



Public Housing

Admissions & Continued Occupancy Policy

October 1, 2018

# PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY PLAN

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# **ADMISSIONS AND CONTINUED OCCUPANCY POLICY**

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This Admissions and Continued Occupancy Policy defines the Lake County Housing Authority's policies for the operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

## **1.0 FAIR HOUSING**

It is the policy of the Lake County Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, creed, national or ethnic origin, age, marital or familial status, handicap, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Lake County Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Lake County Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Lake County Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Lake County Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Lake County Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

## **2.0 REASONABLE ACCOMMODATION**

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Lake County Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Lake County Housing Authority will follow in determining whether it is reasonable to provide a

requested accommodation. Because disabilities are not always apparent, the Lake County Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

**For resident and/or program participants the LCHA requires an updated independent verification of your request for reasonable accommodation at annual recertification.**

## **2.1 COMMUNICATION**

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

## **2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION**

A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Lake County Housing Authority will require verification that the person is a person with a disability.

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Lake County Housing Authority will require documentation that the requested accommodation is needed due to the disability. The Lake County Housing Authority will not inquire as to the nature of the disability.

- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Lake County Housing Authority's business is housing. If the request would alter the fundamental business that the Lake County Housing Authority conducts, that would not be reasonable. For instance, the Lake County Housing Authority would deny a request to have the Lake County Housing Authority do grocery shopping for a person with disabilities.
  2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Lake County Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Lake County Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Lake County Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Lake County Housing Authority's programs and services, the Lake County Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Lake County Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Lake County Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Lake County Housing Authority will generally approve such request if it does not violate codes or affect the structural integrity of the unit, provided that the tenant agrees to restore the unit at the tenant's expense.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

**See Appendix 5 Guide to Reasonable Accommodation for Persons with Disabilities**



## **3.0 IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

### **3.0 OVERVIEW**

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

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

LEP persons are defined as persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English. For the purposes of this Admissions and Continued Occupancy Policy, LEP persons are public housing applicants and resident families, and parents and family members of applicants and resident families.

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors: (1) the number or proportion of LEP persons eligible to be served or likely to be encountered by the public housing program; (2) the frequency with which LEP persons come into contact with the program; (3) the nature and importance of the program, activity, or service provided by the program to people's lives; and (4) the resources available to the PHA and costs. Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the PHA.

### **ORAL INTERPRETATION**

The PHA will offer competent interpretation services free of charge, upon request, to the LEP person.

#### LCHA Policy

The PHA will utilize a language line for telephone interpreter services.

Where LEP persons desire, they will be permitted to use, at their own expense, an interpreter of their own choosing, in place of or as a supplement to the free language services offered by the PHA. The interpreter may be a family member or friend.

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

Where feasible and possible, according to its language assistance plan (LAP), the PHA

will train and hire bilingual staff to be available to act as interpreters and translators, will pool resources with other PHAs, and will standardize documents.

## **WRITTEN TRANSLATION**

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

### LCHA Policy

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

The PHA will provide written translations of vital documents for each eligible LEP language group that constitutes 5 percent or 1,000 persons, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally; or

If there are fewer than 50 persons in a language group that reaches the 5 percent trigger, the PHA may not translate vital written materials, but will provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of those written materials, free of cost.

## **IMPLEMENTATION PLAN**

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

If the PHA determines that it is not necessary to develop a written implementation plan, the absence of a written plan does not obviate the underlying obligation to ensure meaningful access by LEP persons to the PHA's public housing program and services.

### LCHA Policy

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

If the PHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken: (1) Identifying LEP individuals who need language assistance; (2) identifying language assistance measures; (3) training staff; (4) providing notice to LEP persons; and (5) monitoring and updating the LEP plan.

## **4.0 FAMILY OUTREACH**

When the Housing Authority's waiting list is open, the Lake County Housing Authority will publicize the availability and nature of the Public Housing Program for extremely

low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers; the Lake County Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Lake County Housing Authority will also try to utilize public service announcements.

The Lake County Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

## **5.0 RIGHT TO PRIVACY**

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information authorizes HUD and the HA to request income information for the household from specific sources listed on the form.

The Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement. Applicant or tenant information will not be released outside of HUD or the HA unless there is a signed release of information request from the applicant or tenant.

## **6.0 REQUIRED POSTINGS**

In each of its offices, the Lake County Housing Authority will either make available upon request or post, in English and in Spanish, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours
- D. Income Limits for Admission
- E. Utility Allowance Schedule

- F. Current Schedule of Routine Maintenance Charges
- G. Dwelling Lease
- H. Grievance Procedure
- I. Fair Housing Poster
- J. Equal Opportunity in Employment Poster
- K. Any current Lake County Housing Authority Notices
- L. Will have availability of Spanish speaking person for translation of all documents.

## **7.0 TAKING APPLICATIONS**

Families wishing to apply for the Public Housing Program will be required to complete a pre-application for housing assistance. Applications will be accepted during regular business hours at:

Lake County Housing Authority Main Office, 33928 N. U.S. Highway 45, Grayslake, IL 60030

Applications are taken to compile a waiting list. Due to the demand for housing in the Lake County Housing Authority's jurisdiction, the Lake County Housing Authority may take applications on an open enrollment basis, depending on the length of the waiting list.

Completed applications will be accepted for all applicants and the Lake County Housing Authority will verify the information.

Applications may be made in person or by mail. If in person, they may be made at the Lake County Housing Authority Main Office located at 33928 No. Route 45, Grayslake, IL. Monday through Friday from 8:00 AM to 4:00 PM (except for holidays). If by mail, they should be mailed to Lake County Housing Authority, 33928 No. Route 45, Grayslake, IL 60030. You may also retrieve our application on our website at [www.lakecountyha.org](http://www.lakecountyha.org).

Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Lake County Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Lake County Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is (847) 223-1270.

The application process will involve two phases. The first phase is the initial application for housing assistance or the pre-application. The pre-application requires the family to provide limited basic information establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

The Lake County Housing Authority will notify the family in writing of placement on the waiting list, as appropriate.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. All reported changes must be in writing. The Lake County Housing Authority will annotate the applicant's file and will update their place on the waiting list.

The second phase is the final determination of eligibility, referred to as the full application. The full application takes place when the family nears the top of the waiting list. The Lake County Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

## **8.0 ELIGIBILITY FOR ADMISSION**

### **8.1 INTRODUCTION**

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Lake County Housing Authority screening criteria in order to be admitted to public housing.

### **8.2 ELIGIBILITY CRITERIA**

- A. **Family status.** The term family includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status
  - 1. A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family relationship:
    - a. Children temporarily absent from the home due to placement in foster care are considered family members.

b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.

c. Children subject to a court custody order will generally be considered family members if the order gives the applicant custody 51 or more percent of the time.

**2. An elderly family**, which is:

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

**3. A disabled family**, which is:

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

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

5. A **remaining member of a tenant family**, which is an adult member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. A live-in-aide cannot become the remaining member of a tenant family.

6. A **single person** who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

7. A **near elderly family** is a family whose head (including co-head), spouse or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62.

**B. Income eligibility**

1. To be eligible for admission to developments or scattered-site units that were available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.

2. To be eligible for admission to developments or scattered-site units that became available on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income

cannot exceed 50 percent of the median income for the area.

3. Income limits apply only at admission and are not applicable for continued occupancy.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Lake County Housing Authority.
5. If the Lake County Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
6. Income limit restrictions do not apply to families transferring within our Public Housing Program.

C. Citizenship/Eligibility Status

1. To be eligible each member of the family must be a citizen, national, or a noncitizen that has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
2. Family eligibility for assistance.
  - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
  - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 13.6 for calculating rents under the noncitizen rule)
  - c. A family without any eligible members and receiving assistance on June 19, 1995 may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

Per Notice PIH 2010-3 to be eligible, all family members must provide a Social Security Number or certify that they do not have one. Verification and documentation requirements follow directives of PIH 2010-3.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
  - a. A provision authorizing HUD or the Lake County Housing Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and
  - b. A provision authorizing HUD or the Lake County Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
  - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
  - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

**8.3 SUITABILITY**

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Lake County Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development environment, other tenants, Lake County Housing Authority employees, or other people residing in the vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Lake County Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
  1. History of meeting financial obligations, especially rent;



2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other people residing in the vicinity of the property;
  3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or other people residing in the vicinity of the property or cause damage to the property;
  4. History of disturbing neighbors or destruction of property;
  5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
  6. History of abusing alcohol or substance abuse in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The Lake County Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Lake County Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse, co-head, and all adult family members;
  2. A rental history check of all adult family members;
  3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement, court records, or through a screening service. In those cases where the household member has lived outside the local jurisdiction, the Lake County Housing Authority may contact law enforcement agencies where the individual had lived. The Lake County Housing Authority may also request a check through the FBI's National Crime Information Center (NCIC) or any other agency, public or private offering background checks;
  4. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

## 8.4 GROUNDS FOR DENIAL

The Lake County Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent and/or other housing related debt such as utilities, mortgages, association dues;
- E. Have a history of living or housekeeping habits, which do not maintain (with or without assistance) their housing in a decent and safe condition, where such habits could adversely affect the health, safety, or welfare of themselves, other tenants, or Lake County Housing Authority staff or other people residing in the vicinity of the property;
- F. Have a history of criminal or unlawful activity by any household member involving crimes or offenses of physical violence against persons or property and any other criminal or unlawful activity including drug-related criminal or unlawful activity that would adversely affect the health, safety, or well-being of other tenants or staff or other people residing in the vicinity of the property or cause damage to the property;

Criminal or unlawful activity includes but is not limited to:

- 1. Crimes of violence against people (e.g., murder, battery, assault);
- 2. Crimes against property (e.g., burglary, larceny, robbery);
- 3. Crimes or offenses that impose a financial cost (e.g., vandalism, arson);
- 4. Crimes or offenses that involve disturbing the peace;
- 5. Other criminal or unlawful acts that affect the health, safety, or right of peaceful enjoyment of the premises by other residents or other people residing in the vicinity of the property;
- 6. Drug-related criminal activity involving personal use or possession for personal use of a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- 7. Drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell or distribute

a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C 802;

8. Drug-related criminal activity involving the illegal sale, distribution or possession with the intent to sell or distribute marijuana;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corrupt act in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from, or any other fraud (such as DHS, SSI, etc.);
- J. Were evicted or terminated from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted or terminated from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Lake County Housing Authority may waive this requirement if:
  1. The person demonstrates to the Lake County Housing Authority's satisfaction that the person is no longer engaging in illegal use of a controlled substance or abuse of alcohol;
  2. Has successfully completed a supervised drug or alcohol rehabilitation program;
  3. Has otherwise been rehabilitated successfully; or
  4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Lake County Housing Authority staff or residents;

- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. Was a former LCHA housing program participant who vacated the unit in violation of the lease or other program obligations. At the LCHA discretion, the applicant may be declared eligible if the lease violation is corrected, with the date and time of the application being the time of the correction of the lease violation;
- Q. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- R. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

## 8.5 OTHER PERMITTED REASONS FOR DENIAL OF ADMISSION

HUD permits, but does not require the PHA to deny admission for the reasons discussed in this section.

### **Criminal Activity [24 CFR 960.203(c)]**

The PHA is responsible for screening family behavior and suitability for tenancy. In doing so, the PHA may consider an applicant's history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety, or welfare of other tenants.

#### LCHA Policy

If any household member is currently engaged in, or has engaged in any of the following criminal activities, within the past five years, the family will be denied admission.

*Drug-related criminal activity*, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100].

*Violent criminal activity*, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100].

Criminal activity that may threaten the health, safety, or welfare of other tenants [24 CFR 960.203(c)(3)].

Criminal activity that may threaten the health or safety of PHA staff, contractors, subcontractors, or agents.

Criminal sexual conduct, including but not limited to sexual assault, incest, open and gross lewdness, or child abuse.

Evidence of such criminal activity includes, but is not limited to any record of convictions, arrests, or evictions for suspected drug-related or violent criminal activity of household members within the past 5 years. A conviction for such activity will be given more weight than an arrest or an eviction.

In making its decision to deny assistance, the PHA will consider the factors discussed in Sections 3-III.E and 3-III.F. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny assistance.

### **Previous Behavior [960.203(c) and (d) and PH Occ GB, p. 48]**

HUD authorizes the PHA to deny admission based on relevant information pertaining to the family's previous behavior and suitability for tenancy.

In the event of the receipt of unfavorable information with respect to an applicant, the PHA must consider the time, nature, and extent of the applicant's conduct (including the seriousness of the offense). As discussed in Section 3-III.F, the PHA may also need to consider whether the cause of the unfavorable information may be that the applicant is the victim of domestic violence, dating violence, sexual assault, or stalking.

#### LCHA Policy

The PHA will deny admission to an applicant family if the PHA determines that the family:

- Has a pattern of unsuitable past performance in meeting financial obligations, including rent within the past five years

- Has a pattern of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences within the past five years which may adversely affect the health, safety, or welfare of other tenants

- Has a pattern of eviction from housing or termination from residential programs within the past five years (considering relevant circumstances)

- Owes rent or other amounts to this or any other PHA or owner in connection with any assisted housing program

- Misrepresented or does not provide complete information related to eligibility, including income, award of preferences for admission, expenses, family composition or rent

- Has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program

- Has engaged in or threatened violent or abusive behavior toward PHA personnel

*Abusive or violent behavior towards PHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

*Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny admission, the PHA will consider the factors discussed in Sections 3-III.E and 3-III.F. Upon consideration of such factors, the PHA may, on a case-by-case basis, decide not to deny admission.

The PHA will consider the existence of mitigating factors, such as loss of employment or other financial difficulties, before denying admission to an applicant based on the failure to meet prior financial obligations.

## **8.6 *INFORMAL REVIEW***

- A. If the Lake County Housing Authority determines that an applicant does not meet the criteria for admission for public housing, the Lake County Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 14 calendar days of the denial. The Lake County Housing Authority will describe how to obtain the informal review, including adequate notice regarding the right to representation throughout the review process.

The informal review may be conducted by any person designated by the Lake County Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Lake County Housing Authority's decision. The Lake County Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. A participant family may request that the Lake County Housing Authority provide for an Informal Review after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Review Process above will be utilized with the exception that the participant family will have up to 30 days after receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision, to make their request.

## **9.0 MANAGING THE WAITING LIST**

### **9.1 *OPENING AND CLOSING THE WAITING LIST***

#### **Closing the Waiting List**

The PHA is permitted to close the waiting list, in whole or in part, if it has an adequate pool of families to fully lease units in all of its developments. The PHA may close the waiting list

completely, or restrict intake by preference, type of project, or by size and type of dwelling unit. [PH Occ GB, p. 31].

#### LCHA Policy

The PHA will close the waiting list when the estimated waiting period for housing applicants on the list reaches 24 months for the most current applicants. Where the PHA has particular preferences or other criteria that require a specific category of family, the PHA may elect to continue to accept applications from these applicants while closing the waiting list to others.

#### **Reopening the Waiting List**

If the waiting list has been closed, it may be reopened at any time. The PHA should publish a notice announcing the opening of the waiting list in local newspapers of general circulation, minority media, and other suitable media outlets. Such notice must comply with HUD fair housing requirements. The PHA should specify who may apply, and where and when applications will be received.

#### LCHA Policy

The PHA will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice. The notice will specify where, when, and how applications are to be received.

The PHA will give public notice by publishing the relevant information in suitable media outlets including, but not limited to:

*Daily Herald*

*Local Social Service Agencies*

*Facebook*

*LCHA Website*

## **9.2 APPLYING FOR ASSISTANCE**

Any family that wishes to reside in public housing must apply for admission to the program [24 CFR 1.4(b)(2)(ii), 24 CFR 960.202(a)(2)(iv), and PH Occupancy GB, p. 68]. HUD permits the PHA to determine the format and content of its applications, as well how such applications will be made available to interested families and how applications will be accepted by the PHA. However, the PHA must include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of the PHA's application [Notice PIH 2009-36].

#### LCHA Policy

Families may apply for the Scattered Site waiting lists on the PHA's website during open application dates and times. Completed applications must be submitted via the website. Incomplete applications will not be processed. Families may request a reasonable accommodation due to a disability, in order to fully utilize the application process.

Families may apply for the Senior/Disabled Waiting Lists waiting lists on the PHA's website Families may also obtain application forms for Senior/Disabled Waiting Lists from the PHA's office during normal business hours. Families may also request – by telephone or by mail – that an application form be sent to the family via first class mail. Completed applications must be returned to the PHA by mail or submitted in person during normal business hours. Applications must be filled out completely in order to be accepted by the PHA for processing. If an application is incomplete, the PHA will notify the family of the additional information required.

### **9.3 ORGANIZATION OF THE WAITING LIST**

Beginning 10/1/10 the LCHA will begin maintaining separate waiting lists for each of its public housing developments and one waiting list for units in scattered site AMP 4 and one waiting list for units in scattered site AMP 5 with applicant pulls from the site based lists beginning in 2011. Applicants may choose to apply for any or all of the developments for which they meet the minimum threshold requirements (See Section 8.2, 8.3, and 10.1). Applicants may add or remove development choices at any time prior to entering the final eligibility screening process except for special admissions for reasonable accommodation and/or extenuating circumstances which will be reviewed on a case by case basis. Once the applicant is contacted by the LCHA to schedule the personal interview appointment no changes in development choice(s) shall be accepted.

#### **9.3.1 SITE BASED WAITING LIST MONITORING**

As part of the Annual Plan submission to HUD, the LCHA will monitor the racial, ethnic, and disability-related composition of Households residing at each LCHA development and on each development waiting list. The purpose of this monitoring will be to assess changes in racial, ethnic, or disability related household composition at each LCHA development that may have occurred during the implementation of the site-based waiting list. In addition, at least every three years the LCHA shall contract with an independent agency specializing in fair housing, to employ independent testers or other means satisfactory to HUD, to assure that its site-based waiting lists are not being implemented in a discriminatory manner, and that no patterns or practices of discrimination exist. The LCHA shall provide the results of this review to HUD and shall take steps to remedy any problems found during the review including steps necessary to affirmatively further fair housing.

#### **9.3.2 REMEDIAL ACTION**

Based upon the above-mentioned monitoring, the LCHA will review the need to take steps to remedy any problems that surfaced during the review. These steps may include some or all of the following:

- ◆ Initiate affirmative marketing strategies
- ◆ Provide additional applicant consultation and information
- ◆ Provide additional supportive services and amenities
- ◆ Target investment and capital improvements towards a development



- ◆ Modify marketing efforts in response to assessment of occupancy patterns and the composition of the waiting lists.

#### **9.4 FAMILIES NEARING THE TOP OF THE WAITING LIST**

When a family appears to be within 2 months of being offered assistance, the family will be sent a letter requesting documentation of all waiting list preferences claimed. It is at this point in time that the family's waiting list preferences will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Lake County Housing Authority must notify the family in writing of this determination, and give the family the opportunity for an informal review.

Once all preferences have been verified the family will be scheduled for an interview to complete a full application, present Social Security Number information, citizenship/eligible immigrant information, and sign the Consent for Release of Information forms.

#### **9.5 MISSED APPOINTMENTS**

The Lake County Housing Authority will terminate the processing of the application and the application will not be returned to the waiting list for any applicant family who fails to keep a scheduled appointment in accordance with the following paragraph.

Upon request by the applicant, the Lake County Housing Authority will allow the family to reschedule appointments for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities for good cause. When a good cause exists for missing an appointment, the Lake County Housing Authority will work closely with the family to find a more suitable time. If the applicant has missed two (2) scheduled appointments within two weeks, the Lake County Housing Authority will terminate the processing of the application and the application will not be returned to the waiting list. Applicants will be offered the right to an informal review before being removed from the waiting list.

#### **9.6 PURGING THE WAITING LIST**

The Lake County Housing Authority will update and purge its waiting lists at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Lake County Housing Authority has current information. Purging also enables the Housing Authority to update the information i.e. applicant's address, family composition, income category and preferences.

Withdrawn and ineligible pre-applications will be held for no less than two (2) years from time pre-applications are classified, withdrawn or ineligible and no longer than five (5) years. All decisions regarding pre-applications classified withdrawn or ineligible are final, on or after five (5) years of the date of the classification.

## **9.7 REMOVAL OF APPLICANTS FROM THE WAITING LIST**

The Lake County Housing Authority will remove an applicant's name from the waiting list when:

- A. The applicant requests that his name be removed.
- B. The applicant fails to comply with a written request for information or a request to declare their continued interest in the program or misses scheduled appointments.
- C. The applicant does not meet either the eligibility or screening criteria for the program.
- D. Mail is returned to the Authority as undeliverable to an applicant, which was properly addressed from the Authority.
- E. The applicant provides untrue/false information on the pre-application.
- F. The applicant declines an offer of a public housing unit or Section 8 Housing Choice voucher or receives a Section 8 Housing Choice Voucher or Public Housing unit.

## **9.8 NOTIFICATION OF NEGATIVE ACTIONS**

Any applicant whose name is being removed from the waiting list (except those removed under 4.7) will be notified by the Lake County Housing Authority, in writing, that they have ten (10) business days, from the date of the written correspondence, to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Lake County Housing Authority's system of removing applicants' names from the waiting list will not violate the rights of persons with disabilities. If an applicant's failure to respond to a request for information or updates was caused by the applicant's disability, the Lake County Housing Authority will provide a reasonable accommodation. If the applicant indicates that they did not respond due to a disability, the Lake County Housing Authority will verify that there is in fact a disability and that the accommodation they are requesting is necessary based on the disability. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

## **10.0 TENANT SELECTION AND ASSIGNMENT PLAN**

### **10.1 PREFERENCES**

The Lake County Housing Authority will select families based on aggregate points of the following preferences. The date and time of application will be utilized to determine the sequence within the above-prescribed preferences.

#### ***Residency (15 Points):***

Head or Spouse lives, works or has received a bona fide offer of employment in Lake County, Illinois.

***Nursing Home (10 Points):***

Head or Spouse resides in Nursing home or similar facility and remains there due to inability to afford housing elsewhere.

***Veteran (5 Points):***

Head or Spouse is a veteran of the U.S. military service not dishonorably discharged, including the U.S. Coast Guard and Merchant Marine in service during time of war.

**Elderly Housing:** The following sites were developed with the intention of being elderly housing.

- Beach Haven Tower
- Hawley Manor
- John Kuester Manor
- Milview Manor
- Orchard Manor
- Shiloh Towers
- Warren Manor

**Accessible Units:** Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

**10.2 ASSIGNMENT OF BEDROOM SIZES**

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	2
1	1	3
2	2	5

3	3	7
4	4	9
5	5	10

These standards are based on the assumption that each sleeping space will accommodate no more than two (2) persons. Zero bedroom units will be assigned to one-person families although two people may occupy a zero bedroom unit.

In determining bedroom size, the Lake County Housing Authority will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size:

- A. Children of the same sex will share a bedroom.
- B. Children of the opposite sex, both under the age of five (5), may share a bedroom, but will not be required to.
- C. Adults and children over the age of 5 years will not be required to share a bedroom with the opposite sex.
- D. Foster—adults and children will not be required to share a bedroom with family member of the opposite sex.
- A. Live-in aides may get a separate bedroom.
- B. A family asserting a need for an additional bedroom may be required to use the living room as a sleeping area (bedroom), but no more than two persons may occupy the space. HUD policy states, “A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space.”

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Lake County Housing Authority will allow the smaller size unit so long as generally no more than two (2) people per sleeping space are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit unless the family size and/or composition changes.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Lake County Housing Authority

will allow the larger size unit if the family provides documentation of a verified medical need for the family to be housed in a larger unit.

- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30-day notice before being required to move. Families qualifying for a smaller size unit will not be required to accept the offer of a larger size unit, but instead may choose to remain on the waiting list until a unit of the appropriate size is available.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.

### ***10.3 STATUTORY AND EXCEPTION SELECTION FROM THE WAITING LIST***

1. The Lake County Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met LCHA shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, LCHA will skip higher income families on the waiting list to reach extremely low-income families.
2. If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.
3. The Authority may, as it deems appropriate, assign preference to otherwise eligible pre-applicant families based on Involuntarily Displacement. Such displacement may include but is not limited to:

Disaster declared by President or Governor

Action by Government in connection with public improvement, development or code enforcement not caused by the applicant.

Such action will be taken with administrative discretion and approval of the Authority's Board of Commissioners.

### ***10.4 DECONCENTRATION POLICY***

It is Lake 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. Although this is the general policy the LCHA will not apply rigid income mixing methods. Toward

this end, LCHA will skip families on the waiting list to reach other families with a lower or higher income. LCHA will accomplish this in a uniform and non-discriminating manner.

The Lake County Housing Authority will affirmatively market its 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, LCHA will analyze the income levels of families residing in each of its developments, the income levels of census tracts in which LCHA developments are located, and the income levels of the families on the waiting list. Based on this analysis, LCHA will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in appendix 4.

### ***10.5 DECONCENTRATION INCENTIVES***

The Lake 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.

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

### ***10.6 OFFER OF A UNIT***

When the Lake County Housing Authority discovers that a unit will become available, staff will contact the first ten (10) or more families on the waiting list who have the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal in order to verify preferences claimed by the applicants. Once preferences are verified the name at the top of the list will be provided to the Housing Manager for the next available unit.

The Lake County Housing Authority will contact the family by first class mail to make the unit offer. The family will be given five (5) calendar days from the date the letter was mailed to contact the Lake County Housing Authority regarding the offer. In order to expedite the process, the LCHA will sometimes make the first contact by telephone, so that a determination of interest in the unit may be made more quickly. When a unit is rejected on the basis of a phone contact with the family, such rejection will be documented in the applicant file.

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family

rejects the offer of the unit, the Lake County Housing Authority will send the family a letter documenting the offer and the rejection.

### **10.7 REJECTION OF UNIT**

If in making the offer to the family the Lake County Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Lake County Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects a unit (1 Unit Refusal) without good cause, the family's application will be removed from the waiting list, and they must re-apply if they wish to remain on the waiting list.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health or reasonable accommodation. If the applicant is willing to accept an offered unit but is unable to move at the time of the offer and they can show clear evidence of their inability to move, they will not lose their place on the waiting list.

The family will be offered the right to an informal review of any decision to alter their application status.

### **10.8 ACCEPTANCE OF UNIT**

When a family agrees to accept a unit, the Lake County Housing Authority will determine final eligibility for admission into the public housing program by verifying suitability, as outlined in Section 8.3. within 2 weeks of initial contact. Once suitability has been verified, the family will be required to attend a briefing. The head of household and other adult family members will meet with a LCHA staff member, who will perform the final rent calculation, review the lease and the rules and regulations, and execute the lease with the family. All adult family members must sign the lease within 2 weeks of the initial offer.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Lake County Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

All required documents will be provided, signed and placed in the file including but not limited to Lead based paint form, VAWA Act form, HUD brochure, Know Your Rights and EIV informational brochure.

### ***10.9 PAYMENT OF SECURITY DEPOSIT***

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to whichever of the following applies:

***A. Elderly Housing: \$200.00 or Total Tenant Payment, whichever is greater.***

***A. B. All Others (Family Housing): \$450.00 or Total Tenant Payment, whichever is greater.***

The security deposit may be paid in three installments of 1/3 (one-third) of the amount due with the first installment due prior to taking possession of the unit and the remaining 2 installments due on the first of the following two months. The security deposit will be held by the LCHA. Any charges to the resident for any rent owed, damages to the apartment, services for extra maintenance, or any other obligation to the Lake County Housing Authority will be deducted from the security deposit upon the resident's move out. The resident will be given a detailed statement of these charges. **The remaining balance of the security deposit shall be returned to the tenant within thirty (30) calendar days of move-out date.** Interest on the security deposit shall be paid in accordance with state law. In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

### ***10.10 SPECIAL COOPERATION WITH STATES ATTORNEYS AND/OR LAW ENFORCEMENT AGENCIES TO RELOCATE HOUSEHOLDS***

The Authority from time to time may cooperate with states attorneys and/or law enforcement agencies to relocate households eligible for rent assistance for protection of potential witnesses. Such action will be taken with administrative discretion and approval of the Authority's Board of Commissioners. An Example of such action may but not necessarily be limited to, a household whose member(s) has extended them self in the public interest which placed them in personal jeopardy.

### ***10.11 SPECIAL TRANSFERS OR RELOCATIONS BY AUTHORITY***



The Authority from time to time may need to relocate or transfer a household to and from our Section 8 or Public Housing Programs for various reasons. Such action will be taken with administrative discretion and approval of the Authority's Board of Commissioners.

## **11.0 INCOME, EXCLUSIONS FROM INCOME, AND DEDUCTIONS FROM INCOME**

To determine annual income, the Lake County Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. All household members must report income and changes to income. Once the annual income is determined, the Lake County Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

### **11.1 INCOME**

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any

withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by the HUD.

- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
  - 1. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:
    - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
    - b. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
  - 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
  - H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

## ***11.2 ANNUAL INCOME***

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
  1. Amounts received under training programs funded by HUD;
  2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  3. 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, child care, etc.) and that are made solely to allow participation in a specific program;

4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
6. Temporary, nonrecurring or sporadic income (including gifts) which is defined as happening in irregular intervals in time and isolated, as a single instance; being or occurring apart from others.
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
  - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
    - i. Is authorized by a Federal, State or local law;
    - ii. Is funded by the Federal, State or local government;

- iii. Is operated or administered by a public agency; and
  - iv. Has as its objective to assist participants in acquiring employment skills.
- b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
  - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusion #10. Additionally, this exclusion is only available to the following families:
- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
  - b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
- The Lake County Housing Authority has opted to open an escrow account for families in this category, following HUD Family Self-Sufficiency guidelines, in lieu of having a portion of their income excluded.
- c. Families who are or were, within 6 months, assisted under a State TANF program.
12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
13. 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;
14. Amounts paid by a State agency to a family with a member who has a

developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

15. Self-Employment – If a participating family is claiming income from self-employment on their Federal Income Tax Returns LCHA will use the net income reported. In order to adjust or change that income, the family must provide either a more recent Income Tax Return or a quarterly general ledger used for receipts and expenses. If they do not keep records to submit to the Internal Revenue Service, LCHA will accept an affidavit.
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
  - a. The value of the allotment of food stamps
  - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
  - c. Payments received under the Alaska Native Claims Settlement Act
  - d. Income from submarginal land of the U.S. that is held in trust for certain Indian tribes
  - e. Payments made under HHS's Low-Income Energy Assistance Program
  - f. Payments received under the Job Training Partnership Act
  - g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
  - h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
  - i. Amount of scholarships awarded under Title IV including Work Study
  - j. Payments received under the Older Americans Act of 1965
  - k. Payments from Agent Orange Settlement
  - l. Payments received under the Maine Indian Claims Act

- m. The value of childcare under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program
- p. Additional income exclusions provided by and funded by the Lake County Housing Authority

The Lake County Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

### **11.3 DEDUCTIONS FROM ANNUAL INCOME**

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. For any family that is not an elderly or disabled family but has a member (other than the head or spouse) who is a person with a disability, disability assistance expenses in excess of 3% of annual income. This allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the person with disabilities.
- D. For any elderly or disabled family:
  - 1. That has no disability assistance expenses; an allowance will be given for medical expenses paid by an applicant/participant family, which exceed 3% of annual income. The description of allowable medical expenses can be found in the department of the treasury, Internal Revenue Service Publication 502 (What Medical Expenses are Includible).;
  - 1. That has disability expenses greater than or equal to 3% of annual income, an allowance for disability assistance expenses computed in accordance with paragraph C, plus an allowance for medical expenses that equal the family's medical expenses;
  - 2. That has disability assistance expenses that are less than 3% of annual income, an allowance for combined disability assistance expenses and medical expenses that is equal to the total of these expenses less 3% of annual income.
- E. Childcare expenses.

A deduction will be allowed for child care expenses where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education, and only to the extent such amounts are not reimbursed. The amount deducted will reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted will not exceed the amount of employment income that is included in annual income. The child (ren) for whom a child care deduction is claimed must be twelve years of age or younger.

## **12.0 VERIFICATION**

The Lake County Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

### **12.1 ACCEPTABLE METHODS OF VERIFICATION**

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly from a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Lake County Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name and date of contact, amount received, etc.

When third party verification cannot be obtained, the Lake County Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the Lake County Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Lake County Housing Authority will accept a statement signed by the head, spouse or co-



head. The statement must be notarized if not signed in the presence of a LCHA staff member. Such documents will be maintained in the file.

## 12.2 TYPES OF VERIFICATION

Level	Verification Technique	Ranking
6	<b>Upfront Income Verification (UIV)</b> using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)	<b>Highest</b> (Mandatory)
5	<b>Upfront Income Verification (UIV)</b> using non-HUD system	<b>Highest</b> (Optional)
4	<b>Written third Party Verification</b>	<b>High</b> Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV reported employment and income information <b>and</b> is unable to provide acceptable documentation to support dispute)
3	<b>Written Third Party Verification Form</b>	<b>Medium-Low</b> Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation.
2	<b>Oral Third Party Verification</b>	<b>Low</b> Mandatory if written third party verification is not available
1	<b>Tenant Declaration</b>	<b>Low</b> Use as a last resort when unable to obtain any type of third party verification

### Third Party Verification Techniques

**Upfront Income Verification (UIV) (Level 6/5):** The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

**Written Third Party Verification (Level 4):** An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant),

and is commonly referred to as tenant-provided documents. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

The PHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

**Written Third Party Verification Form (Level 3):** Also, known as traditional third party verification. A standardized form to collect information from a third party source. The form is completed by the third party by hand (in writing or typeset). PHAs send the form directly to the third party source by mail, fax, or email.

**Oral Third Party Verification (Level 2):** Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family, via telephone or in-person visit. PHA staff should document in the tenant file, the date and time of the telephone call (or visit to the third party), the name of the person contacted and telephone number, along with the confirmed information.

#### **Non-Third Party Verification Technique**

**Tenant Declaration (Level 1):** The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant declaration, the PHA must document in the tenant file why third party verification was not available.

The PHA must request written third party verification under the following circumstances:

- a.** When the tenant disputes the EIV information and is unable to provide acceptable documentation to support his/her dispute (24 CFR §5.236(b));
- b.** When the PHA requires additional information that is not available in EIV and /or the tenant is unable to provide the PHA with current acceptable tenant-provided documentation. Examples of additional information, includes but is not limited to:
  - i.** Effective dates of income (i.e. employment, unemployment compensation, or social security benefits)
  - ii.** For new employment: pay rate, number of hours worked per week, pay frequency, etc.
  - iii.** Confirmation of change in circumstances (i.e. reduced hours, reduced rate of pay, temporary leave of absence, etc.)

An EIV Income Report must be obtained for each family any time the PHA conducts an annual or interim reexamination of family income and composition. The PHA is required to compare the information on the EIV report with the family-reported information. If the EIV report reveals an income source that was not reported by the tenant or a substantial difference in the reported income information, the PHA is required to take the following actions:

1. Discuss the income discrepancy with the tenant; and
2. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/ or income sources; and
3. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the PHA is required to request from the third party source, any information necessary to resolve the income discrepancy; and
4. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively; and
5. Take any other appropriate action as directed by HUD or the PHA's administrative policies.

**Note:** A substantial difference is defined as an amount equal to or greater than \$2,400, annually.

The tenant must be provided an opportunity to contest the PHA's determination of tenant rent underpayment. HUD regulations require PHAs to promptly notify tenants in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The tenant may contest the findings in accordance with the LCHA's Payback & Repayment Policy.

When there is an unsubstantial or no disparity between tenant-reported and EIV-reported income information, the PHA is required to obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, the PHA may reject any tenant-provided documentation, if the PHA deems the documentation unacceptable. The PHA may reject documentation provided by the tenant for only the following HUD-approved reasons :

1. The document is not an original; or
  2. The original document has been altered, mutilated, or is not legible; or
  3. The document appears to be a forged document (i.e. does not appear to be authentic).
- The PHA should explain to the tenant, the reason(s) the submitted documents are not acceptable and request the tenant to provide additional documentation. If at any time, the tenant is unable to provide acceptable documentation that the PHA deems necessary to complete the income determination process, the PHA is required to submit a traditional third party verification form to the third party source for completion and submission to the PHA. If the third party source does not respond to the PHA's request for information, the PHA is required to document the tenant file of its attempt to obtain third party verification and that no response to the third party verification request was received.

The exception to the third party verification of income or expense will cause the Authority to rely upon original documents provided by the household when the income or expense item would have a minimal impact upon the Total Tenant Payment. After discussion with HUD staff and review of HUD's 2001 report Quality Control for Rental Assistance Subsidies Determination Study, The Authority defines a minimal impact on TTP as a change in TTP of \$5.00 or less. The threshold for individual income and expenses translates as TTP into income of \$200 or more; assets (with imputed income) totaling \$10,000; or deductions totaling \$200 or more.

### **12.3 VERIFICATION OF CITIZENSHIP OR ELIGIBLE NONCITIZEN STATUS**

The citizenship/eligible noncitizen status of each family member regardless of age must be determined.

Prior to being admitted, or at the first reexamination, all citizens and nationals will be required to sign a declaration under penalty of perjury. They will be required to show proof of their status by such means as a Social Security card, birth certificate, military ID, or military DD 214 Form.

Prior to being admitted or at the first reexamination, all eligible noncitizens who are 62 years of age or older will be required to sign a declaration under penalty of perjury. They will also be required to show proof of age.

Prior to being admitted or at the first reexamination, all eligible noncitizens must sign a declaration of their status and a verification consent form and provide their original INS documentation. The Lake County Housing Authority will make a copy of the individual's INS documentation and place the copy in the file. The Lake County Housing Authority will also verify their status through the INS SAVE system. If the INS SAVE system cannot confirm eligibility, the Lake County Housing Authority will mail information to the INS in order that a manual check can be made of INS records.

Family members who do not claim to be citizens, nationals, or eligible noncitizens must be listed on a statement of noneligible members and the list must be signed by the head of the household.

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of noneligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent

that the family causes the delay.

If the Lake County Housing Authority determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

#### **12.4 SOCIAL SECURITY NUMBERS**

The family must provide documentation of a valid social security number (SSN) for each member of the household, with the exception of individuals who do not contend eligible immigration status. Exemptions also include, existing program participants who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

Note that an individual who previously declared to have eligible immigration status may not change his or her declaration for the purpose of avoiding compliance with the SSN disclosure and documentation requirements or penalties associated with noncompliance with these requirements. Nor may the head of household opt to remove a household member from the family composition for this purpose.

The PHA must accept the following documentation as acceptable evidence of the social security number:

- An original SSN card issued by the Social Security Administration (SSA)

- An original SSA-issued document, which contains the name and SSN of the individual

- An original document issued by a federal, state, or local government agency, which contains the name and SSN of the individual

The PHA may only reject documentation of an SSN provided by an applicant or participant if the document is not an original document or if the original document has been altered, mutilated, is illegible, or appears to be forged.

##### LCHA Policy

The PHA will explain to the applicant or participant the reasons the document is not acceptable and request that the individual obtain and submit acceptable documentation of the SSN to the PHA within 90 days.

##### LCHA Policy

The PHA will grant one additional 90-day extension if needed for reasons beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency. If the individual fails to comply with SSN disclosure and documentation requirements upon expiration of the provided time period, the PHA will terminate the individual's assistance.

When a participant requests to add a new household member who is at least 6 years of age, or who is under the age of 6 and has an SSN, the participant must provide the complete and accurate SSN assigned to each new member at the time of reexamination or recertification, in

addition to the documentation required to verify it. The PHA may not add the new household member until such documentation is provided.

When a participant requests to add a new household member who is under the age of 6 and has not been assigned an SSN, the participant must provide the SSN assigned to each new child and the required documentation within 90 calendar days of the child being added to the household. A 90-day extension will be granted if the PHA determines that the participant's failure to comply was due to unforeseen circumstances and was outside of the participant's control. During the period the PHA is awaiting documentation of the SSN, the child will be counted as part of the assisted household.

#### LCHA Policy

The PHA will grant one additional 90-day extension if needed for reasons beyond the participant's control such as delayed processing of the SSN application by the SSA, natural disaster, fire, death in the family, or other emergency.

Social security numbers must be verified only once during continuously-assisted occupancy.

#### LCHA Policy

The PHA will verify each disclosed SSN by:

Obtaining documentation from applicants and participants that is acceptable as evidence of social security numbers

Making a copy of the original documentation submitted, returning it to the individual, and retaining a copy in the file folder

Once the individual's verification status is classified as "verified," the PHA may, at its discretion, remove and destroy copies of documentation accepted as evidence of social security numbers. The retention of the EIV Summary Report or Income Report is adequate documentation of an individual's SSN.

#### LCHA Policy

Once an individual's status is classified as "verified" in HUD's EIV system, the PHA will not remove and destroy copies of documentation accepted as evidence of social security numbers.

### **12.5 TIMING OF VERIFICATION**

Verification information must be dated within 60 days of initial certification and 120 days of the reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes or an affidavit signed by the family attesting to no changes.

When an interim reexamination is conducted, the Housing Authority will verify and update all information related to family circumstances and level of assistance. (Or, the Housing Authority will only verify and update those elements reported to have changed.)

## ***12.6 FREQUENCY OF OBTAINING VERIFICATION***

For each family member, citizenship/eligible noncitizen status will be verified prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified. Subsequent verification of eligible noncitizen members may be required depending on the nature of the eligibility.

Verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination.

## ***12.7 ENTERPRISE INCOME VERIFICATION (EIV) REPORTS***

EIV reports will be maintained in the tenant file at a maximum of last three years from the effective date of the action ( annual or interim reexamination of family income) and no longer than three years from the end of the participation ( EOP ) date.

# **13.0 DETERMINATION OF TOTAL TENANT PAYMENT AND TENANT RENT**

## ***13.1 FAMILY CHOICE***

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

### **13.2 THE FORMULA METHOD**

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or

The family will pay the greater of the total tenant payment or flat rent.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

### **13.3 MINIMUM RENT**

The Lake County Housing Authority has set the minimum rent at \$50.

**See Appendix 6 Hardship Exemption for Minimum Rent**

### **13.4 THE FLAT RENT**

The Lake County Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Lake County Housing Authority determined the market value of the unit and set the rent at the market value. The 2014 Appropriations Act requires PHAs to establish flat rent at no less than 80 percent of the fair market rent (FMR). The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3).

The Lake County Housing Authority will post the flat rents at each of the developments and at the central office. The Board of Commissioners incorporates the flat rents in this policy upon approval.

### **13.5 CEILING RENT**

The Lake County Housing Authority has not set a ceiling rent for each public housing unit.



### **13.6 PRORATED RENT FOR MIXED FAMILIES**

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. The PHA must prorate the assistance provided to a mixed family. The PHA will first determine TTP as if all family members were eligible and then prorate the rent based upon the number of family members that actually are eligible. To do this, the PHA must complete the following steps:

- Step 1. Determine the total tenant payment in accordance with 24 CFR §5.628. (Annual income includes income of all family members, including any family member who has not established eligible immigration status.)
- Step 2. Family maximum rent is equal to the applicable flat rent for the unit size to be occupied by the family.
- Step 3. Subtract the total tenant payment from the family maximum rent. The result is the maximum subsidy for which the family could qualify if all members were eligible (“family maximum subsidy”).
- Step 4. Divide the family maximum subsidy by the number of persons in the family (all persons) to determine the maximum subsidy per each family member who has citizenship or eligible immigration status (“eligible family member”). The subsidy per eligible family member is the “member maximum subsidy.”
- Step 5. Multiply the member maximum subsidy by the number of family members who have citizenship or eligible immigration status (“eligible family members”). The product of this calculation is the “eligible subsidy.”
- Step 6. The mixed family TTP is the maximum rent minus the amount of the eligible subsidy.
- Step 7. Subtract any applicable utility allowance from the mixed family TTP. The result of this calculation is the mixed family tenant rent.

When the mixed family’s TTP is greater than the maximum rent, the PHA must use the TTP as the mixed family TTP. . Note: A warning message will appear when the family’s TTP is entered into field 10p of PIC. This warning message is a workaround for purposes of implementing this provision.

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### **13.7 UTILITY ALLOWANCE**

The Lake County Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a

reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Lake County Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rates change by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month to the Lake County Housing Authority. The family must pay the actual cost of all utilities for which they are responsible under the lease, regardless of whether the actual cost is higher or lower than the utility allowance used.

Utility allowance revisions shall become effective at each family's next annual reexamination.

### **13.8 PAYING RENT**

Rent and other charges are due and payable on the first day of the month. All rents should be paid at either the Lake County Housing Authority Main Office, 33928 No. Route 45, Grayslake, IL 60030, mailed to same address, or placed in the night deposit box at the same address. Rent payment may be accepted outside of regular business hours, or at other locations, whether on or off Lake County Housing Authority property. Reasonable accommodations for this requirement will be made for persons with disabilities. No LCHA staff member shall accept a resident's rent payment unless the staff member is authorized to collect rent. As a safety measure, no cash shall be accepted as a rent payment at any location. Rent should be paid by personal check, cashier's check or money order.

If the rent is not paid by the fifth (5th) **day** of the month, a late fee of \$15 and a fourteen-day (14) Notice will be issued to the tenant. If the tenant does not pay the total of rent plus late fee by the end of the fourteen-day (14) Notice, we may send to an attorney for eviction and the tenant will be charged for the attorney fees.

If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and the tenant will incur a \$15 late fee in addition to a \$12 bank processing charge, according to the schedule of Tenant Charges. Any resident who has a second check returned for insufficient funds will no longer be allowed to pay rent by personal check.

If a resident makes a payment on their payback or rent and the check is returned for insufficient funds, we notify the resident that:

1. The check received was returned for insufficient funds;

2. The amount of the payment has been added to their account;
3. An \$11 processing fee is added to their account and;
4. After two (2) returned checks, personal checks will no longer be accepted. Future payments must be in the form of a money order or cashier's check. Further personal checks will be accepted after two (2) returned checks; thereafter payments must be in the form of money order or cashier's check.

## ***14.0 CONTINUED OCCUPANCY AND COMMUNITY SERVICE***

### ***14.1 GENERAL***

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program unless they are exempt from this requirement

### ***14.2 EXEMPTIONS***

The following adult family members of tenant families are exempt from this requirement.

- A. Family members who are 62 or older
- B. Family members who are blind or disabled
- C. Family members who are the primary care giver for someone who is blind or disabled
- D. Family members engaged in work activity
- E. Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- F. Family members receiving assistance under a State program funded under part A title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program

### ***14.3 NOTIFICATION OF THE REQUIREMENT***

The Lake County Housing Authority shall identify all adult family members who are apparently not exempt from the community service requirement.

The Lake County Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from

the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Lake County Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 10/1/99. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

#### **14.4 COMMUNITY SERVICE**

**Community Service** – volunteer work, which includes, but is not limited to:

Work at a local institution, including but not limited to: school, child care center, hospital, hospice, recreation center, senior center, adult day care center, homeless shelter, indigent feeding program, cooperative food bank, etc.

Work with a nonprofit organization such as: Parks and Recreation, United Way, Red Cross, Volunteers of America, Boy Scouts, Girl Scouts, Boys or Girls Clubs, 4-H Program, PAL, Garden Center, community clean-up programs, beautification programs, other counseling, aid, youth or senior organizations

Helping neighborhood groups with special projects

Serving as an officer in a resident organization

Serving on the Resident Advisory Board

Caring for children of other residents so they may volunteer (Subject to disclaimer agreement signed by the child's parent or guardian and the child's caregiver)

**NOTE:** Political activity is excluded, thus it is not eligible community service for the purpose of this policy.

**Self-Sufficiency Activities** – activities that include, but are not limited to:

Job readiness programs

Job training programs

GED classes

Substance abuse or mental health counseling

English proficiency or literacy (reading) classes

Apprenticeships

Budgeting and credit counseling

Any kind of class that helps a person toward economic independence

Student status at any school, college or vocation school

#### **14.5 THE PROCESS**

At the first annual reexamination on or after October 1, 1999, and each annual reexamination thereafter, the Lake County Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the Lake County Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

**14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

The Lake County Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

**14.7 OPPORTUNITY FOR CURE**

The Lake County Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Lake County Housing Authority shall take action to terminate the lease.

## **15.0 RECERTIFICATIONS**

At least annually, the Lake County Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

### **15.1 GENERAL**

The Lake County Housing Authority will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Lake County Housing Authority will determine whether family composition may require a transfer to a different size unit (by number of bedrooms), and if so, the family's name will be placed on the transfer list.

### **15.2 MISSED APPOINTMENTS**

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Lake County Housing Authority taking eviction actions against the family.

### **15.3 FLAT RENTS**

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and

having their rent based on the formula amount.

- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
  - 1. The family's income has decreased.
  - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Lake County Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Lake County Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Lake County Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Lake County Housing Authority representative, they may make the selection on the form and return the form to the Lake County Housing Authority. In such case, the Lake County Housing Authority will cancel the appointment.

#### **15.4 THE FORMULA METHOD**

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed

to the sources that will verify the family circumstances.

Upon receipt of verification, the Lake County Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or

The family will pay the greater of the total tenant payment or flat rent.

### **15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS**

The new rent will generally be effective upon the anniversary date with thirty (30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. The family will have a criminal background check at each annual Recertification

### **15.6 INTERIM REEXAMINATIONS**

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families are required to report any increase or decrease in income or in allowable expenses between annual reexaminations. All household members must report income and changes to income. These changes will trigger an interim reexamination.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. Family break-up

In circumstances of a family break-up, the Lake County Housing Authority will make a determination of which family member will retain the unit, taking into consideration the following factors:



1. The interest of minor children or of ill, elderly, or disabled family members.
  1. Whether the assistance should remain with the family members remaining in the unit.
  2. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.
- D. Any increase or decrease in income or in allowable expenses between annual reexaminations.

If a court determines the disposition of property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the Lake County Housing Authority will be bound by the court's determination of which family members continue to receive assistance in the program.

Because of the number of possible different circumstances in which a determination will have to be made, the Lake County Housing Authority will make determinations on a case-by-case basis.

The Lake County Housing Authority will issue a determination within 10 business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 16.3.

In order to add a household member other than through court's determination, birth or adoption (including a live-in aide) the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security Number if they have one, and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. The Lake County Housing Authority will determine the eligibility of the individual before allowing them to be added to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, the Lake County Housing Authority will grant approval to add their name to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 14.2.2.

In approving a live-in-aide the Lake County Housing Authority will follow the fact sheet and guidance "Live-In Aides and the Housing Choice Voucher Program Fact Sheet" as written in 2003 by the Technical Assistance Collaborative, Inc. under contract by the

U.S. Department of Housing and Urban Development. Note that pre-existing members of households are not barred from eligibility as live-in aides solely because of their status as a pre-existing household member of the household.

Families are required to report all changes in income, including an increase or a decrease in income, an increase in allowable expenses, or other changes in family circumstances. All household members must report income and changes to income. Upon such request, the Lake County Housing Authority will take timely action to process the interim reexamination and recalculate the family share.

### **15.7 SPECIAL REEXAMINATIONS**

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Lake County Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

As the family's income is based on what they are anticipated to earn annually, no adjustment will be made for lack of child support payments unless at least three months have elapsed since receiving the last payment. If participating family indicates they are not receiving the court ordered child support they must pursue enforcement through the court system before the child support income will be removed for rent calculation purposes.

During an interim reexamination only the information affected by the changes being reported will be reviewed and verified.

Families are required to report the following changes to the Lake County Housing Authority between regular reexaminations. These changes will trigger an interim reexamination.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. Family break-up
- D. Any increase or decrease in income or in allowable expenses between annual reexaminations.

## **15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS**

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after *LCHA was notified in writing*.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after LCHA was notified in writing.  
payment.

## **16.0 UNIT TRANSFERS**

### **16.1 OBJECTIVES OF THE TRANSFER POLICY**

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Lake County Housing Authority's deconcentration goal.
- G. To eliminate vacancy loss and other expense due to unnecessary transfers.
- H. Other reasons based on family need approved by Lake County Housing Authority such as but limited to location of employment, medical provider, or educational institution.

### **16.2 TRANSFER REQUESTS**

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Lake County Housing Authority may request a meeting with

the tenant to better understand the need for transfer and to explore possible alternatives. The Lake County Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within fourteen (14) calendar days of receipt of the request to schedule a meeting.

The Lake County Housing Authority will grant or deny the transfer request in writing within fourteen (14) calendar days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

### **16.3 CATEGORIES OF TRANSFERS**

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Lake County Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Lake County Housing Authority when a transfer is the only or best way of solving a serious problem. The transfer requests will be considered after completing initial 12 months tenancy in the unit.

Category 4: Violence Against Women Act (VAWA) transfers. These transfers are made in situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, LCHA may, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing tenant to a different unit in order to reduce the level of risk to the individual. (See Section 16.9 for additional requirements).

### **16.4 DOCUMENTATION**

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

## **16.5 PROCESSING TRANSFERS**

Families on the transfer waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category 1 and 2 will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category 1 will be housed ahead of transfers in category 2.

Transfers in category 3 will be housed along with applicants for admission at a ratio of one transfer for every three admissions.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) business days of being informed the unit is ready to rent. The family will be allowed seven (7) calendar days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Lake County Housing Authority and the family rejects two offers without good cause, the Lake County Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Lake County Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

## **16.6 COST OF THE FAMILY'S MOVE**

The cost of the transfer generally will be borne by the family in the following

circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit in which the family resides (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Lake County Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Lake County Housing Authority has caused the unit to be unsafe or uninhabitable.

The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

#### **16.7 TENANTS IN GOOD STANDING**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Lake County Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

#### **16.8 RIGHT OF THE LAKE COUNTY HOUSING AUTHORITY IN TRANSFER POLICY**

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

#### **16.9 Violence Against Women Act (VAWA) requirements.**

LCHA is further notifying tenants of the following additional requirements regarding requests for emergency transfers that are the result of domestic violence, dating violence, or stalking:

- A. Tenant initiated emergency transfers that are the result of domestic violence, dating violence, or stalking will only be approved if they are accompanied by documentation acceptable to LCHA substantiating the domestic violence, dating violence, or stalking.
- B. Whenever a tenant is granted an emergency transfer that is the result of domestic violence, dating violence, or stalking, the perpetrator of such violence or stalking will be automatically barred from the tenant's previous residence, the tenant's new residence, and all of the tenant's subsequent residences pursuant to the LCHA No Trespass/Barring Procedure.
- C. A tenant who is granted an emergency transfer that is the result of domestic violence, dating violence, or stalking who subsequently allows a barred perpetrator of such violence or stalking onto the property in violation of the LCHA No Trespass/Barring Procedure will be in violation of his/her lease and subject to possible eviction.

LCHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. The decision to grant or refuse to grant a transfer shall lie within the sole discretion of LCHA, and this Policy does not create any right on the part of any applicant to be granted a transfer.

## **17.0 INSPECTIONS**

An authorized representative of the Lake County Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. LCHA maintenance or inspection staff shall have approval to enter a unit once a request has been submitted by the tenant for items to be repaired. The LCHA staff that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit. A written statement of the condition of the premises will be made, along with all equipment provided. Both parties will sign the statement with a copy retained in the Lake County Housing Authority file and a copy given to the family member. An authorized Lake County Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under Lease Agreement. The resident's security deposit can be used to offset any damages to the unit that the Lake County Housing Authority determines are beyond normal wear and tear.

### **17.1 MOVE-IN INSPECTIONS**

The Lake County Housing Authority and an adult member of the family will inspect the unit within one week following the tenant's scheduled move into the unit. Both parties

will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

### **17.2 ANNUAL INSPECTIONS**

The Lake County Housing Authority will inspect each public housing unit annually to ensure that each unit meets the Lake County Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

### **17.3 PREVENTATIVE MAINTENANCE INSPECTIONS**

These inspections are conducted on a regular and ongoing basis. The inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the drains, smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment. Every dwelling unit will be required to have at least one approved carbon monoxide alarm in an operating condition within 15 feet of every room used for sleeping purposes. Alarms can be battery powered, plug-in with battery back-up or wired into the AC power line with a secondary battery back-up. The alarm can be combined with smoke detecting devices if the combined unit complies with specific standards and the alarm differentiates the hazard.

Certain residential units are exempt from the requirement. Those units in a building that (a) do not rely on combustion of fossil fuel for cooking, heating, ventilation or water heating; (b) are not connected to a garage. If there is a questionable source or risk of receiving carbon monoxide from that source, the local building department must determine and issue an exemption

### **17.4 SPECIAL INSPECTIONS**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Lake County Housing Authority.

### **17.5 HOUSEKEEPING INSPECTIONS**

Generally, at the time of annual reexamination, or at other times as necessary, the Lake County Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

### **17.6 NOTICE OF INSPECTION ERROR! BOOKMARK NOT DEFINED.**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Lake County Housing Authority will give the tenant at least two (2) days written notice.



### ***17.7 EMERGENCY INSPECTIONS ERROR! BOOKMARK NOT DEFINED.***

If any employee and/or agent of the Lake County Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

### ***17.8 PRE-MOVE-OUT INSPECTIONS***

When a tenant gives notice that they intend to move, the Lake County Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Lake County Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Lake County Housing Authority to ready units more quickly for the future occupants.

### ***17.9 MOVE-OUT INSPECTIONS***

The Lake County Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## **18.0 WEAPONS**

All residents must notify the Lake County Housing Authority within 10 days if they or any member of the tenant household owns or possesses a gun, rifle, or firearm (whether or not it requires a permit or registration), or any other weapon, including but not limited to BB guns, pellet guns, hunting knives, and bow and arrows.

A resident who owns or possesses a firearm or weapon must provide the Lake County Housing Authority with a copy of the applicable permit or registration as required by State or Federal Law for any weapon or firearm kept on the premises.

Firearms stored on the premises must either be kept in a locked gun cabinet supplied by the resident, or they must have a safety lock and be stored in the locked position at all times.

Residents must not display or use, or allow members of the resident household, visitors, or guests to display or use any firearms, BB guns, pellet guns, hunting knives, bow and arrows, or any other weapon in a manner that endangers life or property.

All residents must notify the Lake County Housing Authority immediately if they or any member of the tenant household owns or possesses a gun, rifle, or firearm (whether or not

it requires a permit or registration), or any other weapon, including but not limited to BB guns, pellet guns, hunting knives, and bow and arrows. Slingshots, paint ball toys, and swords are prohibited from any LCHA owned premise.

**Failure to adhere to the weapon policy may result in termination of lease and eviction.**

## **19.0 REPAYMENT AGREEMENTS PAYMENTS PAID WITH NSF CHECKS**

If a resident makes a payment on their payback and the check is returned for insufficient funds, we notify the resident that:

1. The check received was returned for insufficient funds;
2. The amount of the payment has been added to their account;
3. An \$11 processing fee is added to their account and;
4. After two (2) returned checks, personal checks will no longer be accepted. Future payments must be in the form of a money order or cashier's check. Further personal checks will be accepted after two (2) returned checks; thereafter payments must be in the form of money order or cashier's check.

## **20.0 TERMINATION**

### ***20.1 TERMINATION BY TENANT***

The tenant may terminate the lease at any time upon submitting a thirty (30) day written notice. If the tenant vacates prior to the end of the one month period, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

Tenants who don't give the 30-day notice will forfeit their Security Deposit. Tenants that have utilities payments will also forfeit the utilities payments for the month

### ***20.2 TERMINATION BY THE HOUSING AUTHORITY***

The Lake County Housing Authority after 10/1/2000 will not renew (or will terminate) the lease of any family that is not in compliance with the community service requirement or an approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The *Violence Against Women Act and Department of Justice Reauthorization Act of 2005 (VAWA)* informs Public Housing Agencies (PHAs) of the passage of the Violence Against Women Act and Department of Justice Reauthorization Act of 2005 (VAWA). Among many other things of significance to PHAs, VAWA prohibits the eviction of, and removal of assistance from, certain persons living in public or Section 8-assisted housing if the asserted grounds for such action is an instance of domestic violence, dating

violence, sexual assault, or stalking, as those terms are defined in Section 3 of the United States Housing Act of 1937 as amended by VAWA (42 U.S.C. 13925).

The Authority will review and update its policies based on HUD developing regulations and guidance regarding the requirements of this law.

The Lake County Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments (four (4) times in a 12 month period);
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses); additionally the public housing unit must be the participant's sole residence as having an additional lease and/or residence construes dual residency as prohibited by the Department of Housing and Urban Development;
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts. As the Authority reserves the right to ban individuals from property owned by the Housing Authority, participants may be terminated if banned individuals are found on the premises of their rental unit or in the common areas as a guest of the participant;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Lake County Housing Authority. In the event that criminal activity is found to be domestic violence, the Authority may seek to terminate the tenancy of an individual family member and may require the remaining family member(s) to secure and maintain in force an order of protection as a condition of continued occupancy; any reported criminal activity by the resident, law enforcement, media, screening service, or citizen may prompt a criminal background check be conducted on a participant.

- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior written approval of the Housing Authority;
- M. Other good cause; and
- N. Alcohol or substance abuse that interferes with the health, safety and right to peaceful enjoyment of the premises of all Public Housing units for all residents and for surrounding neighbors.

No resident or family member residing in a Public Housing unit or guest of the family of a Public Housing unit shall abuse alcohol or other substances to the extent that it interferes with the health, safety and right to peaceful enjoyment of the premises of all Public Housing units for all residents and for surrounding neighbors. If any resident, family member or guest is reported to abuse alcohol or other substances to the extent it has affected residents or employees, the Authority will consider the following:

Any police involvement

Actual threats or acts of violence, whether physical upon others or to the safety of the premises

Repeated complaints of loud noise

The frequency of complaints

The time of day of the complaints

The extent alcohol or other substances may have played in such complaints

All evidence will be gathered, but not limited to, police reports, arrests, written complaints from residents and neighbors. The Authority will issue written notice to the offender that such complaints have been made, and offer the opportunity to respond in writing. Extreme or repeated complaints may result in the eviction of the family from the Public Housing program.

The Lake County Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

**NOTE: Any lease termination initiated by the Lake County Housing Authority on the basis of criminal activity by a member of the household will NOT offer the opportunity to access the LCHA Grievance Procedures. Due process rights will be afforded to the tenant entirely through the state court system.**

### **20.3 RETURN OF SECURITY DEPOSIT**

After a family moves out, the Lake County Housing Authority will return the security deposit within thirty (30) calendar days or give the family a written statement of why all or part of the security deposit is being kept. Families who fail to give a 30-day notice before moving out shall forfeit the entire Security Deposit. Also, families that have outstanding utilities payments will forfeit the utilities payments for the month. The rental unit must be restored to the same condition as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Lake County Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within thirty (30) days.

## **21.0 INFORMAL HEARING AND FORMAL GRIEVANCE PROCEDURES FOR RESIDENTS**

### **21.1 RIGHT TO A GRIEVANCE HEARING**

Upon the filing of a written request as provided in these procedures, a Resident will be entitled to a hearing before a hearing officer.

### **21.2 DEFINITIONS**

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. "Grievance" will mean any dispute, which a Resident may have with respect to Authority action or failure to act in accordance with the individual Resident's lease, or Authority regulations that adversely affect the individual Resident's rights, duties, welfare or status. Grievance does not include any dispute a Resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other Residents or employees of the Authority, or any drug-related criminal activity on or near such premises. Nor will this process apply to disputes between Residents not involving the Lake County Housing Authority or to class grievances.
- B. "Complainant" will mean any Resident whose grievance is presented to the Authority or at the development management office in accordance with Sections 3 and 4 of this policy.
- C. "Elements of due process" will mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

1. Adequate notice to the Resident of the grounds for terminating the tenancy and/or eviction;
  2. Right of the Resident to be represented by counsel;
  3. Opportunity for the Resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Resident may have;
  4. A decision on the merits.
- D. "Hearing Officer" will mean a person selected in accordance with C(2) of these procedures to hear grievances and render a decision with respect to such grievance.
- E. "Resident" will mean the adult person (or persons) other than a live-in aide:
1. Who resides in the premises, and who executed the lease with the Authority as lessee of the premises, or, if no such person now resides in the premises,
  2. Who resides in the premises, and who is the remaining head of household of the Resident family residing in the premises.
- F. "Resident organization" includes a resident council or resident management corporation.

### **21.3 PROCEDURES PRIOR TO A HEARING**

Informal settlement of grievance. Any grievance will be promptly and personally presented, verbally or in writing, to the Authority office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion will be prepared within fourteen (14) calendar days and one copy will be given to the Resident and one retained in the Authority's Resident file. The summary will specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing under these procedures may be obtained if the Resident is not satisfied.

### **21.4 PROCEDURES TO OBTAIN A HEARING**

- A. Request for hearing. The Resident will submit a written request for a hearing to the Authority within fourteen (14) calendar days from the date of the mailing of

the summary of the discussion pursuant to Section C. The written request will specify:

1. The reasons for the grievance; and
  2. The action or relief sought.
- B. Selection of Hearing Officer. A grievance hearing will be conducted by an impartial person appointed by the Authority other than a person who made or approved the Authority action under review or a subordinate of such person.
- C. Failure to request a hearing. If the Resident does not request a hearing in accordance with this Section, or fails to appear at a scheduled hearing, then the Authority's disposition of the grievance under "E. Decision of the hearing officer" will become final: Provided, that failure to request a hearing does not constitute a waiver by the Resident of the right thereafter to contest the Authority's action in disposing of the complaint in an appropriate judicial proceeding.
- D. Escrow deposit. Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Authority claims is due, the Resident will pay to the Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place (this includes retro-rent). The Resident will thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Authority until the complaint is resolved by decision of the hearing officer. Amounts deposited into the escrow account will not be considered as acceptance of money for rent during the period in which the grievance is pending. The Authority in extenuating circumstances may waive these requirements. Unless so waived, the failure to make such payments will result in a termination of the grievance procedure: Provided, that failure to make payment will not constitute a waiver of any right the Resident may have to contest the Authority's disposition of his grievance in any appropriate judicial proceeding.
- E. Scheduling of hearings. Upon the Resident's compliance with this Section the hearing officer will promptly schedule a hearing for a time and place reasonably convenient to both the Resident and the Authority. A written notification specifying the time, place and the procedures governing the hearing will be delivered to the Resident and the appropriate Authority official.

## **21.5 PROCEDURES GOVERNING THE HEARING**

- A. The Resident will be afforded a fair hearing, which will include:
1. The opportunity to examine before the grievance hearing any Authority documents and must allow the Authority to examine any of the resident's documents, including records and regulations, that are directly relevant to the

hearing. The Resident will be provided a copy of any such document at the Resident's expense. If the Authority does not make the document available for examination upon request by the Resident, the Authority may not rely on such document at the grievance hearing.

2. The right to be represented by counsel or other person chosen as the Resident's representative and to have such person make statements on the Resident's behalf;
  3. The right to a private hearing unless the Resident requests a public hearing;
  4. The right to present evidence and arguments in support of the Resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Authority or development management relies; and
  5. A decision based solely and exclusively upon the facts presented at the hearing.
- B. The Hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.
- A. If the complainant or Authority fails to appear at the scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period of time not to exceed five (5) business days or make a determination that the party has waived his or her right to a hearing.

The hearing officer shall notify both the complainant and the Authority of the determination

The determination that the complainant has waived his or her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Authority's disposition of the grievance in any appropriate judicial proceedings.

- D. Accommodation of persons with disabilities.
1. The Authority will provide reasonable accommodations for persons with disabilities to participate in the hearing.

## **21.6 DECISION OF THE HEARING OFFICER**

- A. The hearing officer will prepare a written decision, together with the reasons therefore, within fourteen (14) calendar days after the hearing. A copy of the



decision will be sent to the Resident and the Authority. The Authority will retain a copy of the decision, in the Resident's folder.

- B. The decision of the hearing officer will be binding on the Authority which will take all actions, or refrain from any actions, necessary to carry out the decision unless the Authority's Board of Commissioners determines within thirty (30) calendar days, and promptly notifies the complainant of its determination, that:
1. The grievance does not concern Authority action or failure to act in accordance with or involving the Resident's lease or Authority regulations, which adversely affect the Resident's rights, duties, welfare or status;
  2. The decision of the hearing officer is contrary to applicable Federal, State, or Local law, Authority regulations or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.
  3. A decision by the hearing officer or Board of Commissioners in favor of the Authority or which denies the relief requested by the Resident in whole or in part will not constitute a waiver of, nor affect in any manner whatsoever, any rights the Resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

## **21.7 VALID STATE ID FOR HEARINGS AND REVIEWS**

All adult witnesses and people in the meetings must provide the Authority with valid state ID, which will be copied and placed in the meeting file. The Authority may refuse entry to any person that does not have a valid state ID. This policy is for identification of adult witnesses and meeting members

## APPENDIX 1.0

### Pet Policy

The Lake County Housing Authority will allow for pet ownership in all its Public Housing developments assisted under the United States Housing Act of 1937.

#### ***A1.1 INTRODUCTION***

The Lake County Housing Authority establishes these rules along with the regulations promulgated pursuant to that law by the Department of Housing and Urban Development. In accordance with that law and those regulations, the Lake County Housing Authority has issued these rules in light of its role in providing a decent, safe and sanitary living environment for existing and prospective tenants and in protecting and preserving the physical condition of the project and the financial interest of the project owner.

All pet owners or residents wishing to own a pet shall be required to complete a Pet Application in the form prescribed by the Housing Authority. It may limit the number and type of pets a household is allowed based on the size of the unit, the activity level needed by the pet and the exercise that the resident will provide the pet. ***No dog of the AKC breeds Staffordshire, Bull Terrier and American Staffordshire Terrier, or any other breed or mixed breed commonly known as "pit bull" shall be permitted.***

#### ***A1.2 PETS PERMITTED***

Only common domesticated household pets may be maintained on Authority property. These are dogs, cats, ferrets, gerbils, guinea pigs, hamsters, rabbits, fish, turtles and caged birds. Reptiles are prohibited. Cats may not weigh more than 15 pounds. Dogs may not weigh more than 35 pounds and/or stand 24 inches from the ground to the top of the head. The capacity of aquariums shall not exceed 20 gallons. There is a limit of only one dog or one cat per household in senior complexes and scattered site housing. Dogs and cats are prohibited at Marion Jones Townhomes.

#### ***A1.3 APPLICATION***

***Pet Applications must be completed as part of the admissions process or prior to an existing resident's acquisition of a pet. The Application must be renewed at the pet owners annual recertification and evidence of current licensure presented.*** The Authority will only allow pets upon the approval of the Application. At admission the Application must be accompanied by appropriate proof that the pet is licensed if so required by the municipality in which the unit is located and that the animal has received inoculations for rabies and other communicable diseases. A photograph of each pet must be provided to the Authority. Residents wishing to become pet owners may receive conditional approval of an Application provided they agree to submit the same inoculation documentation and a photograph after the pet joins the household. The Application must provide for at least one affidavit of agreement signed by someone other than a household

member to care for the pet in the event that illness or other circumstance prevents the owner from providing appropriate levels of care. The Application will also require consent of the owner to allow the Authority to place the pet in the care of a veterinarian or reputable pet care agency should the Authority be unable to contact the alternate caregiver within 24 hours or the alternate caregiver refuses assistance. Such action would be taken at the expense of the owner. Residents who are not current on their rent or any repayment agreement may not apply for pet ownership.

#### ***A1.4 DEPOSIT AND CHARGES***

A total pet deposit of \$300 will be required with the submission of the Application for family developments. Buildings that houses elderly residents where the pet deposit will be equal to the household's security deposit but not to exceed \$300 will not have a non-refundable nominal fee. The deposit will be returned when the household vacates the unit unless its use is necessary to cure problems created directly or indirectly by pet ownership. The Authority may recover costs it incurs that are associated with its obtaining appropriate care for the pet in the event the owner is incapacitated and the alternate caregiver is unavailable or refuses assistance. The Authority shall charge an amount equal to its cost for an hour's labor for removing pet waste beginning with the onset of each hour of labor.

#### ***A1.5 RESTRICTIONS***

1. Pet owners or alternate caregivers shall be responsible for the removal of all pet waste. All dog waste outdoors shall be scooped and properly disposed of and cat litter will be securely bagged before depositing it in garbage containers. Cages and aquariums shall be regularly cleaned and maintained in a manner that does not cause offensive odor.
2. Dogs and cats shall be restrained by leash or harness and under human control whenever they are outside the unit, indoors or outdoors.
3. Dogs and cats must wear collars at all times with appropriate licensure and valid rabies tag displayed.
4. Pets conventionally housed in cages, terrariums or aquaria shall be so housed.
5. Dogs, cats and rabbits shall be neutered before they reach six months of age and documentation to that effect provided the Authority.
6. Pets must be under control at all times. Pet owners are responsible for the behavior of their animals at all times. Pets shall not be allowed to disturb the right of other resident's or neighbor's peaceful enjoyment of the premises due to noise, odor, threatening or physically harming behavior, vermin or parasites.
7. Pets are not allowed in any common area of a building except for egress or ingress to and from the closest entrance to the pet owner's unit.

8. No animal found to be dangerous or deemed to be vicious shall be permitted on Authority property.

9. Pet owners and other residents are responsible for visiting pets, which are subject to the same restrictions recited in this policy.

10. Pet owners shall indemnify the Authority and hold it harmless against loss or liability of any kind arising from their pets.

11. Cases of inappropriate care, abuse or abandonment shall be referred for investigation to animal control authorities or the Humane Society and the owner shall hold harmless the Authority for such referrals made in good faith.

#### ***A1.6 EXEMPTIONS***

Assistance animals for persons with disabilities are exempt of all pet policy provisions. In addition, the Authority shall, as a reasonable accommodation, waive elements of the Pet Policy for persons with disabilities. Nothing herein shall hinder full access to units and common areas by persons with disabilities who utilize assistance animals. Certification of need by a knowledgeable practitioner must be provided in order for the reasonable accommodation to be granted.

#### ***A1.7 ENFORCEMENT***

Any resident or employee of the Housing Authority observing a violation of the Pet Policy will prompt written notice of the violation and may be grounds for termination of pet ownership and/or termination of the lease agreement. Termination of the lease agreement shall be given when a pet bites, scratches, or inflicts other bodily harm to any Housing Authority personnel, resident, or other persons in the community. Such a violation shall require the pet owner to immediately remove the pet from the Housing Authority premises until a resolution is made between the Authority and Pet Owner. Major violations in addition to pet causing injury, such as failure to maintain up-to-date licensure and inoculations, failure to neuter and an accumulation of minor violations shall be cause for the authority to terminate tenancy. Such termination shall be subject to the Authority's Grievance Policy.

## APPENDIX 2

### GLOSSARY

**50058 Form:** The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

**1937 Housing Act:** The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

**Adjusted Annual Income:** The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Allowances:** Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age.

**Annual Contributions Contract (ACC):** The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

**Annual Income:** All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

**Applicant (applicant family):** A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

**Assets:** The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Ceiling Rent:** Maximum rent allowed for some units in public housing projects.

**Certification:** The examination of a household's income, allowable expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

**Child:** For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

**Childcare Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Consent Form:** Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

**Decent, Safe, and Sanitary:** Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

**Department:** The Department of Housing and Urban Development. (24 CFR 5.100)

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

**Dependent Allowance:** An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

**Disability Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

**Disability Assistance Expense Allowance:** In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."

**Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

**Displaced Person:** A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (1937 Housing Act)

**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

**Elderly Family Allowance:** For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

**Elderly Person:** A person who is at least 62 years of age. (1937 Housing Act)

**Extremely low-income families:** Those families whose incomes do not exceed 30% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family** includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A disabled family;
- D. A displaced family;
- E. The remaining member of a tenant family; and
- F. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Family Self-Sufficiency Program (FSS Program):** The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

**Flat Rent:** A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit. Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

**Formula Method:** A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

**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. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

**Household Members:** All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.



**Imputed Income:** For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

**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, baby sitting provided on a regular basis).

**Interim (examination):** A reexamination of a family income, expenses, and household composition conducted between the regular annual recertifications when a change in a household's circumstances warrants such a reexamination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))
- D. A live in aide is not eligible to remain in a unit as the remaining member of a tenant household.

Note that pre-existing members of households are not barred from eligibility as live-in aides solely because of their status as a pre-existing household member of the household.

**Low-Income Families:** Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80% of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes. (1937Act)

**Medical Expenses:** Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, which are anticipated during the period for which annual income is computed and that, are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for a service animals, transportation for medical purposes.

**Mixed Family:** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

**Monthly Adjusted Income:** One twelfth of adjusted income. (24 CFR 5.603(d))

**Monthly Income:** One twelfth of annual income. (24 CFR 5.603(d))

**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. (24 CFR 5.504(b))

**Net Family Assets:**

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

**Non-Citizen:** A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

**Occupancy Standards:** The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

**Person with Disabilities:** A person who:

- A. Has a disability as defined in Section 223 of the Social Security Act, which states:  
  
"Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
1. Is expected to be of long-continued and indefinite duration;
  2. Substantially impedes his or her ability to live independently; and
  3. Is of such a nature that such ability could be improved by more suitable housing conditions, or
- C. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states:

"Severe chronic disability that:

1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
2. Is manifested before the person attains age 22;
3. Is likely to continue indefinitely;
4. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (e) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

No individual shall be considered to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

**Proration of Assistance:** The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR 5.520)

**Public Housing Agency (PHA):** Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

**Recertification:** The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

**Remaining Member of a Tenant Family:** An adult member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. A live-in-aide is not eligible to remain in a unit as the remaining member of a tenant household.

**Self-Declaration:** A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

**Shelter Allowance:** That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

**Single Person:** Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family.

**State Wage Information Collection Agency (SWICA):** The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

**Tenant Rent:** The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Total Tenant Payment (TTP):**

- A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:
  1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act, which is the higher of:
    - a. 30% of the family's monthly-adjusted income;
    - b. 10% of the family's monthly income; or
    - c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.
  2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.
- B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

**Utility Allowance:** If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

**Utility Reimbursement:** The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

**Very Low-Income Families:** Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 50% of the median for the areas on the basis of the Secretary's findings that such variations are necessary because of unusually high or low family incomes. Such ceilings shall be established in consultation with the Secretary of Agriculture for any rural area, as defined in Section 520 of the Housing Act of 1949, taking into account the subsidy characteristics and types of programs to which such ceilings apply. (1937 Act)

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

## **APPENDIX 3**

### **ACRONYMS**

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWRA	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TANF	Temporary Assistance to Needy Families
TTP	Total Tenant Payment

**APPENDIX 4**  
**INCOME LIMITS AND DECONCENTRATION WORKSHEET**

<b>Development Name</b>	<b>Number of Units Under ACC</b>	<b>Number of Occupied Units</b>	<b>Number of Units Occupied by Very Poor Families</b>	<b>% Occupied by Very Poor Families</b>

**%Very Poor in**

**Census Tract**

**Target Number**

**Number Needed of below 30% of median area income**

**Number Needed above 30% of median area income**

**Waiting list number of families**



## **APPENDIX 5**

# **GUIDE TO REASONABLE ACCOMMODATION FOR PERSONS WITH DISABILITIES**

It is the policy of the Housing Authority of the County of Lake, Illinois (LCHA) to provide reasonable accommodation in housing for applicants and residents with disabilities where reasonable accommodation is needed to provide an equal opportunity to use and enjoy LCHA's housing. LCHA's goal is to provide clean, safe, and affordable housing to low and moderate-income persons regardless of disability. This guide will provide you with information about this policy and how it works. **For resident and/or program participants the LCHA requires an updated independent verification of your request for reasonable accommodation at annual recertification.**

### **Who is a "Person with a Disability"?**

A person with a disability is an individual with a physical or mental impairment that substantially limits one or more major life functions. You can also be considered disabled if you have a record of a physical or mental impairment or people regard you as having such an impairment.

A physical impairment is a disorder or condition that affects one or more body systems. A physical impairment can be caused by illness, disease, a birth defect, injury, age or anything else that disrupts a person's physical ability to function. Some examples of physical disabilities are blindness, hearing loss, or inability to walk.

A mental impairment is a mental, psychiatric or psychological disorder. Some examples are mental illness, developmental disability or specific learning disabilities.

Under LCHA policy, you may be considered a person with a disability if your physical or mental condition causes substantial difficulty in performing a major life function. Major life functions include the ability to walk, see, hear, breathe, think, read or care for yourself.

Under some circumstances, alcoholism or a history of drug use may be considered a disability. Current illegal drug use is not basis for a claim of disability.

### **What is a "Reasonable Accommodation"?**

A reasonable accommodation is a change that can be made to a dwelling or a procedure that will allow a person with a disability to have an equal opportunity to participate in LCHA housing programs. Any accommodation considered by LCHA cannot result in an undue financial or administrative burden or create a fundamental change in a program. For example, it might be reasonable to lower the cabinets for someone in a wheelchair, put grab bars in the bathroom for someone with a mobility impairment, or put in a fire alarm that flashes for someone who has a

hearing impairment. It might also be reasonable to allow a person with a mental disability to have rent payments made by a third party.

It would not be reasonable to prevent children from using the playground because the noise bothers someone or to provide a paraplegic resident with a housekeeper at LCHA expense.

### **How do I apply for a "Reasonable Accommodation"?**

If you need an accommodation in order to apply for, or participate in LCHA housing, you should make the request at the Main Office of LCHA at 33928 N. Rte 45, Grayslake, IL 60030 for any of LCHA's programs, including Section 8 Assistance, Public Housing, and Housing Counseling. Some examples of the types of accommodation that might be needed include a sign language interpreter, or having the application materials sent to you. You do not need a request form to obtain this type of assistance.

Your request for reasonable accommodation should be submitted in writing. LCHA encourages the use of LCHA's "Request for Reasonable Accommodation", form LCHA-RA-56. LCHA will provide assistance in completing this form, if requested. If this is not workable for you, LCHA will assure that all information requested on the LCHA-RA-56 is provided to LCHA. Any clarifying information will be attached to the LCHA-RA-56, e.g. TTY printout, etc.

1. "Request for Reasonable Accommodation" forms are available at LCHA's main office at 33928 N. Rte. 45, Grayslake, IL 60030. You can also request a form by calling 847-223-1170, or by e-mailing at [504RArequest@lakecountyha.org](mailto:504RArequest@lakecountyha.org). If you need assistance in completing the form, ask a LCHA staff member for help. If necessary, LCHA will provide a reader or sign language interpreter. If you are applying on behalf of a family member, you will be asked which family member has a disability and what kinds of changes are requested.

LCHA requires independent verification of the applicant, resident or program participant's disability (e.g. by a doctor, licensed professional representing a rehabilitation center, disability agency, or clinic, or the supervisor of a case manager representing a disability agency). The above professional may also be asked to certify and explain how the requested accommodation is related to the disability and will be effective in providing accommodation. It is important that you meet any deadlines for requests for information. Your request may be delayed or denied if you fail to respond in a timely manner. If you need more time, let your site staff or LCHA representative know.

1. During the process of evaluating your request you or LCHA staff may request a meeting to discuss the requested accommodation. You may have a friend or advocate with you at the meeting. If you are unable to come to an office, the meeting may be held by telephone or, if you are a resident, in your apartment. LCHA will provide a reader or sign language interpreter if requested.

## **Who can I go to if I have questions?**

LCHA has an ADA/504 Coordinator who can be consulted at any time in the reasonable accommodation process. The ADA/504 Coordinator can be contacted at:

Phone: 847-223-1170 TTY: 847-223-1270

Fax: 847-223-1174 Email: [504RArequest@lakecountyha.org](mailto:504RArequest@lakecountyha.org)

**The ADA/504 Coordinator can help determine what kinds of accommodation would work best in LCHA's housing. If you have questions about information that is requested from you, if you don't understand the procedures or you are not sure what kind of accommodation might be available for your situation, you should contact the ADA/504 Coordinator at one of the above numbers.**

## **How is my request processed?**

### ***For Individuals in LCHA's Housing Programs:***

Reasonable Accommodation will be considered for an individual with a verified disability who currently participates in one of LCHA's housing programs.

1. You may obtain a request form at LCHA's main office. LCHA will accept alternate formats of this information, e.g. TTY printout, etc. These will be attached to LCHA's LCHA-RA-56. Your written request for a reasonable accommodation may be submitted at any time to your Certification Specialist or to your Housing Quality Specialist.
2. If a determination is made that additional information is needed, you will be notified in writing. You will have ten (10) days to respond to this request for information.
3. Your request, and a recommendation on action will be forward to the ADA/504 Coordinator (or individual deciding on the action, e.g. Associate Director) within ten (10) days of receiving all documentations. The ADA/504 Coordinator (or Associate Director) will notify you, in writing, within thirty (30) days of the decision made regarding your request. LCHA will ask that you respond to LCHA's proposed accommodation, preferably in writing, within ten (10) working days.
4. LCHA will provide the accommodation in a timely manner. The implementation schedule will be determined by the nature of the accommodation.
5. If you request is denied, you will have an opportunity to meet and discuss the denial with the staff person who made the decision. You will be given this contact information in writing.

### ***For Applicants to LCHA's Housing Programs:***

Reasonable Accommodation will be considered for an applicant with a verified disability who meets basic qualifications for LCHA housing. An applicant must meet income guidelines, pass screening criteria for the respective housing program, and be able to meet and agree to abide by provisions of his/her respective lease or contract for assistance.

1. You may obtain a request form at LCHA's main office. LCHA will accept alternate formats of this information, e.g. TTY printout, etc. These will be attached to LCHA's LCHA-RA-56. Your written request for a reasonable accommodation may be submitted at any time.
2. Your request will be processed by your Certification Specialist. If a determination is made that additional information is needed, you will be notified in writing. You will have ten (10) days to respond to this request for information.
3. Your request will be forwarded to the ADA/504 Coordinator (or individual deciding the action, e.g. Associate Director ten (10) days of receipt. This individual will review the request, and may request additional clarifying information or may request an informal meeting if any issues are unresolved. The ADA/504 Coordinator (or Associate Director) will notify you, in writing, within thirty (30) days of the decision made regarding your request. LCHA will then ask that you respond to LCHA's proposed accommodation, preferably in writing, within ten (10) working days.
4. LCHA will provide the accommodation in a timely manner. The implementation schedule will be determined by the nature of the accommodation.
5. If your request is denied, you will have an opportunity to meet and discuss the denial with the staff person who made the decision. You will be given this contact information in writing.

Reasonable Accommodation Transfer: The review request process includes all reasonable options, including Reasonable Accommodation transfers. The ADA/504 Coordinator and the respective Supervisor will consider this and other options when recommending the alternative that seems to best serve the needs of the individual and of LCHA.

## **Some things to keep in mind**

- LCHA considers each request for reasonable accommodation as a separate request. Just because one person has a request approved does not mean that all requests of that type will be approved. The decision will be made on a case-by-case basis with the understanding that each person's needs and circumstances are unique.
- Whether your request for reasonable accommodation is approved or not, you must follow the provisions of your lease. You must pay your rent, not disturb your neighbors, and not engage in criminal activity.
- LCHA may suggest an alternate accommodation from the one you request. The decision on whether an accommodation is approved will be based on its effectiveness in reducing the barriers to equal housing opportunity and on whether or not it involves a fundamental change to LCHA's housing programs or creates an undue financial or administrative burden.

## **Other Remedies**

If at anytime you feel your request is not being processed appropriately, you have the right to file a complaint with LCHA's ADA/504 Coordinator by contacting one of the numbers shown on the next page. In addition, you have a right to seek assistance from:

Lake County Center for Independent Living	847-949-4440
Lake County Fair Housing	847-336-3247
HUD Chicago Field Office	312-353-1915

## **Policy of Non-Discrimination:**

We are pledged to the letter and the spirit of the U.S. policy for the achievement of equal opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtain housing.

LCHA will not discriminate against any person on grounds of race, color, religion, sex, handicap (disability), familial status, national origin, sexual orientation, source of income, age, or marital status.

We at LCHA are committed to assuring that discrimination does not occur in any program or activity provided for the benefit of applicants for assistance, program participants or employees.

### **Important Phone Numbers**

LCHA's ADA/504 Coordinator:

847-223-1170

FAX: 847-223-1174

TTY: 847-223-1270

Email: [504RArequest@lakecountyha.org](mailto:504RArequest@lakecountyha.org)

#### **Glossary:**

ADA: Americans with Disabilities Act

504: Section 504 of the Rehabilitation Act

LCHA: Housing Authority of the County of Lake, Illinois

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

## APPENDIX 6

### HARDSHIP EXEMPTION POLICY FOR MINIMUM RENT

The Lake County Housing Authority has set the minimum rent at \$50.00. However if the family requests a hardship exemption, the Lake County Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
1. When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program;
  2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  3. When the income of the family has decreased because of changed circumstances, including loss of employment;
  4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
  5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.



## **APPENDIX 7**

### **SMOKE FREE POLICY**

Effective January 1, 2011 the LCHA Corporate office at 33928 N. U.S. Highway 45 in Grayslake, Illinois became a smoke free campus prohibiting smoking anywhere on LCHA property.

Effective May 1, 2011 all buildings in Asset Management Projects 2 and 3 which include Shiloh Tower, Warren Manor, Hawley Manor, Beach Haven Tower, Millview Manor, Orchard Manor, and John Kuester Manor became entirely smoke free prohibiting smoking anywhere inside the building including tenant occupied and unoccupied units.

Effective May 1, 2012 all buildings in Asset Management Projects 1, 4, & 5 and all other LCHA owned properties which include Marion Jones Townhomes, all Public Housing Scattered Sites, LCHA Rentals, Midlothian Manor, and any future property construction or acquisition became smoke free prohibiting smoking anywhere inside the building including tenant occupied and unoccupied units.

All leases and contracts will be updated to reflect the smoke free policy and effective dates. Violation of the smoking policy will result in a \$100.00 fee for a first violation, \$300.00 fee for a second violation, and the third violation will result in termination from the program and requirement to pay the cost for painting and cleaning of the areas affected by smoking. In partnership with Smoke Free Illinois and the Lake County Health Department, LCHA will offer free smoking cessation classes.

Effective October 1, 2017, the use of prohibited tobacco products is limited to areas 25 feet away from public housing buildings. Prohibited tobacco products are defined as the use of items that involve the ignition and burning of tobacco leaves, such as: cigarettes, cigars, pipes and water pipes (also known as hookahs). **Evidence of the use of the prohibited tobacco products (ashes, smell of smoke, cigarette butts, and/or smoke stained walls) is considered a violation of this policy.**

## **APPENDIX 8**

### **PAYBACK & REPAYMENT POLICY**

#### **\*Addendum to the Low Rent Public Housing Admissions & Continued Occupancy Policy**

Any change in household income or composition or allowances, whether an increase or a decrease, must be reported in writing within ten days of the change. The head of the household is responsible for reporting the changes of ALL household members' income. Failure to report a change may result in the family's obligation to repay the benefits it received to which it was not entitled. If a family believes they *have* reported such a change, yet an adjustment reflecting the change was not done, the family is not relieved of their obligation to repay the Authority for any overpayment made on their behalf. The family must provide proof of the prior notification, such as a copy of the document, clearly showing the Authority's date stamp, in order for the Authority to consider reducing or eliminating the overpayment. This obligation to report is spelled out in a more precise manner on the Family Obligation form required by regulations. This form is read and explained to the family, and all adult members of the family are required to sign the form to affirm their understanding.

While a 30 day written notice is to be given to the household prior to the effective date of their increased rent portion payment, the actual effective date of the increase may be retroactive to the date the monies were received. The Authority will seek repayment, and may choose to terminate the household's participation in the program based on the family's failure to report an increase in income. Discovery of unreported income from a filed Internal Revenue Service tax return will result in termination of assistance and the repayment of retroactive rent and Utility Assistance Payments paid out on the household's behalf. If the family subsequently, after discovery, claims they filed or intend to file an amended return for that unreported income, the family must provide proof. This proof must consist of the Amended return for the specific year and the amount of income removed. The Authority reserves the right to require further proof from the family, obtained from the IRS, that the Amended return was received and processed. In the HCV Program, the Authority reserves the right to withhold payment to the landlord until such proof is received and verified to our satisfaction.

The family receives written notice that details the reason for the repayment as well as supporting documentation that substantiates the amount of the repayment. This is mailed to the family.

The Authority will terminate participation:

- If a family has failed to report income for any family member that was received for two years. The entire balance owed is due in full.
- If any family member has committed fraud
- If a family is in DEFAULT on a repayment agreement and has not paid the remaining balance in full as required

If the family *reports* the increase, in writing, more than ten days after the change, the Authority *may* choose to allow the family to remain on the program, and enter into a Repayment Agreement. This does not apply to instances of fraud, or where the amount owed is over \$1,000.

Upon notice by the Authority the full amount owed by the family is due. As a condition for the household to continue to receive housing assistance, the Authority will require repayment in full of any amount owed over \$1,000. For amounts owed of less than \$1,000 the Authority may, at its discretion, offer the participant an opportunity to enter into a Repayment Agreement that sets forth the schedule of monthly repayment amounts. In order to enter into such an agreement, the Authority requires that the family meet with Lake County Housing Authority's Housing and Community Development Division for referral to Debt Counseling and/or the Family Self-Sufficiency program. The Repayment Agreement states the reason for the repayment and informs the family that the agreement should not be signed if it is not agreed that the specified amount is owed. The family is provided 60 days to come in, pay the required one-third of the entire amount owed and complete the recommended counseling. It is due at the time of the signing of the agreement to repay. The balance will then be paid in monthly installments, as determined by this Authority, and must be paid in full within a set time frame, between twelve and twenty-four months.

Should the family not make that initial payment no agreement will be entered, and the family is considered to be in DEFAULT. A letter is sent notifying the family that the entire balance owed is due and that assistance will be terminated in 30 days if it is not paid. The letter will detail any options for appeal, such as an informal hearing. The family will have the right to request an Informal Hearing pursuant to the Authority's policy, if amounts are in dispute. The family is encouraged to provide their own documentation to prove any discrepancies in the amounts owed or the Repayment decision itself.

If a family misses any two Repayment Agreement payments, or fails to pay the required one-third down, then they will be notified that they are in Default, and the entire balance owed is due in full. Failure to pay that amount within 60 days will result in the termination of assistance. The letter will detail any available options for appeal.

The Repayment Agreement stipulates that should the family income be such that they are eligible for a Utility Assistance Payment (UAP), they will not actually receive the UAP, rather it will be applied to their account balance. If the UAP is less than the monthly payment amount, the family is required to pay the difference. Once the balance is paid in full, the family will again receive the UAP. The family may elect not to agree to this, however the monthly payments still must be paid.

The Repayment Agreement also informs the family that the debt is not dischargeable in any bankruptcy proceedings that may commence in the future. The family receives a copy of the signed Repayment Agreement. Once a month the family is mailed a statement of the balance due, and an envelope is provided for the return payment. All payments must be in the form of a money order or cashier's check.

A Low Rent family that owes money to the Authority, or any other Housing Authority, may not be permitted to move to another unit with assistance if the agreement to repay is in default. The entire balance of the amount owed must then be repaid in order to relocate with assistance.

A Low Rent family who requests a transfer to another Housing Authority may be permitted to transfer upon payment IN FULL of the balance owed.

A family who leaves the program, whether through termination or through voluntary withdrawal, shall not be relieved of their obligation to repay any monies owed. Monies owed may be transferred to a Collection Agency at the Authority's discretion, and the family will be notified of this action in writing on a timely basis. Any families terminated for adverse reasons, or who leave the program owing money, shall be reported to HUD via the Enterprise Online Verification system.

This Authority does not permit a participant to enter into an agreement when he/she has a history of paybacks (even just one). We will require both amounts owed (new and current) to be paid off in full within a 60 day time frame, or face termination.

This Authority may actively seek prosecution in a court of law of those who have committed fraud while a program participant, and/or those who owe an amount in excess of \$4,000. This may be in conjunction with, or on the behalf of, the Office of Inspector General for HUD, or the State's Attorney(s).

If a family requests an Informal Hearing regarding monies due or terminations proposed as a result of failure to comply with an agreement, the decision of the Hearing Officer may be final, in that no further appeal is available. Any decision will be issued in writing. The Hearing Officer reserves the right to offer a Repayment Agreement at his/her discretion.

## **APPENDIX 9**

### **BED BUG POLICY**

#### ***PREVENTION AND SAFE REMOVAL OF BEDBUGS***

Bedbug infestations have become a serious problem in housing throughout the country. Public Housing properties are not immune to infestations; anyone or any home can get bedbugs. Bedbugs live on human and animal blood and typically hide and live in cracks and crevices in dark and undisturbed locations close to their hosts. They can live for long periods of time and although visible to the naked eye, they may be difficult to detect.

#### **Bedbug Prevention Action Plan**

- Inspect in and around sleeping and resting areas at home once a month.
- Look for signs of bedbug activity, active infestations will have fecal spotting, live or dead bedbugs, shed skins and bedbug eggs.
- Avoid used furniture and mattresses, especially discarded furniture and mattresses. Used furniture and refurbished mattresses may have bedbugs and bedbug eggs that are difficult to see.
- Inspect for the signs of bedbugs when traveling away from home. Look for live or dead bedbugs, shed bedbug skins or bedbug eggs and fecal spots on mattresses, clothing or dark cracks and crevices. Wood, metal or plastic furniture, sofas, chairs, tables and many other items may be infested with bedbugs.
- If contact with an active bedbug infestation is suspected away from home, segregate and isolate in sealed plastic bags any exposed luggage, clothing and personal effects until inspection and decontamination can be completed.
- Bedbugs prefer to live in cracks and crevices in areas like baseboards, moldings, window/door frames, and cracks/seams in walls and furniture, especially headboards and bed frames and screw holes.
- Seal baseboards, cracks, crevices, heat, plumbing and electrical services shared between apartments with pest-proofing sealants.
- Encase mattresses and box springs. Seal box springs in an appropriate zippered encasement to prevent bedbugs hiding inside from escaping; this location is commonly affected in bedbug infestations and yet difficult to inspect.
- Thoroughly vacuum apartment, furniture and all belongings and use crevice tools and other attachments where feasible. Place the contents of the vacuum in a tightly sealed disposable bag and remove.

**EARLY DETECTION IS CRITICAL** Early identification and reporting of infestations by residents to building management and neighbors limits the spread of bedbugs. As soon as possible contact Property Manager and/or pest management company. Report the suspected

activity as soon as possible. The longer you wait the more likely the problem is to spread and the more difficult and costly it will be to control.

### **Bedbug Removal Action Plan**

The following sequence of steps has been outlined by the Armed Forces Pest Management Board in order to facilitate control of bedbugs in housing.

- Using a vacuum cleaner (preferably HEPA-filtered), remove the bugs and their cast skins from all observed and suspected harborage sites during the initial inspection, and periodically afterward (once weekly is a suggested self-help action). The vacuum bag should be removed immediately afterward, sealed tightly inside a larger plastic bag, and that bag incinerated or placed in the next normal trash collection.
- Launder all infested cloth items in hot water, 120 degrees Fahrenheit or hotter for at least 10 minutes, with soap or detergent, then dry in a warm or hot dryer of at least 140 degrees for at least 20 minutes, or dry clean to kill all bedbug life stages present.
- Enclose each mattress and box spring in a sealed plastic cover, like those sold commercially. These types of encasements should be of high quality and bedbug puncture proof to limit exposure to house dust mites or bedbugs.
- Place and seal all recently laundered cloth items (*e.g.*, bed linens, clothing) inside new large plastic bags or tightly closed bins to prevent any bedbugs from re-infesting them.
- Seal shut all cracks, crevices, and entry points to wall voids, using a high-quality silicone based sealant, especially within a 20 foot radius of any spot where bedbug bites have been reported, or where the bugs have actually been collected.
- Additional or alternative physical control measures against bedbugs may include: heat, cold, steam, physical mashing and sticky insect monitors.
- A residual insecticide should be applied, according to label directions, to each infested site and preferably to a small area around each site. Such applications often involve treating cracks and crevices. When planning and conducting any such treatments, consider examining, if not treating, the opposite side of any involved wall, floor or ceiling.
- Electrical outlet boxes, and similar voids that cannot be readily sealed, should be treated with an appropriately labeled insecticidal dust.
- Consider including some type of insect growth regulator (IGR) as a concurrent or adjunctive treatment (*e.g.*, as a tank mix).
- Limited use of an aerosol or ULV pyrethroid may facilitate the detection of hidden bedbugs by causing them to move around more, and may also potentially increase their exposure to any previously applied residual insecticide. **DO NOT** use any over-the-counter “foggers.” They are not very effective and may cause bedbugs to scatter.
- Fumigation or heat (or cold) treatment of batches of furniture, clothing or other items within chambers may be warranted and affordable in specific cases, but whole-structure fumigation to control bedbugs is seldom practical or economically feasible. And such treatments provide no residual effects at all.

- Re-inspection of infested structures and sites should be done about 10-21 days after any initial treatment, and (if needed) again about 10-21 days later, to detect, and to precisely target the treatment (if needed) of any continued infestation. Carefully reintroduce cleaned items. Isolate and contain items that have been properly cleaned, laundered or heat treated. Heavy duty plastic bags or air tight containers may be used for this purpose. Clear bags and containers are preferable.

**NEVER USE THE FOLLOWING PRODUCTS FOR BEDBUG TREATMENT:**

**Insecticide “bombs”, total release foggers, camphor, kerosene, diesel, gasoline, alcohol or other similar products. These products can cause serious health problems. They are dangerous if misused and can cause fires and explosions. These products are not appropriate for bedbug management.**

# **APPENDIX 10**

## **FSS POLICY**

### **FSS Program Action Plan**

The Housing Authority of the County of Lake's Housing Public Housing FSS Program Action Plan is a rental assistance program established in **1992** by a group of citizens concerned with the housing needs of moderate and low-income families. The Housing Authority of the County of Lake is now updating its Family Self-Sufficiency (FSS) program in 2011. The goal of the FSS Action Plan is to reflect services and outline procedures of the FSS program. The purpose of the FSS program is to promote the development of local strategies to coordinate the use of assistance under the Housing Choice Voucher program with public and private resources to enable participating families to increase earned income and financial literacy, reduce or eliminate the need for welfare assistance, and make progress toward economic independence and self-sufficiency. The FSS program provides critical tools that can be used by communities to help families develop new skills that will lead to economic self-sufficiency. As a result of their participation in the FSS program, many families will achieve self-sufficiency.

### **FSS Program Coordinating Committee (PCC):**

The PCC assists in securing commitments of public and private resources for the operation of the FSS program. It is also responsible for assisting with the development and implementation of the program. The PCC will meet quarterly and may conduct business on an as-needed basis via variation of in-person, emails, or telephone conferences. Membership in the PCC will be drawn from a variety of agencies and individuals, which includes but is not limited to:

- ❖ Public Housing Participant
- ❖ Housing Choice Voucher Participant
- ❖ Community colleges
- ❖ Financial institutions
- ❖ Department of Workforce Services
- ❖ Nonprofit service providers
- ❖ Job training services
- ❖ State/City/County government
- ❖ Housing Authority of the County of Lake staff members
- ❖ The Catholic Charities of The Archdiocese of Chicago



- ❖ Waukegan, Illinois Housing Authority
- ❖ North Chicago, Illinois Housing Authority

**Family Demographics:**

The FSS program provides services to eligible families who are currently receiving housing assistance through LCHA HCV and PH programs, as per HUD guidelines. The following demographics were calculated based on the current families on the FSS program.

**Racial / Ethnic Codes**

	<b>Non-Hispanic</b>	<b>Hispanic</b>
<b>Caucasian:</b>	<b>33.65%</b>	<b>21.97%</b>
<b>Black or African – American:</b>	<b>162.00%</b>	<b>0.0%</b>
<b>Native American or Alaskan Native:</b>	<b>9.05%</b>	<b>0.0%</b>
<b>Asian:</b>	<b>0.68%</b>	<b>0.0%</b>
<b>Native Hawaiian or Pacific Islander:</b>	<b>0.68%</b>	<b>0.0%</b>

Although demographics fluctuate with enrollment, no major changes are projected in the near future (Data 3/2016)

**Number of Dependent Children:**

- 0 children: **3.2%**
- 1 child: **4.9%**
- 2 children: **28.5%**
- 3 children: **30.8%**
- 4 children: **19.0%**
- 5 or more children: **13.6%**

**Head of Household**

- Single Head of Household: **97.0%**
- Joint Head of Household: **3.0%**

**Employment Statistics:**

- Participants Employed: **68.2%**

**Average Annual Income: \$17,258**

## **Supportive Service Needs of Expected FSS Participants:**

1. Education
2. Transportation
3. Employment
4. Technology
5. Food
6. Clothing
7. Vocational Training
8. Child Care
9. Mentoring
10. Health Care

## **Estimate of Participating Families:**

It is expected that all eligible families listed above can reasonably receive the supportive services they require to obtain economic self-sufficiency. *We currently have 130 Housing Authority of the County of Lake residents who are on the Housing Choice Voucher FSS program.* We fully intend to enter into more contracts of participation with new participants after the FSS grant is awarded.

## **Eligible Families from Other Self-Sufficiency Program:**

Three hundred and four (304) eligible FSS families can reasonably be expected to receive supportive services under the HCV and PH FSS programs (279 HCV and 25 PH), based on available and anticipated federal, tribal, state, local, and private resources.

## **FSS Family Enrollment/Selection Procedures:**

Any current family who is a resident of Public Housing can be selected for the program without regard to race, creed, religion, sex, age, disability, familial status, and national origin. All FSS selection procedures will be pursuant to the restrictions set for in the Family Self-Sufficiency Program 984.203

To recruit participants for the FSS Program, the Housing Authority of the County of Lake will market the program to all current Public Housing participants. During the annual recertification process, each Public Housing participant will be asked if they are interested in learning more about the FSS Program. There will be a question on the Annual Recertification Questionnaire that asks Public Housing resident if they want to know more about FSS. Their Property Manager have a supply of FSS Interest forms to hand out to interested participants. Public Housing participants will receive FSS information in each briefing packet and, when possible, the FSS Manager will make presentations at all group-briefing meetings and Resident meetings. The Housing Authority of the County of Lake monthly newsletter will also provide information on the FSS program.

The Housing Authority of the County of Lake will screen families for interest and motivation to participate in the FSS Program as follows:

1. Any Public Housing participant may complete an FSS Interest Form. Property Manager is provided with FSS brochure/interest forms and supplies a form to any tenant that shows an interest in FSS on their annual recertification form. There are FSS forms also available in the Marion Jones and detailed information and forms available on the website at [www.lakecountyha.org](http://www.lakecountyha.org). All forms are date and time stamped when received by the Housing Authority of the County of Lake.
2. All families who have submitted an FSS Interest Form will receive an assessment from to be completed prior to enrollment appointment. Once assessment is received from interested families, an enrollment appointment will be scheduled providing an in depth outline of the FSS Program and answer questions from the participants.
3. After the briefing session, those families interested in participating in the FSS Program must complete an FSS Request for Participation Form.
4. Families will be selected to enter the program based on the date and time the assessment has been received.
5. The FSS Manager will schedule enrollment appointments for participants at the top of the waiting list.
6. Families who are selected to enter the FSS program will be required to sign a contract of participation. The contract of participation is a 5 year contract.
7. The FSS Manager will handle the participant's intake and needs assessment, will develop the family's training and service plan and monitor the family's progress through the achievement of all set goals and self-sufficiency.

FSS Managers will complete interims in accordance with LCHAs Public Housing program for enrollments where participant's current certification exceeds 120 days or if tenant reports any adjustments in income, assets, or family composition.

### **Waiting List:**

LCHA will maintain a waiting list of the Public Housing families that families that have expressed interest in being participants in the FSS program. These waiting lists will be maintained by Public Housing FSS Manger. The FSS Manager will pull from the top of the FSS waiting list whenever a FSS slot becomes available. The FSS Manager will make three attempts to notify the potential FSS participant for an appointment via two (2) phone calls, email and one (1) letter. If the potential participant is contacted and either indicates no further interest in the program or fails to respond to scheduled appointment and failed to respond to FSS Manger letter within the dateline date, the waiting list file will be documented. The potential participant will be deleted from the waiting list pool and sent the removal from waiting list letter. As per HUD guidelines 24 CFR 984.203 (1), LCHA's FSS Program may exercise its right to give preference on the FSS waiting list to up to 50 percent FSS slots to applicants/participants who are in a related service program. This preference will extend to Catholic Charities' FSS program participants.

## **Incentives to Encourage Participation:**

As part of the FSS program, Housing Authority of the County of Lake will offer incentives to encourage participation and enhance the participant's ability to achieve self-sufficiency.

- ❖ Case Management: Each participant that signs a contract of participation will be given personalized case management from the FSS Manager.
- ❖ An FSS Escrow Account in accordance with the requirement set forth in 984.305.
- ❖ Enhanced opportunities for education, training and employment.
- ❖ Access to financial counseling, credit repair, homeownership workshops, and available resources about the home buying process.
- ❖ Structured goal planning, greater opportunity to increase standard of living, an enhanced support system, increased self-esteem, etc.
- ❖ Optional Mentoring opportunities
- ❖ Informative group sessions offering prizes and giveaways

## **Outreach Efforts:**

Efforts will be targeted equally to minority and non-minority families to ensure that non-English and limited English speaking families receive information and have the opportunity to participate in the FSS program. Efforts will also be made to serve persons with disabilities including, but not limited to, persons with impaired vision or hearing. Publication and outreach efforts for the FSS program may include, but are not limited to, distribution of FSS program flyers to our Housing Public Housing residents, mass mailing of program information to current Housing Authority of the County of Lake residents, newsletter, orientation presentations to incoming Public Housing Residents, door to door recruiting Public Housing tenants, and Public Housing resident meetings. LCHA's FSS Managers will, upon request, provide reasonable accommodation to persons with disabilities to ensure they are able to take advantage of the services provided by the FSS program. Interpreters will be used as needed and clients may contact staff via our TTD telephone line or by email. Outreach informational material about the FSS program may include:

- ❖ Details about program history;
- ❖ Available resources;
- ❖ Requirements for eligibility;
- ❖ Application procedures;
- ❖ Participant responsibilities; and
- ❖ Program benefits.

Referrals for the FSS program may be accepted as described above under the heading FSS Family Selection Procedures. Referrals will be screened for eligibility, and selection made in

accordance with HUD guidelines. FSS Coordinators will keep no more than the previous two years of documented outreach efforts on file.

### **ESCROW:**

If LCHA finds that a family did not report income that is required reporting, LCHA will not credit the family's escrow account retroactively with any portion of the unreported income. If the FSS family has fraudulently under reported income, the amount credited to the FSS account will be based on the income amounts originally reported by the family.

The FSS Manager and Income and Security Investigator would work together regarding unreported income or money owed to LCHA and landlord.

### **Partial Disbursement from the Escrow Account:**

LCHA will only disburse a portion of funds from the family's escrow account during the Contract of Participation period to complete their goals.

Partial Disbursement must be approved at the sole discretion of the LCHA's Executive staff only if the family meets all requirements and conditions:

- ❖ The FSS participant must be accruing monthly escrow deposits
- ❖ The FSS participant is limited to two interim disbursements during the term of their Contract of Participation.
- ❖ The FSS participant is limited to no more than 50% of the family's escrow balance at the time of the request unless otherwise granted by the director.
- ❖ The FSS participant must fulfill certain goals established in the ITSP and provide documentation on completion of these goals as determined by the FSS manager and FSS Supervisor.
- ❖ The FSS participant must demonstrate that they have exhausted all other resource options by providing documentation of all attempted resources from community agencies and service providers.
- ❖ The FSS participant must be in compliance with Public Housing program.
- ❖ The FSS participant's requests must be in writing.
- ❖ The participant must provide a minimum of three estimates, wherever possible, except school tuition or other school costs and job training expenses.

If the family receives a partial disbursement from their escrow account prior to completing the Contract, the partial disbursement does not have to be repaid to LCHA if they drop out of the FSS program, unless the disbursement was based on fraud or misinformation by the family.

### **FSS Activities and Supportive Services:**

The FSS Manager will work with the local community service provider to deliver a wide spectrum of services to the residents. Continuous outreach will be performed by all relevant staff to ensure that new and additional supportive services are available to the FSS program participants. We have garnered listed services based on our current local community partnerships.

- ❖ Age in Place
- ❖ Assistance with assistive living
- ❖ Clothing
- ❖ Housing Goods
- ❖ Monetary Assistance
- ❖ Educational Assistance
- ❖ Employment Assistance
- ❖ Healthcare Assistance
- ❖ Food
- ❖ Clothing
- ❖ Household Items
- ❖ Transportation
- ❖ Homeless Prevention
- ❖ Mentorship Program
- ❖ Childcare

Some of the partners in the Lake County community that provides the above listed services are agency friends such as: Catholic Charities, Salvation Army, YWCA Lake County, Maristella, Mother's Trust, Community Action Partnership, Affordable Housing Corporation, LOVE, INC., College of Lake County, IL, and United Way of Lake County, Consumers Credit Counseling Services, Townships and Workforce Development.

FSS participants are required to attend one of two informational group sessions offered by the HA each quarter, every three months. At this time, participants will turn in a form previously mailed to them with information about current goals they are working on and goals they have completed. This mandatory form also gives the participant an opportunity to request any needed assistance regarding obtaining their goals. In addition, participants will be given a scheduled day and time to come into the office and meet with their specific case manager half way through the contract of participation, at 2.5 years into the contract and again during the fourth year of their contract of participation to discuss goal progress or lack thereof. At any time, a FSS participant may meet with an FSS case manager. However, it is mandatory for the participant to meet with a case manager at the half way point and towards the end of their contract of participation.

## **Escrow:**

FSS Coordinators will maintain an escrow account spreadsheet to ensure escrow account balances correlate with the balances shown in the accounting department records. If a discrepancy surfaces the FSS Coordinator and the accounting department will together, rectify the discrepancy.

FSS Coordinators will contact landlords of tenants that are currently receiving monthly escrow deposits on a quarterly basis to verify that FSS participants are complying with the terms of their lease including paying their portion of the rent to the landlord. If tenant is not in compliance, they will receive a letter informing them that no deposits will be made until they are in compliance. Tenants/Participants are also made aware that the missed deposits due to their non-compliance will **not** be deposited at a later date. In this case, monthly escrow deposits will resume the first of the following month that the tenant becomes in compliance with the terms of their lease. It is the tenant's responsibility to inform the FSS Coordinator that they have rectified the issue which is then verified with the landlord. Section 8 staff will be notified of participant's noncompliance.

## **Method for Identification of Family Needs:**

The success of the FSS Program will depend greatly on how effectively the participant's needs are addressed and meet. Each participant's needs will be different from any other. Each prospective participant's needs will be evaluated on a case-by-case basis.

The Family Self-Sufficiency Manager will assist the FSS participants by providing support, identifying appropriate resources, assisting with the development of a service plan and providing advocacy towards the achievement of goals.

The FSS Manager handles intake and will perform an initial needs assessment. The FSS Manager will assist the family to develop a training and service plan based on family's needs. The FSS Manager will monitor the family's progress through to the achievement of all set goals, and supports the family towards their goal to become self-sufficient. The FSS Manager will understand that the needs of each family are always changing and will provide the necessary resources to meet those changes.

The FSS Manager is a continual process of identifying and reviewing problems that block or interfere with the promotion and achievement of self-sufficiency and economic independence for FSS participants.

## **FSS Program Termination:**

Previously terminated FSS participants will be denied for two years after their termination date and must provide an explanation of why they were previously unsuccessful and how their circumstances have changed since their FSS Termination

## **Involuntary Termination:**

Participants may be denied or involuntarily terminated from FSS under the following circumstances:

- A. If the participant fails to meet their obligations under the Contract of Participation, the Individual Training and Services Plan, the Program Completion Agreement and related documentation. Non-compliance includes:
  - a. Missing scheduled meetings;
  - b. Failure to return phone calls;
  - c. Failure to maintain quarterly contact;
  - d. Failure to work on activities and/or goals set forth in the Individual Training and Services Plan;
  - e. Failure to complete activities and/or goals within the specified time frames; and/or
  - f. Failure to participate in job related activities (i.e. employment, education, training, workshops, completing applications, etc.).
  
- B. If the participant owes money to the LCHA or any other LCHA in connection with the Lake County Housing Authority or Low Rent Public Housing Program;
  
- C. If the participant breached an agreement to pay back amounts owed to LCHA for payments made on behalf of the family to an owner in the Public Housing program;
  
- D. If the participant has committed fraud in connection with any Federal housing assistance program;
  
- E. If the participant failed to meet any obligations under the lease;
  
- F. Expiration of the Contract term or any extension of the Contract without completing the criteria for program completion as outlined under the section Contract Completion;
  
- G. If the client's housing assistance is terminated;
  
- H. By operation of law; and/or
  
- I. By such other act as is deemed inconsistent with the FSS program.

Participants who fail to meet their obligations under the above circumstances will be given the opportunity to attend a required meeting with the FSS Manager to resolve the problem. At this meeting, a review of the Contract of Participation, Individual Training and Services Plan, Program Completion Agreement, and all related documentation will be conducted and amendments will be made as necessary (within HUD guidelines) to allow for changes in circumstances. Failure to contact the FSS case manager to schedule this meeting within ten (10) days of Housing Authority of the County of Lake's written request for a meeting or failure by the FSS Head of Household to attend this meeting without some type of correspondence to clarify the issue(s) that lend to non-attendance, may lead to termination from the program.



Participants who remain out of compliance after this meeting will be subject to termination from the FSS program. Notification to the family will be made by letter stating:

- A. The specific facts and reasons for termination;
- B. A statement informing the family of their right to request an informal or grievance hearing and the date by which this request must be received (see Hearing Procedures below); and
- C. A statement informing the family that termination from the FSS program for the reasons stated therein will not result in termination of the family's housing assistance.

Failure to request a hearing in writing by the deadline will result in closure of the family's FSS file and all rights to a hearing will be waived. All escrow money held on the family's behalf will be forfeited in accordance with HUD regulations. Housing assistance will not be terminated based on non-compliance with the FSS program.

### **Voluntary Termination:**

Participants may also be terminated from the FSS program under the following circumstances:

- B. Mutual consent of both parties; and/or
- C. The family's withdrawal from the program. If the family withdraws from the FSS program with the mutual consent of LCHA and the FSS Head of Household, then the family may rejoin the FSS program in the future, with the following understanding:
  - ❖ The family signs a new Contract of Participation, Program Completion Agreement, and Individual Training and Services Plan.
  - ❖ The family is not eligible to receive funds accrued in escrow up to the point of their initial withdrawal from FSS.

The family will be eligible to receive future deposits into escrow upon rejoining the FSS program.

### **FSS Program Graduation:**

In order to successfully graduate the FSS program and receive any money in escrow, FSS participants must meet the following criteria:

- A. Meet the self-sufficiency goals set in the Contract of Participation and Individual Training and Services Plan on or before the Contract of Participation expires. These goals include a minimum of the following:

1. Head of household will maintain suitable employment.
2. No member of the FSS household shall receive welfare assistance, as per HUD's current definition of welfare assistance, during the last 12 consecutive months of participation in the FSS program.
3. Participant will maintain regular contact with the assigned FSS Manager (defined as contacting the FSS Manager on a monthly basis and meeting in person a minimum of once every 12 months to update the Individual Training and Services Plan).

Requests for exceptions from this requirement will be reviewed on an individual basis with the participant, FSS Manager and FSS Supervisor.

4. 30% the family's monthly adjusted income equals or exceeds the FMR for the size unit for which the family qualified the actual size qualified for under LCHA's occupancy standards in the Public Housing Program. The FSS family certifies that, to the best of his/her knowledge and belief, no family member is receiving Federal, state, or local welfare assistance at this time.

B. Comply with the lease agreement

C. Complete all goals and activities listed in the Individual Training and Services Plan and FSS Contract of Participation.

FSS participants must make a written request for completion of the contract and submit to the FSS Manager(s). The written request for completion of contract must include:

1. A request to be graduate from the FSS program.
2. A request to release the FSS participant's escrow monies,
3. A statement indication whether the FSS participant will continue with housing assistance.
4. A statement that the FSS participant family has not received welfare assistance, as defined by HUD, for twelve consecutive months.

The FSS Manager must verify with the Income and Security Investigator and Public Housing Property Manager that the participant is not in violation of any housing assistance program guidelines or has lease violations.

The FSS Manager must verify the following:

All goals and activities are met and the family is no longer receiving welfare assistance:

- ❖ Requesting copies of recent documents indicating the family no longer receiving welfare assistance; or
- ❖ Contacting the welfare agency; or

- ❖ Requesting the head of household sign a self-declaration statement indicating that no family member receives welfare assistance.

Participant who have successfully graduated from the LCHA FSS program will receive his/her escrow check minus any monies owed to LCHA.

Participants who have successfully graduated from LCHA FSS program will be denied to reapply for the FSS program.

### **FSS Extensions:**

Initial Contract term is five years. The contract may be extended, in writing for up to two additional years if the family is unable to achieve self-sufficiency in this time due to circumstances that are beyond their control such as;

- ❖ Serious illness in the immediate family
- ❖ Involuntary loss of employment
- ❖ Serious injury that interferes with employment opportunities

Other circumstances that are beyond control of the family and that are deemed as good cause by LCHA. Extensions will not be granted for loss of employment due to voluntary quit lack of performance on the part of the Participant.

### **Contract of Participation- Modifications:**

The contract of participation may only be modified for the following reasons if LCHA and the participant mutually agree:

- ❖ If the individual Training and Service Plan is modified
- ❖ If the contract term is modified in the cases of portability and extension
- ❖ If the designation of the FSS head of household of the family changes. In this case, the attachment to the contract must contain: The name of the new designated head of household
- ❖ The signature of the new head of household and FSS Manager and the date signed.

### **Assurance of Non-Interference:**

A family's participation in the FSS Program is voluntary. In order for a family to be considered for participation, the family must first willingly submit an FSS Interest Form. The family must also submit an assessment form, complete an Individual Training and Services Plan and sign a Contract of Participation.

Because the decision on whether to participate in the FSS Program is the family's, the Housing Authority of the County of Lake assures that a family's decision not to participate in the FSS Program will not affect the family's admission to the Housing Choice Voucher, the Housing Choice Voucher Program, or the family's right to occupancy in accordance with its lease.

### **Portability:**

A HCV FSS participant is eligible to exercise portability per LCHA policies in the Administrative Plan.

#### **a) Port-Out to a Receiving PHA with FSS Program**

If the receiving PHA accepts the participant into their FSS program and fully absorbs the resident into their PHA, LCHA will transfer the FSS contract, ITSP, and escrow balance to the receiving PHA. If the receiving PHA only administers the housing voucher, but does not fully absorb the FSS participant into their HCV program, LCHA will continue to maintain the FSS participant's escrow account. If the receiving PHA does not accept the participant into their FSS program or the participation is not transferred within 60 days of the port-out, LCHA will end the FSS Contract and any escrow funds accrued will be forfeited.

Only if the participant completed all of his/her ITSP goals at the time of the port-out, is he/she eligible for an early completion of the FSS Contract and will receive a full disbursement of the escrow account.

#### **b) Port-Out to a Receiving PHA without FSS Program**

If the receiving PHA does not operate an FSS program for the participant to engage in, LCHA will end the FSS Contract and any funds accrued will be forfeited. Only if the participant completed his/her ITSP goals at the time of the port-out, he/she is eligible for an early completion of the FSS Contract and will receive a full disbursement of the escrow account from LCHA's FSS program.

#### **c) Port-Ins to LCHA from other Phi's**

LCHA will accept participant porting-in from another PHA into its FSS program only if the port-in is absorbed by LCHA. The transferring PHA and/or participant must provide LCHA with the FSS Contract, ITSP, and escrow balance within 10- business days of the port-in in order for LCHA to continue to administer the FSS Contract, ITSP, and escrow balance are transferred more than 90 days after the port-in is complete, LCHA may not accept the participant into its FSS program.

LCHA may choose not to absorb HCV program participants who port-in from other Phi's. If LCHA does not absorb the port-in, it will bill the initial PHA for the Housing Assistance Payment (HAP) and fees associated with administering the voucher.

If the initial PHA does not continue to administer the FSS Contract, the individual may apply to participate in LCHA's FSS program if slots are available. The participant would enter into a new FSS Contract with LCHA with a zero-escrow balance.

A receiving PHA is not obligated to enroll a porting FSS family in its FSS Program.

### **Timetable for Implementation:**

The Housing Authority of the County of Lake implemented its HCV FSS program in 1998. The PH FSS program was implanted in 2010.

### **Certification of Coordination:**

The Housing Authority of the County of Lake, by approval of this plan, certifies that the development of the services and activities under the Housing Choice Voucher Family Self-Sufficiency Program has been coordinated with the relevant employment, child care, transportation, training and education programs available in our area of operation and that implementation of such services and activities will continue to be coordinated, not only to maximize their effectiveness but also in order to avoid duplication of services and activities.

### **Optional Additional Information:**

Housing Authority of the County of Lake's FSS program reserves the right to make addendums to this Action Plan as situations, regulations, and funding sources change, but such changes will be made in compliance with HUD regulations.

### **Authorized Signature:**

Executive Director/CEO

## APPENDIX 11

### RENTAL ASSISTANCE DEMONSTRATION (RAD)

On December 14, 2012 HUD notified the Lake County Housing Authority that the Agency's application for participation in the Rental Assistance Demonstration was approved. HUD entered into a Commitment to Enter into a Housing Assistance Payments (CHAP) for two scattered sites Asset Management Projects – AMP 4 and AMP 5. In order to participate in RAD, LCHA is required to meet all requirements in PIH Notice 2012-32, one of which is to submit a PHA Plan Amendment reflecting the participation in the Rental Assistance Demonstration.

The Rental Assistance Demonstration (RAD), which allows proven financing tools to be applied to at-risk public and assisted housing, was authorized by the Consolidated and Further Continuing Appropriations Act of 2012 ([Public Law 112-55](#)), and has two components:

- 1st Component - Allows Public Housing and Moderate Rehabilitation (Mod Rehab) properties to convert, under a competition limited to 60,000 units, to long-term Section 8 rental assistance contracts; and
- 2nd Component - Allows Rent Supplement (Rent Supp), Rental Assistance Payment (RAP), and Mod Rehab properties to convert tenant-based vouchers issued upon contract expiration or termination to project-based vouchers.

Participation in RAD by public housing agencies (PHAs) and other eligible owners is voluntary. RAD is a limited demonstration and will be rigorously evaluated to assess the viability of these approaches in preserving affordable housing.

RAD is a central part of the Department's rental housing preservation strategy, which works to preserve the nation's stock of deeply affordable rental housing, promote efficiency within and among HUD programs, and build strong, stable communities.

#### **RAD will:**

- **Improve the quality of affordable housing:** PHAs and owners will be able to leverage substantial public and private funding to address critical capital needs and improve the condition of their properties.
- **Preserve affordable housing:** Once placed on a more stable Section 8 funding platform, converted properties will have long-term rental assistance contracts and use restrictions, which will survive foreclosure or bankruptcy.
- **Leverage private debt and equity:** RAD will stretch federal funds by leveraging them with private debt and equity investments, enabling owners to make needed capital repairs.
- **Enhance housing choice and mobility:** PHAs and owners will offer residents the choice to move with tenant-based vouchers after a reasonable tenure following the conversion of assistance, with a limited good-cause exemption.

- **Bring Public Housing into the affordable housing mainstream:** Long-term, Section 8 project-based assistance has proven to be an effective, reliable, and safe mechanism to fund affordable housing for over 30 years.
- **Create jobs:** Physical revitalization of assisted housing involves large-scale construction and infrastructure projects that create jobs and stimulate the local economy.
- **Ensure opportunities for resident participation:** Owners of converted properties must recognize resident organizations. In addition, all conversions will be subject to resident review and comment.
- **Encourage green building standards:** RAD encourages PHAs and owners to pursue green building and energy efficiency by using industry-recognized standards for green building, rehabilitation, and operation.

LCHA will convert 94 units from AMP 4 and 67 units from AMP 5 from public housing assistance to project-based assistance. These are scattered site, family units. The bedroom distribution of these units is included in the chart below:

AMP 4 PIC Bedroom Distribution							Total Units	Average Bedroom per Unit
0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR		
0	0	12	69	13	0	0	94	3.01
AMP 5 PIC Bedroom Distribution							Total Units	Average Bedroom per Unit
0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6-BR		
0	0	4	57	6	0	0	67	3.03

There is no change in the number of units that are proposed as part of the conversion, including de minimus unit reductions and unit reductions exempt from the de minimus cap. The total number of units subsidized by LCHA will not change, only the form of subsidy will change. There also is no change in the bedroom distribution of units proposed as part of the conversion and there will be no transfer of assistance at the time of conversion. LCHA will be making no changes to the policies that govern eligibility, admission, selection and occupancy at units at the project after it has been converted. LCHA is updating its Administrative Plan to reflect the requirements by PIH Notice 2012-32 for the Rental Assistance Demonstration program.