terrace Partnershi</b>			
<b>1</b>	<b>23,288.00</b>	<b>15,590.00</b>	<b>1.49</b>
<b>PA006000301</b>			
<b>Hays Manor</b>			
<b>1</b>	<b>8,019.00</b>	<b>15,590.00</b>	<b>0.51</b>
<b>PA006000303</b>			
<b>Groveton Village Mixed Fi</b>			
<b>1</b>	<b>19,406.49</b>	<b>15,590.00</b>	<b>1.24</b>
<b>PA006000305</b>			
<b>Hays/uansa Ext</b>			
<b>1</b>	<b>16,688.00</b>	<b>15,590.00</b>	<b>1.07</b>
<b>Uansa Village</b>			
<b>1</b>	<b>12,189.00</b>	<b>15,590.00</b>	<b>0.78</b>
<b>PA006000401</b>			
<b>Millvue Acres</b>			
<b>1</b>	<b>13,474.00</b>	<b>15,590.00</b>	<b>0.86</b>
<b>PA006000602</b>			
<b>Mapleview Terrace</b>			
<b>2</b>	<b>18,808.00</b>	<b>15,590.00</b>	<b>1.21</b>
<b>PA006000702</b>			
<b>Prospect Terrace</b>			
<b>1</b>	<b>10,872.57</b>	<b>15,590.00</b>	<b>0.70</b>
<b>PA006000801</b>			
<b>Negley Gardens</b>			
<b>1</b>	<b>12,663.00</b>	<b>15,590.00</b>	<b>0.81</b>
<b>PA006000805</b>			
<b>Pleasant Ridge- Phase I</b>			
<b>1</b>	<b>21,202.00</b>	<b>15,590.00</b>	<b>1.36</b>
<b>PA006000806</b>			
<b>Pleasant Ridge- Phase II</b>			
<b>1</b>	<b>19,979.00</b>	<b>15,590.00</b>	<b>1.28</b>
<b>PA006000807</b>			
<b>Meyers Ridge I</b>			
<b>0</b>	<b>20,378.00</b>	<b>15,590.00</b>	<b>1.31</b>
<b>PA006000808</b>			

<b>Meyers Ridge II</b>				
<b>0</b>		<b>16,570.00</b>	<b>15,590.00</b>	<b>1.06</b>
16,481.35				
<b>PA006000821</b>				
<b>Andrew Carnegie Apartment</b>				
<b>1</b>		<b>12,343.69</b>	<b>15,590.00</b>	<b>0.79</b>
	<b>12,343.69</b>			
12,343.69				
<b>PA006000822</b>				
<b>Andrew Carnegie Apartment</b>				
<b>1</b>		<b>2,145.00</b>	<b>15,590.00</b>	<b>0.14</b>
	<b>5,368.50</b>			
5,368.50				
<b>PA006000824</b>				
<b>Orchard Park</b>				
<b>1</b>		<b>19,629.00</b>	<b>15,590.00</b>	<b>1.26</b>