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# **FY2025 ANNUAL PLAN**



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**TAB 1**

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
**FY2025 ANNUAL AGENCY PLAN**

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**FINAL**

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**TAB 2**

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**

**Executive Summary of the Annual PHA Plan**

**OVERVIEW**

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

**PURPOSE AND STRUCTURE OF THE AGENCY PLAN**

This Agency Plan contains the FY2025 Annual Plan, which provides information regarding the establishment of goals, objectives, policies, and procedures required to achieve the Authority's overall mission. The Authority plans to update the Five-Year Plan at least once every five years or more as deemed appropriate during the annual planning process.



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**TAB 3**

## *Progress Report*

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

SNRHA will continue to explore and implement various models of mixed-financing with innovative partnerships to assist with the re-development and/or modernization of public housing developments. Options will include but not be limited to Choice Neighborhood Initiatives (CNI), Rental Assistance Demonstration (RAD) Program, Low Income Housing Tax Credits (LIHTC), ARPA Funds, Section 18 RAD Blend, Faircloth-to-RAD Conversions, various bonds types and other leveraging options as identifies in HUD's Transforming and Repositioning Public Housing plan. **The SNRHA will explore options to purchase land and/or establish partnerships with the developers that may have land to increase affordable housing opportunities.**

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

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

The SNRHA was approved for a **Choice Neighborhood Initiative (CNI) Grant** to create a Transformation Plan for the Historic Westside of Las Vegas with its Marble Manor Development. **The SNRHA submitted its CNI Transformation plan for Marble Manor in November 2023 and received acceptance from HUD in February 2024. The SNRHA began preparing a CNI Implementation Grant for Marble Manor and the Historic Westside in August 2023 and submitted that application to HUD in February 2024. Final selections should be announced the Fall of 2024.** The SNRHA will continue to explore CNI and other mix finance option planning as well as, implementation grant to address some of the redevelopment needs of the remaining developments in the neighborhood, Sherman Gardens, Sherman Gardens Annex and Villa Capri sites.

The SNRHA is having discussions with Clark County to provide funding for Phase II of the Marion Bennett ~~project renaming the new development the Senator Joe Neal Senior Apartments.~~ The SNRHA was awarded \$3.15 million dollars from the Clark County Community Housing Fund **and \$16 million from the State of Nevada Home Means Nevada Fund** to develop the new units. **The SNRHA has selected an architectural design firm to prepare drawings for a 59 unit, 3-story building on phase II of the property.**

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

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

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

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

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

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

2020: Archie Grant Park a 125-unit senior public housing development located in Las Vegas, Nevada converted to Project Based

Section 8. The construction for all dwelling units was completed in March 2021 and 95% 100% of the units have been leased-up as April 2021. The S NRHA self-developed this project.

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

- First Group includes: 1) Otto Merida (AMP405), 2) Lubertha Johnson (AMP401), 3) Bennett Plaza (AMP401), 4) Hullum Homes (AMP407), 5) Jones Gardens (AMP407), 6) Sartini Plaza (AMP402) & 7) Sartini Annex (AMP402), 8) Archie Grant (South Parcel) (AMP401) and 9) Ernie Cragin Terrace (AMP406) totaling 725 public housing units.

- Second Group includes: 1) Schaffer Heights (AMP404), 2) Aida Brents (AMP403), 3) Levy Gardens (403), 4) James Down Towers (AMP402), 5) Hampton Court (AMP404), 6) Simmons (AMP406) and 7) Sherman Gardens Annex (AMP408) totaling 564 public housing units.

- CHAP approved September 2017 for the First Group. An additional 6-month extension was requested for inventory removal for Hullum Homes, Jones Gardens, Sartini Plaza, Sartini Annex, Archie Grant Park and Ernie Cragin Terrace. Extension was approved through August 2018. Lubertha Johnson and Marion Bennet were converted to RAD in November 2019. These properties do not have investors and are managed by the SNRHA's Affordable Housing Program. The SNRHA will be exploring their right to first refusal for other LIHTC projects that have reached or are nearing syndication timeframe. The authority's goal is to add these developments under its Affordable Housing Programs, Inc and manage them under its Affordable Housing Program.

CHAPs were returned to HUD for the first and second group of units in March 2019. The was approved for a CHAP for the 200 unit James Down Towers Senior Development in November 2021 and is in the process of converting the development utilizing 4% LIHTC and a Tax-Exempt Bond from the City of Las Vegas. An architect has been selected and over 50% of the design documents have been completed. **The SNRHA is currently completing the investor due diligence process. A General Contractor has been selected and the HUD Transaction Manager has been assigned. Construction is scheduled to begin in the 50 units located in the Southeast Tower of the building. All residents have been relocated either off property or into other vacant units within the building. Twenty-seven (27) residents were able to relocate next door in the newly developed Decatur Commons Complex with two (2) residents utilizing Housing Choice Vouchers and twenty-five (25) residents who were selected in a lottery, held at James Down Towers, to relocate to the Project Based Vouchers that were awarded to the property. The SNRHA requested and received the authorization from the HUD Office of Recapitalization to award the Project Based Vouchers and relocate the residents. The remaining James Down Towers residents will not have to leave the building during construction. Project Based The development is scheduled to convert and begin construction in November 2022 May 2023. The project converted to a Section 18/RAD Blend Development in June 2023 with construction scheduled to be completed in December 2024.**

A 9% LIHTC application is being prepared for the 59-unit Hullum Homes Family Development. The CHAP was awarded September 2022. Architectural drawings are currently under review by the Clark County building department. General Contractor bid has been accepted. HUD Transaction manager has been assigned and investor due diligence calls are in process. Resident Meeting for relocation update scheduled for April 2023. **The property was converted to a RAD development in October 2023 with construction beginning on Phase I of the property consisting of five buildings, the community center and maintenance shop. Construction completion is scheduled for January 2025.**

Enhance SNRHA's Scattered Site Homeownership Program as lender options are available.  
Energy Upgrades are being completed on Scattered Site Homes that need major repairs.  
~~Two~~ **Four** additional units have been added for Energy Upgrades this year.

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

~~For the past years the City of Las Vegas has been looking at the viability of building the public facilities as proposed in the master plan. Currently the city is exploring the possibility of building the park with soccer fields as proposed for Parcel 3 [28<sup>th</sup> Street & Cedar]. The Library District in partnership with the city completed a land swap with the SNRHA vacant parcel located at 28<sup>th</sup> Street & Bonanza (Parcel 2) and Library District vacant parcel located at 28<sup>th</sup> and Sunrise in July 2016. The SNRHA is exploring the possibility of developing a mixed-financed mixed-income family housing development on the 9.1 acres of vacant land located at 28<sup>th</sup> & Cedar. **This property is currently within the boundary of the proposed Nevada Department of Transportation (NDOT) expansion of the I-515.**~~

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

Following the Ernie Cragin Terrace (ECT) Master Plan the SNRHA submitted in 2018 a 9% Low Income Housing Tax Credits Application and a Mixed-Finance Proposal to HUD to develop one of the vacant lots. The proposed Wardelle Street Townhouses Project entails the financing for the new construction of approximately (57) family units, and a Community Center/Management Office/Maintenance Building to be located on a portion of the site of the former Ernie Cragin Terrace. (NV210/AMP305portion off) public housing development located at the corner of Wardelle and Bonanza APN Nos 139-25-410-039/139-25-410-040 /139-25-410-041 totaling 7.73 acres. Approximately 1.5 acres fronting Bonanza Road or Harris Street will be available for future construction of a civic building of the Strong Start Academy at Wardelle which will be constructed and managed by the City of Las Vegas. The proposed unit mix will be 24-1 bedroom units, 23 2-bedroom units and 10 3-bedroom units which includes 20 public housing at <30% AMI, and 37 project based vouchers (9 at <30% & 28 at <50% AMI). The creation of these townhomes will help meet the need for affordable housing in the City of Las Vegas and will complement the City's proposed plan for an early childhood educational facility and the County's new East Las Vegas Branch public library, both on adjacent parcels. The proposed Wardelle Street townhomes will serve as a stimulus for other developments in the vicinity and promote a more vibrant neighborhood environment. SNRHA will self-develop this project. The project was selected to receive \$1 mil in HOME Funds from Clark County in February 2018 and \$1.5 mil in Home Funds from the City of Las Vegas schedule for July 2020. The 9% Low Income Housing Tax Credit Application was approved November 2018. Construction began January 2020 and completed February 2021. Construction for the Wardelle Street Townhouses completion date was February 2021. The project consists of 20 Public Housing Units and 37 Project Based Voucher Units including Physical Accessible and Hearing-Impaired units. As of April 2021, 100% of the units were leased up. The project closed financing for the permanent loan in August 2022 and is scheduled for its final equity draw April 2023.

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

The agency received a commitment award of \$67 million of Home Means Nevada (HMN) Funds and \$7.65 million in Clark County Community Housing (CHF) Funds. The HMN funds will be used to develop new units on the vacant parcels at Duncan and Edwards, 5.15 acres, (family housing), Old Rose Gardens, 5.85 acres (senior housing), 28<sup>th</sup> & Sunrise, 6.05 acres (family housing) Bennett Plaza Phase II, 1.3 acre (senior housing) and preservation rehabilitation of the one hundred (100) unit Janice Brooks Bay Affordable Housing development. All of these projects are scheduled to utilize Faircloth-to-RAD for final conversion. The CHF funds will serve as Gap Financing for the Bennett Plaza Phase II new development and major rehabilitation of systems at Arthur Sartini Plaza. **McCormack Baron Salazar was selected to co-develop the Old Rose Gardens property developing 192 new units. The Michaels Organization was selected to co-develop the Duncan and Edwards property and 28<sup>th</sup> and Sunrise properties developing 80 and 121 units respectively. The SNRHA will self-develop 59 units at the Marion Bennett Phase II property and complete preservation construction at the 100 unit Janice Brooks Bay property.**

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

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

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

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

SNRHA continues implementing the approved 5-Year Strategic plan.

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

**Five-Year Goal: Increase assisted housing choices.**

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

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

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

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

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

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

As of **January 1, 2021-2022**, the FSS program had **910** mandatory slots, and **450 500** voluntary slots.

The Authority continues to develop partnerships with local service providers, training resources and educational institutions with the goal of making self-sufficiency available to all residents and participants. Year to date, we have established partnerships with a total of **93 95** community agencies participating. Commitments with these organizations are established either verbally or through MOU's.

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

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

**Five-Year Goal: Increase affordable housing resources.**

SNRHA Continues to evaluate its portfolio for redevelopment opportunities.

SNRHA completed a PNA in February 2022 to be used to develop a consolidated plan to identify sites for modernization, upgrades, and improvements. SNRHA continues implementing the approved 5-Year Strategic Plan.

Continue updating the detailed plan for replacement Housing fund.

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

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

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| <b>Annual PHA Plan</b><br><i>(Standard PHAs and Troubled PHAs)</i> | U.S. Department of Housing and Urban Development<br>Office of Public and Indian Housing | OMB No. 2577-0226<br>Expires: 03/31/2024 |
|--|---|--|

**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

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

**Definitions.**

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

| A.                 | PHA Information.   |                    |          |                             |                                 |                              |                                 |                              |     |  |  |  |  |  |  |
|--------------------|--|--------------------|----------|-----------------------------|---------------------------------|------------------------------|---------------------------------|------------------------------|-----|--|--|--|--|--|--|
| A.1                | <p>PHA Name: <b>Southern Nevada Regional Housing Authority</b> PHA Code: <b>NV018</b><br/>           PHA Type: <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA<br/>           PHA Plan for Fiscal Year Beginning: (MM/YYYY): <b>10/01/2024</b><br/>           PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)<br/>           Number of Public Housing (PH) Units <b>1890</b> Number of Housing Choice Vouchers (HCVs) <b>12437</b> Total Combined Units/Vouchers <b>14327</b><br/>           PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p><b>Availability of Information.</b></p> <p>The involvement of the residents, staff, and the general public is an important part of the planning process. Since many aspects of the Authority's operations have a direct effect on both, it is important to involve all stakeholders in strategic planning processes. A meeting with the Resident Advisory Board (RAB) was held to review the plan and solicit input. A complete list of attendees at each meeting is available upon request.</p> <p>The final draft was placed on public display beginning 04/25/2024 in accordance with the first advertisement of the Public Hearing. A copy of the PHA Plan and associated documents were/are available to view on our website <a href="http://www.snrha.org">www.snrha.org</a>, Welcome Page, scroll down to Agency Plans section and click on "click here for all Agency Plans" and scroll down to the pdf icon for this plan.</p> <p>The Plan and Addendums will also be available at all Public Housing Community Offices as well as in the main lobby areas of SNRHA Administrative Offices located at:<br/>           - Howard Cannon Center at 340 North 11th Street, Las Vegas, NV 89101. –<br/>           - Housing Programs at 380 North Maryland Pkwy., Las Vegas, NV 89101.</p> <p>The comment period will end with a Public Hearing held at the Howard Cannon Center Board Chambers located at 340 North 11th Street, Las Vegas, NV 89101, on Monday, June 17 at 5:00 pm.</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th rowspan="2" style="width: 25%;">Participating PHAs</th> <th rowspan="2" style="width: 10%;">PHA Code</th> <th rowspan="2" style="width: 25%;">Program(s) in the Consortia</th> <th rowspan="2" style="width: 15%;">Program(s) not in the Consortia</th> <th colspan="2" style="width: 25%;">No. of Units in Each Program</th> </tr> <tr> <th style="width: 10%;">PH</th> <th style="width: 15%;">HCV</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> | Participating PHAs | PHA Code | Program(s) in the Consortia | Program(s) not in the Consortia | No. of Units in Each Program |                                 | PH                           | HCV |  |  |  |  |  |  |
| Participating PHAs | PHA Code   |                    |          |                             |                                 | Program(s) in the Consortia  | Program(s) not in the Consortia | No. of Units in Each Program |     |  |  |  |  |  |  |
|                    |  | PH                 | HCV      |                             |                                 |                              |                                 |                              |     |  |  |  |  |  |  |
|                    |  |                    |          |                             |                                 |                              |                                 |                              |     |  |  |  |  |  |  |

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| Lead PHA: |  |  |  |  |  |
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**B. Plan Elements**

**B.1 Revision of Existing PHA Plan Elements.**

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

Y N

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

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

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

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

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

**Rent Determinations:** Rent Determination policies has been updated. **See Tab- 8**

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

**Grievance Procedures:** Grievance procedures has been updated. **See Tab -9**

**Homeownership Programs:** Homeownership programs has been updated. **See Tab -10**

**Safety and Crime Prevention:** Safety and crime prevention has been updated. **See Tab- 11**

(c) The PHA must submit its Deconcentration Policy for Field Office review. **See Tab- 6**

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| <p><b>B.2</b></p>  | <p><b>New Activities.</b></p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA’s current Fiscal Year?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Designated Housing for Elderly and/or Disabled Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Occupancy by Over-Income Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Police Officers.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Non-Smoking Policies.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Project-Based Vouchers.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p><b>Mixed Finance Modernization or Development:</b> Please refer to Demolition and/or Disposition for proposed SNRHA Mixed Finance or Development Plans. <b>See Tab - 12</b></p> <p><b>Demolition and/or Disposition:</b> As a result of the Authority’s extensive redevelopment activities, several of the Authority’s family developments are included as considerations for demolition and disposition. <b>See Tab -13</b></p> <p><b>Designated housing for Elderly and/or Disabled Families:</b> Currently, Harry Levy Gardens (NV208) and Arthur Sartini Plaza (NV2-21) are covered under an existing Allocation Plan as designated for the elderly only. <b>See Tab – 14</b></p> <p><b>Conversion of Public Housing to Project-Based Assistance under RAD:</b> The SNRHA continues with its efforts to convert more public housing assistance under the RAD Program. <b>See Tab – 15</b></p> <p><b>Occupancy by Over-Income Families:</b> Revisions have been made to the ACOP to address Over-Income Families in accordance with HUD guidance and regulations. <b>See Tab – 8D</b></p> <p><b>Units with Approved Vacancies for Modernization:</b> Statutes have been updated. <b>See Tab - 16</b></p> |
| <p><b>B.3</b></p>  | <p><b>Progress Report.</b></p> <p>Provide a description of the PHA’s progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.</p> <p><b>See Tab- 3</b></p>  |
| <p><b>B.4</b></p>  | <p><b>Capital Improvements.</b> Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.</p> <p><b>See Capital Fund Program Five Year Action Plan(HUD Form-50075.2) approved by HUD on 03/12/2024. See Tab - 17</b></p>   |
| <p><b>B.5</b></p>  | <p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>   |
| <p><b>C. Other Document and/or Certification Requirements.</b></p> |   |
| <p><b>C.1</b></p>  | <p><b>Resident Advisory Board (RAB) Comments.</b></p>   |

|                           |   |                           |
|---------------------------|---|---------------------------|
|                           | <p>(a) Did the RAB(s) have comments to the PHA Plan?</p> <p>Y N<br/> <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>   |                           |
| C.2                       | <p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD-50077-SL</a>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p> <p><b>See Tab- 18</b></p>  |                           |
| C.3                       | <p><b>Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.</b></p> <p>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p> <p><b>See Tab- 19</b></p>  |                           |
| C.4                       | <p><b>Challenged Elements.</b> If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA’s response to the public.</p> <p>(a) Did the public challenge any elements of the Plan?</p> <p>Y N<br/> <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If yes, include Challenged Elements.</p>  |                           |
| C.5                       | <p><b>Troubled PHA.</b></p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?</p> <p>Y N N/A<br/> <input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>  |                           |
| D.                        | <p><b>Affirmatively Furthering Fair Housing (AFFH).</b></p>   |                           |
| D.1                       | <p><b>Affirmatively Furthering Fair Housing (AFFH).</b></p> <p>Provide a statement of the PHA’s strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item. <b>See Tab- 20</b></p> <table border="1" data-bbox="180 1850 1455 1885"> <tr> <td><b>Fair Housing Goal:</b></td> </tr> </table> | <b>Fair Housing Goal:</b> |
| <b>Fair Housing Goal:</b> |   |                           |

|  |   |
|--|---|
|  | <p><u>Describe fair housing strategies and actions to achieve the goal</u></p>                                  |
|  | <p><b>Fair Housing Goal:</b></p> <p><u>Describe fair housing strategies and actions to achieve the goal</u></p> |
|  | <p><b>Fair Housing Goal:</b></p> <p><u>Describe fair housing strategies and actions to achieve the goal</u></p> |

**Instructions for Preparation of Form HUD-50075-ST  
Annual PHA Plan for Standard and Troubled PHAs**

- A. **PHA Information.** All PHAs must complete this section. (24 CFR §903.4)
  - A.1 Include the full **PHA Name, PHA Code, PHA Type, PHA Fiscal Year Beginning (MM/YYYY), PHA Inventory, Number of Public Housing Units and or Housing Choice Vouchers (HCVs), PHA Plan Submission Type,** and the **Availability of Information,** specific location(s) of all information relevant to the public hearing and proposed PHA Plan. ([24 CFR §903.23\(4\)\(e\)](#))
  - PHA Consortia:** Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))
- B. **Plan Elements.** All PHAs must complete this section.

**B.1 Revision of Existing PHA Plan Elements.** PHAs must:

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

**Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR §5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. ([24 CFR §903.7\(a\)](#)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(2\)\(i\)](#)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#))

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

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

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

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

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

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

**Community Service and Self Sufficiency Programs.** Describe how the PHA will comply with the requirements of ([24 CFR §903.7\(l\)](#)). Provide a description of: **1)** Any programs relating to services and amenities provided or offered to assisted families; and **2)** Any policies or programs of the PHA for the enhancement of the economic and social self-sufficiency of assisted families, including programs subject to Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 135) and FSS. ([24 CFR §903.7\(l\)](#))

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

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

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

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

**Significant Amendment/Modification.** PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the ‘Sample PHA Plan Amendment’ found in Notice PIH-2012-32 REV-3, successor RAD Implementation Notices, or other RAD Notices.

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

PHAs must submit a Deconcentration Policy for Field Office review. For additional guidance on what a PHA must do to deconcentrate poverty in its development and comply with fair housing requirements, see [24 CFR 903.2](#). ([24 CFR §903.23\(b\)](#))

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

**HOPE VI or Choice Neighborhoods.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for HOPE VI or Choice Neighborhoods; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Hope VI or Choice Neighborhoods is a separate process. See guidance on HUD’s website at:

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph/hope6](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6). ([Notice PIH 2011-47](#))

**Mixed Finance Modernization or Development.** **1)** A description of any housing (including project number (if known) and unit count) for which the PHA will apply for Mixed Finance Modernization or Development; and **2)** A timetable for the submission of applications or proposals. The application and approval process for Mixed Finance Modernization or Development is a separate process. See guidance on HUD’s website at:

[https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/ph/hope6/mfph#4](https://www.hud.gov/program_offices/public_indian_housing/programs/ph/hope6/mfph#4)

**Demolition and/or Disposition.** With respect to public housing only, describe any public housing development(s), or portion of a public housing development projects, owned by the PHA and subject to ACCs (including project number and unit numbers [or addresses]), and the number of affected units along with their sizes and accessibility features) for which the PHA will apply or is currently pending for demolition or disposition approval under section 18 of the 1937 Act (42 U.S.C. 1437p); and **(2)** A timetable for the demolition or disposition. This statement must be submitted to the extent that approved and/or pending demolition and/or disposition has changed as described in the PHA’s last Annual and/or 5-Year PHA Plan submission. The application and approval process for demolition and/or disposition is a separate process. Approval of the PHA Plan does not constitute approval of these activities. See guidance on HUD’s website at: [http://www.hud.gov/offices/pih/centers/sac/demo\\_dispo/index.cfm](http://www.hud.gov/offices/pih/centers/sac/demo_dispo/index.cfm). ([24 CFR §903.7\(h\)](#))

**Designated Housing for Elderly and Disabled Families.** Describe any public housing projects owned, assisted or operated by the PHA (or portions thereof), in the upcoming fiscal year, that the PHA has continually operated as, has designated, or will apply for designation for occupancy by elderly and/or disabled families only. Include the following information: **1)** development name and number; **2)** designation type; **3)** application status; **4)** date the designation was approved, submitted, or planned for submission, **5)** the number of units affected and; **6)** expiration date of the designation of any HUD approved plan. **Note:** The application and approval process for such designations is separate from the PHA Plan process, and PHA Plan approval does not constitute HUD approval of any designation. ([24 CFR §903.7\(i\)\(C\)](#))

**Conversion of Public Housing under the Voluntary or Mandatory Conversion programs.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA is required to convert or plans to voluntarily convert to tenant-based assistance; **2)** An analysis of the projects or buildings required to be converted; and **3)** A statement of the amount of assistance received to be used for rental assistance or other housing assistance in connection with such conversion. See guidance on HUD’s website at:

<http://www.hud.gov/offices/pih/centers/sac/conversion.cfm>. ([24 CFR §903.7\(j\)](#))

**Conversion of Public Housing under the Rental Assistance Demonstration (RAD) program.** Describe any public housing building(s) (including project number and unit count) owned by the PHA that the PHA plans to voluntarily convert to Project-Based Rental Assistance or Project-Based Vouchers under RAD. See additional guidance on HUD’s website at: [Notice PIH 2012-32 REV-3, successor RAD Implementation Notices, and other RAD notices](#).

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

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

**Non-Smoking Policies.** The PHA may implement non-smoking policies in its public housing program and incorporate this into its PHA Plan statement of operation and management and the rules and standards that will apply to its projects. See additional guidance on HUD’s website at: [Notice PIH 2009-21 and Notice PIH-2017-03](#). ([24 CFR §903.7\(e\)](#))

**Project-Based Vouchers.** Describe any plans to use Housing Choice Vouchers (HCVs) for new project-based vouchers, which must comply with PBV goals, civil rights requirements, Housing Quality Standards (HQS) and deconcentration standards, as stated in 983.57(b)(1) and set forth in the PHA Plan

statement of deconcentration and other policies that govern eligibility, selection, and admissions. If using project-based vouchers, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan (24 CFR §903.7(b)).

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

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

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

**B.3 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.7(r)(1))

**B.4 Capital Improvements.** PHAs that receive funding from the Capital Fund Program (CFP) must complete this section (24 CFR §903.7(g)). To comply with this requirement, the PHA must reference the most recent HUD approved Capital Fund 5 Year Action Plan in EPIC and the date that it was approved. PHAs can reference the form by including the following language in the Capital Improvement section of the appropriate Annual or Streamlined PHA Plan Template: "See Capital Fund 5 Year Action Plan in EPIC approved by HUD on XX/XX/XXXX."

**B.5 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

#### C. Other Document and/or Certification Requirements.

**C.1 Resident Advisory Board (RAB) comments.** If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

**C.2 Certification by State of Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

**C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan.** Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154 or 24 CFR 5.160(a)(3) as applicable; (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations, impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

**C.4 Challenged Elements.** If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

**C.5 Troubled PHA.** If the PHA is designated troubled, and has a current MOA, improvement plan, or recovery plan in place, mark "yes," and describe that plan. Include dates in the description and most recent revisions of these documents as attachments. If the PHA is troubled, but does not have any of these items, mark "no." If the PHA is not troubled, mark "N/A." (24 CFR §903.9)

#### D. Affirmatively Furthering Fair Housing (AFFH).

**D.1 Affirmatively Furthering Fair Housing.** The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) ... Strategies and actions must affirmatively further fair housing ...." Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.



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

Public reporting burden for this information collection is estimated to average 7.52 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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Changes to the listing of the number of units by development.

There was a change in the number of units for AMP 407. AMP 407 previously contained the developments of Hulum Homes, Jones Gardens and Marble Manor. The total number of units respectively are 59, 90 and 235, totaling 384 units. Hulum Homes has converted to a RAD property; therefore AMP 407 consist solely of Jones Gardens and Marble Manor. The total remaining number of units in AMP 407 is 325.

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TAB 5

## Strategy for Addressing Housing Needs

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

### **(1) Strategies:**

#### **Need: Shortage of affordable housing for all eligible populations**

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

- Employ effective maintenance and management policies to minimize the number of public housing units off-line
- Reduce turnover time for vacated public housing units
- Reduce time to renovate public housing units
- Seek replacement of public housing units lost to the inventory through mixed finance development
- Seek replacement of public housing units lost to the inventory through section 8 replacement housing resources
- Maintain or increase section 8 lease-up rates by establishing payment standards that will enable families to rent throughout the jurisdiction
- Undertake measures to ensure access to affordable housing among families assisted by the PHA, regardless of unit size required
- Maintain or increase section 8 lease-up rates by marketing the program to owners, particularly those outside of areas of minority and poverty concentration
- Maintain or increase section 8 lease-up rates by effectively screening Section 8 applicants to increase owner acceptance of program
- Participate in the Consolidated Plan development process to ensure coordination with broader community strategies
- Develop HUD FY22 Choice Neighborhood Initiative Transformation Plan with the City of Las Vegas and Neighborhood Partners for the Historic Westside with the opportunity to receive an Implementation Plan and funding to create a Master Planned Community on the Marble Manor site. Continuing to support the City of Las Vegas and Community Partners/Stakeholders HUNDRED Plan in Action strategy sessions to address increasing public and affordable housing in conjunction with the Historic Westside Development plans
- **Continue working with Brinshore Development to begin Phase I of Marble Manor Master Development Strategy**
- Utilize State of Nevada HOME Means Nevada and Clark County Community Housing Funds to develop new affordable housing and preserve aging affordable housing.

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

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

## Strategy for Addressing Housing Needs

- **Continue partnerships with Partner** with developers in Southern Nevada by providing project based vouchers to build affordable and supportive housing

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

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

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

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

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

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

### **Need: Specific Family Types: The Elderly**

#### **Strategy 1: Target available assistance to the elderly:**

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

### **Need: Specific Family Types: Families with Disabilities, **Special Needs & Youth Aging Out of Foster Care****

#### **Strategy 1: Target available assistance to Families with Disabilities:**

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

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

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

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

#### **Strategy 2: Conduct activities to affirmatively further fair housing**

- Counsel section 8 tenants as to location of units outside of areas of poverty or minority concentration and assist them to locate those units
- Market the section 8 program to owners outside of areas of poverty /minority concentrations

## *Strategy for Addressing Housing Needs*

- Develop marketing tools such as flyers and brochures to educate eligible applicants of available programs and resources.
- Participate in community activities that are likely to be attended by a person who is LEP and minorities to promote programs and services.
- Develop a strong Public relations system which may include radio and television appearances.

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

**(2) Reasons for Selecting Strategies**

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

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

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

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

*Strategy for Addressing Housing Needs*



## Census Tract for Public Housing

| Property                   | Address                  | City      | State | Zip   | Census Tract |
|----------------------------|--------------------------|-----------|-------|-------|--------------|
| Hampton Court              | 1030 Center St           | Henderson | NV    | 89015 | 0054.21      |
| Schaffer Heights           | 2901 Schaffer Cir        | Las Vegas | NV    | 89121 | 0018.03      |
| Jones Gardens              | 1750 Marion Dr           | Las Vegas | NV    | 89115 | 0047.09      |
| Scattered Sites            | VARIES                   | Las Vegas | NV    | 89110 | VARIES       |
| Simmons Manor              | 5385 Austin John Court   | Las Vegas | NV    | 89122 | 0050.05      |
| Marble Manor               | 800 McWilliams           | Las Vegas | NV    | 89106 | 0003.02      |
| Ernie Cragin Terrace       | VARIES                   | Las Vegas | NV    | 89101 | 0004.03      |
| Harry Levy Gardens         | 2525 W. Washington       | Las Vegas | NV    | 89106 | 0002.01      |
| Sherman Gardens            | 1701 J St                | Las Vegas | NV    | 89106 | 0003.02      |
| Villa Capri                | 1801 J St                | Las Vegas | NV    | 89106 | 0003.02      |
| Arthur Sartini Plaza       | 900 S. Brush St          | Las Vegas | NV    | 89107 | 0001.07      |
| Vera Johnson Manor A       | 1200 E Harris            | Las Vegas | NV    | 89101 | 0004.02      |
| Arthur Sartini Plaza Annex | 5200 Alpine Pl           | Las Vegas | NV    | 89107 | 0001.07      |
| Aida Brents Gardens        | 2120 Vegas Drive         | Las Vegas | NV    | 89106 | 0034.30      |
| Marble Manor Annex         | 1612 Martin L. King Blvd | Las Vegas | NV    | 89106 | 0003.02      |
| Otto Merida Desert Villas  | 50 N. Honolulu Street    | Las Vegas | NV    | 89110 | 0005.18      |
| Sherman Gardens Annex      | 909 Doolittle Ave        | Las Vegas | NV    | 89106 | 0003.02      |
| Wardelle Street Townhouses | 700 Wardelle Street      | Las Vegas | NV    | 89101 | 0005.24      |

## Average Income for Public Housing

| <b>Property</b>            | <b>Address</b>           | <b>City</b> | <b>State</b> | <b>Zip</b> | <b>Average Income</b> |
|----------------------------|--------------------------|-------------|--------------|------------|-----------------------|
| Hampton Court              | 1030 Center St           | Henderson   | NV           | 89015      | \$14,719              |
| Schaffer Heights           | 2901 Schaffer Cir        | Las Vegas   | NV           | 89121      | \$14,227              |
| Jones Gardens              | 1750 Marion Dr           | Las Vegas   | NV           | 89115      | \$19,181              |
| Scattered Sites            | VARIES                   | Las Vegas   | NV           | 89110      | \$22,586              |
| Simmons Manor              | 5385 Austin John Court   | Las Vegas   | NV           | 89122      | \$20,327              |
| Marble Manor               | 800 McWilliams           | Las Vegas   | NV           | 89106      | \$16,257              |
| Ernie Cragin Terrace       | VARIES                   | Las Vegas   | NV           | 89101      | \$17,392              |
| Harry Levy Gardens         | 2525 W. Washington       | Las Vegas   | NV           | 89106      | \$13,171              |
| Sherman Gardens            | 1701 J St                | Las Vegas   | NV           | 89106      | \$13,714              |
| Villa Capri                | 1801 J St                | Las Vegas   | NV           | 89106      | \$16,726              |
| Arthur Sartini Plaza       | 900 S. Brush St          | Las Vegas   | NV           | 89107      | \$14,549              |
| Vera Johnson Manor A       | 1200 E Harris            | Las Vegas   | NV           | 89101      | \$16,878              |
| Arthur Sartini Plaza Annex | 5200 Alpine Pl           | Las Vegas   | NV           | 89107      | \$15,239              |
| Aida Brents Gardens        | 2120 Vegas Drive         | Las Vegas   | NV           | 89106      | \$16,990              |
| Marble Manor Annex         | 1612 Martin L. King Blvd | Las Vegas   | NV           | 89106      | \$24,473              |
| Otto Merida Desert Villas  | 50 N. Honolulu Street    | Las Vegas   | NV           | 89110      | \$21,004              |
| Sherman Gardens Annex      | 909 Doolittle Ave        | Las Vegas   | NV           | 89106      | \$19,896              |
| Wardelle Street Townhouses | 700 Wardelle Street      | Las Vegas   | NV           | 89101      | \$13,399              |

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**TAB 6**

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

### (vi) Deconcentration and Income Mixing

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

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

- Additional affirmative marketing
  - Actions to improve the marketability of certain developments
- f. Based on the results of the required analysis, the SNRHA will make special efforts to attract or retain higher-income families in the following developments:
    - Sherman Gardens AMP 408 (NV 214)
    - ~~Villa Capri AMP 408 (NV 215)~~
    - ~~Marble Manor Annex AMP 407 (NV 203b)~~
    - Hampton Court AMP 404 (NV 1305)
    - ~~Hullum Homes AMP 407 (NV 1307)~~
    - ~~Jones Gardens AMP 407 (NV 1310)~~
    - **Wardelle AMP 414**
    - **Harry Levy Gardens AMP 403 (NV 208)**
    - **Schaffer Heights AMP 404 (NV 1309)**
    - **Arthur Sartini Plaza AMP 402 (NV 221)**
  - g. Based on the results of the required analysis, SNRHA will make special efforts to assure access for lower-income families for the following developments:
    - AMP 408 (NV214 & NV215), AMP 407 (NV203b), AMP 412 (NV222a), AMP 404 (NV1305), AMP 407 (NV1307), & AMP 407 (NV1310)

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TAB 7

**Financial Resources**

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

| <b>Financial Resources:<br/>Planned Sources and Uses</b>                              |                   |                           |
|---|-------------------|---------------------------|
| <b>Sources</b>  | <b>Planned \$</b> | <b>Planned Uses</b>       |
| <b>1. Federal Grants (FY2023)</b>   |                   |                           |
| a) Public Housing Operating Fund  | \$11,779,428      | Estimated for 2024        |
| b) Public Housing Capital Fund  | \$6,317,468       | 2023 Allocation           |
| c) HOPE VI Revitalization   | \$450,000         | Marble Manor CNI planning |
| d) HOPE VI Demolition   |                   |                           |
| e) Annual Contributions for Section 8 Tenant-Based Assistance                         | \$155,109,077     | Estimated for 2024        |
| f) Public Housing Drug Elimination Program (including any Technical Assistance funds) |                   |                           |
| g) Resident Opportunity and Self-Sufficiency Grants                                   | \$1,234,754       |                           |
| h) Community Development Block Grant  |                   |                           |
| i) HOME   |                   |                           |
| Other Federal Grants (list below)   |                   |                           |
| FFY22 – CFP NV01P018501-22  | \$6,002,293       | Revised 2022 Allocation   |
| FFY21 – CFP NV01P018501-21  | \$4,861,460       | Revised 2021 Allocation   |
| FFY20 – CFP NV01P018501-20  | \$4,615,860       | Revised 2020 Allocation   |
| FFY19 – CFP NV01P018501-19  | \$4,703,273       | 2019 Allocation           |
|   |                   |                           |
|   |                   |                           |
|   |                   |                           |
| <b>2. Prior Year Federal Grants (unobligated funds only) (list below)</b>             |                   |                           |
|   |                   |                           |
| <b>3. Public Housing Dwelling Rental Income</b>                                       | \$6,511,900       |                           |
|   |                   |                           |
| <b>4. Other income (list below)</b>   |                   |                           |
| Interest on general fund investments  | \$202,300         |                           |
| Non-dwelling rental income  | \$794,663         |                           |
| Other Income  | \$1,407,970       |                           |
| Management Fee (internal)   | \$7,293,910       |                           |



**Financial Resources**

| <b>Financial Resources:<br/>Planned Sources and Uses</b> |                      |   |
|--|----------------------|---|
| <b>Sources</b>   | <b>Planned \$</b>    | <b>Planned Uses</b>   |
| <b>5. Non-federal sources</b> (list below)               |                      |   |
| Housing Choice Voucher Pre-2003                          | \$2,214,360          | Any housing-related resources   |
| Disposition Proceed/Developer Fees                       | <b>\$11,743,995</b>  | Proceed from the sale of PHA units and development fees to be used for the development of new and preservation of PHA units |
| <b>Revised Total Resources</b>                           |                      |   |
|  | <b>\$225,242,711</b> | Operations, Resident Programs and Capital Needs and Replacement Housing   |

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**

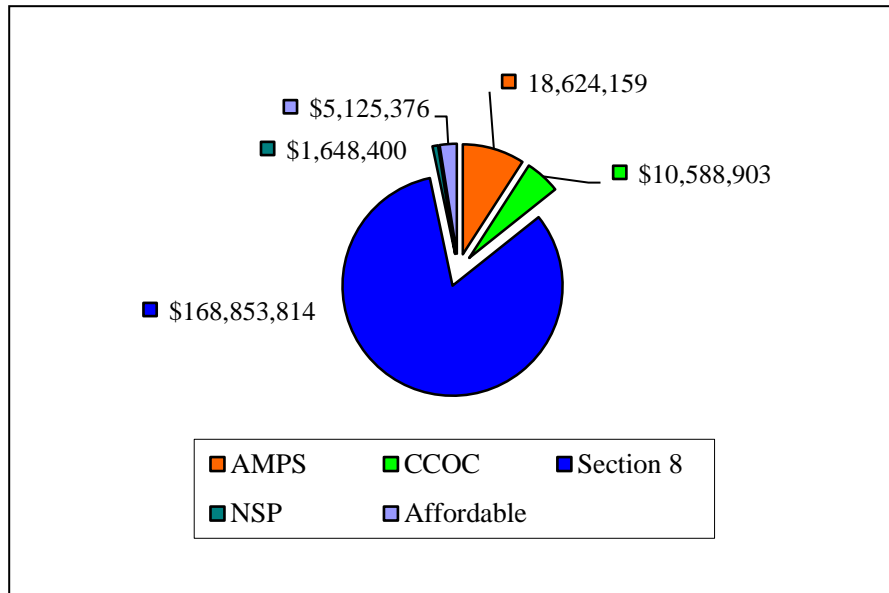
**Assessment of Financial Resources**

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

- FY 2024 Public Housing Operating Budget (FYE 09/30/24)
- FY 2024 Central Office Cost Center (FYE 09/30/23)
- FY 2024 Housing Choice Voucher Program Budget (FYE 09/30/24)
- FY 2024 Affordable Housing Budget (FYE 09/30/24)
- FY 2024 Neighborhood Stabilization Program (FYE 09/30/24)
- FFY 2024 Capital Fund Program Budget

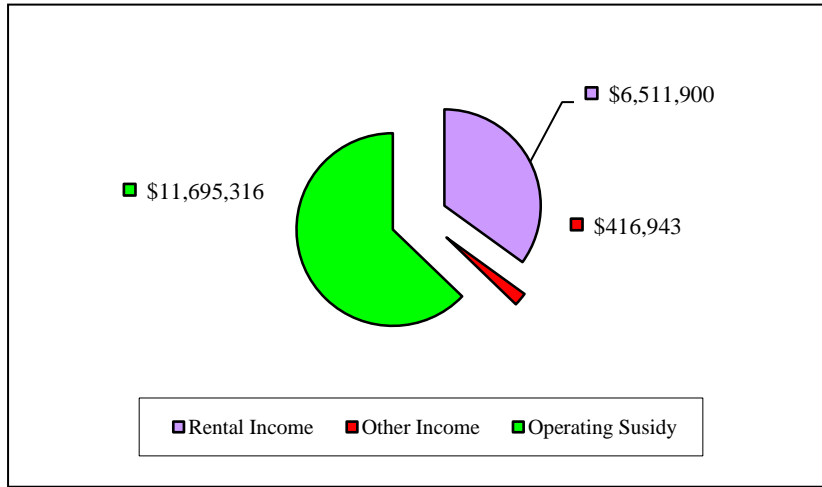
The following charts summarize the financial health of the Authority. Generally, operating funds are for the current fiscal year (PHA FYE 09/30/24) and special revenue funds are for the current federal fiscal year. The PHA is assuming that operating revenue for FY 2024 will remain constant.

**SUMMARY OF INCOME – AGENCY-WIDE  
FISCAL YEAR ENDING SEPTEMBER 30, 2024**



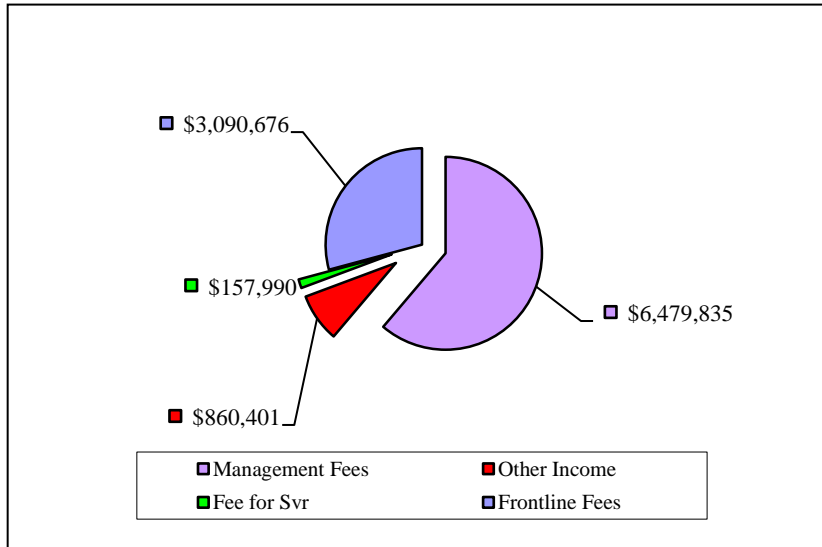
Based on FY 2024, operating budgets total \$204,908,731. The Low-Income Public Housing Program Asset Management Projects (AMPS) account for 9% and the Central Office Cost Center account for 5%, the Housing Choice Voucher Program accounts for 82%, the Affordable Housing Program accounts for 3%, and the Neighborhood Stabilization Program accounts for 1% of the agency’s operating revenue. Sources of income for each program are detailed in the following charts and are based on FY 2024 program budgets.

**BREAKDOWN OF INCOME SOURCES – LOW RENT PUBLIC HOUSING PROGRAM - AMPS  
FISCAL YEAR ENDING SEPTEMBER 30, 2024**



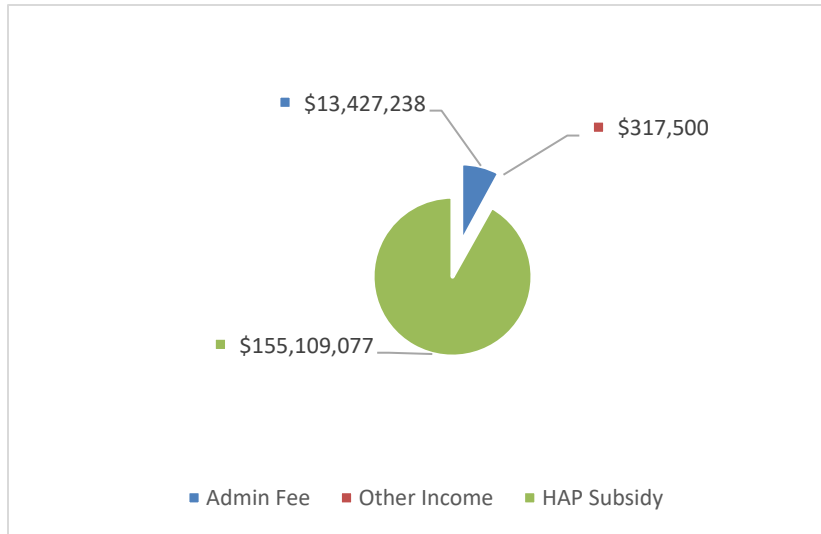
Rental Income represents 35% of total LIPH receipts, Other Income (Includes amount from Interest for Other Programs) represents 2% of total LIPH receipts, and Operating Subsidy from HUD represents 63% of total LIPH –AMPS receipts.

**BREAKDOWN OF INCOME SOURCES – CENTRAL OFFICE COST CENTER (CCOC)  
FISCAL YEAR ENDING SEPTEMBER 30, 2024**



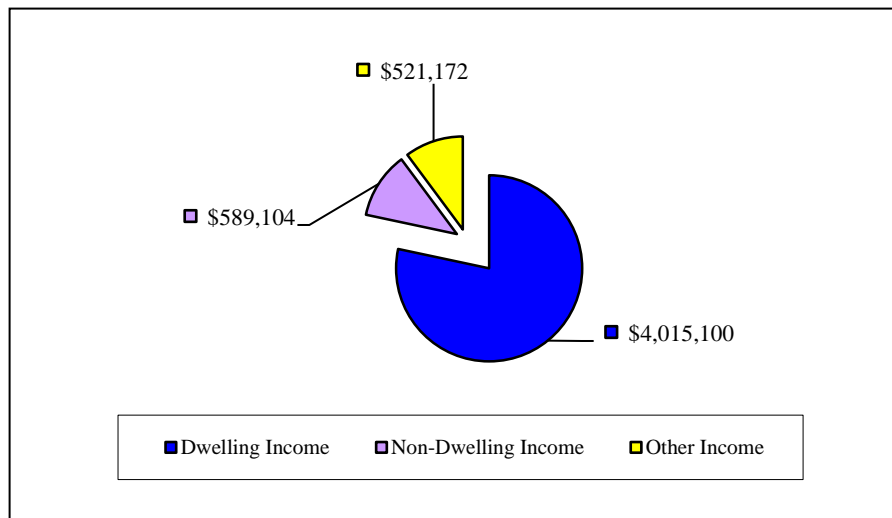
Management Fees Income represents 61% of total Central Office Cost Center (CCOC) receipt, Other Income (includes interest income and other income) represents 8% of total CCOC receipts, Fee for Service income totals 2%, and Frontline income represents 29% of total CCOC receipts.

**BREAKDOWN OF INCOME SOURCES – HOUSING CHOICE VOUCHER PROGRAM  
FISCAL YEAR ENDING SEPTEMBER 30, 2024**



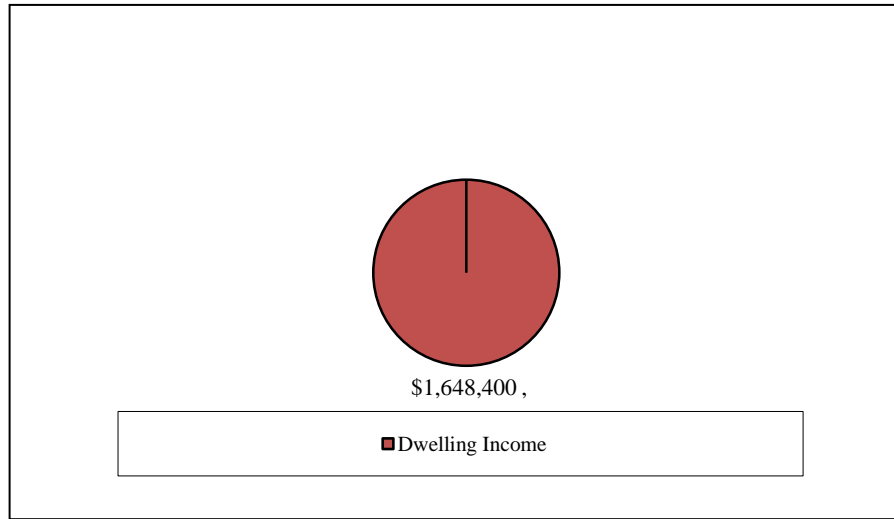
Administrative Fees represent 8% of total Housing Choice Voucher Program receipts, Other Income represents less than 1% of total Housing Choice Voucher receipts, and HAP Subsidy from HUD represents 91% of total Housing Choice Voucher Program receipts.

**BREAKDOWN OF INCOME SOURCES – AFFORDABLE HOUSING PROGRAM  
FISCAL YEAR ENDING SEPTEMBER 30, 2024**



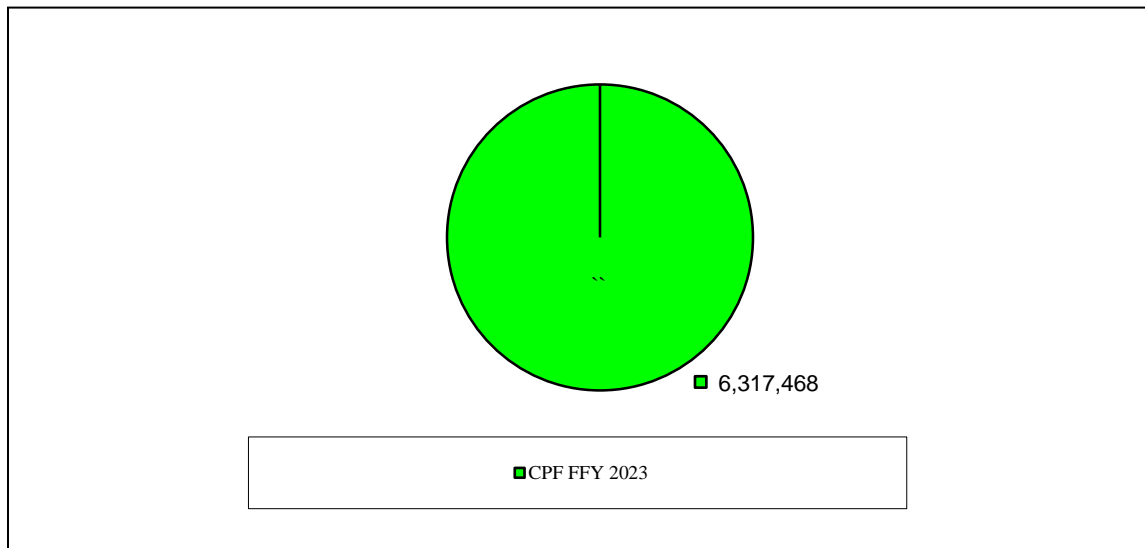
Dwelling Income represents 78% of total Affordable Housing receipts, Non-Dwelling Income represents 11% of total Affordable Housing receipts, and Other Income represents 11% of total Affordable Housing receipts.

**BREAKDOWN OF INCOME SOURCES – NEIGHBORHOOD STABILIZATION PROGRAM  
FISCAL YEAR ENDING SEPTEMBER 30, 2024**



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

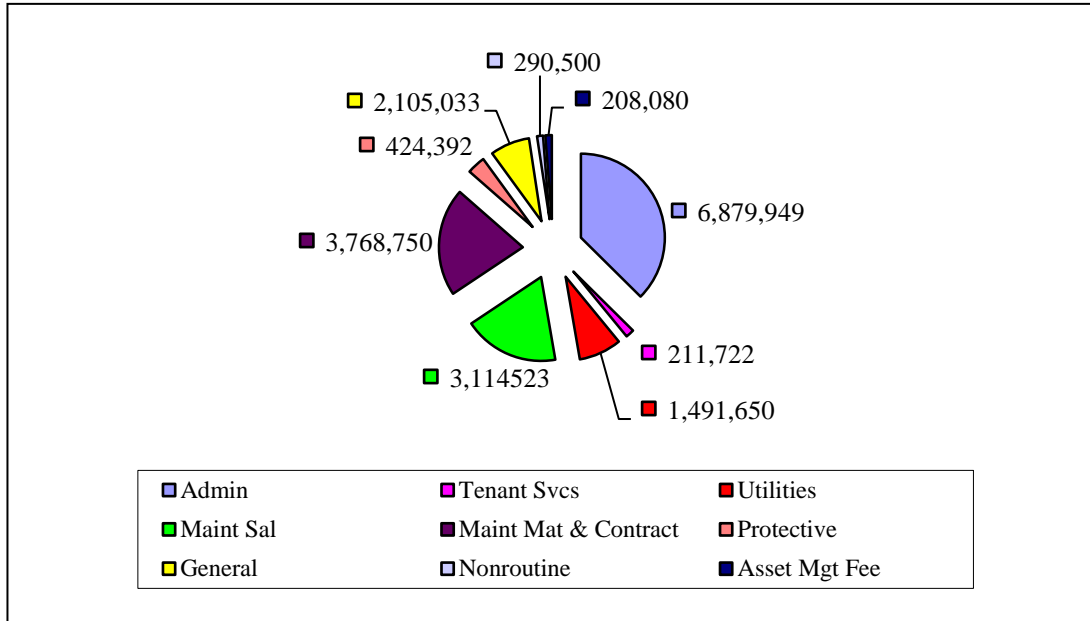
**INCOME FROM SPECIAL REVENUE FUNDS**



All special revenue funds are from HUD FFY 2023 and are awarded during the PHA’s FY 2023 based on budgets submitted with this plan. Of special revenue funds, the Capital Fund Program represents 100% of funding. Total special revenue funds are \$6,317,468 resulting in total agency income for FY 2024 of \$211,158,120.

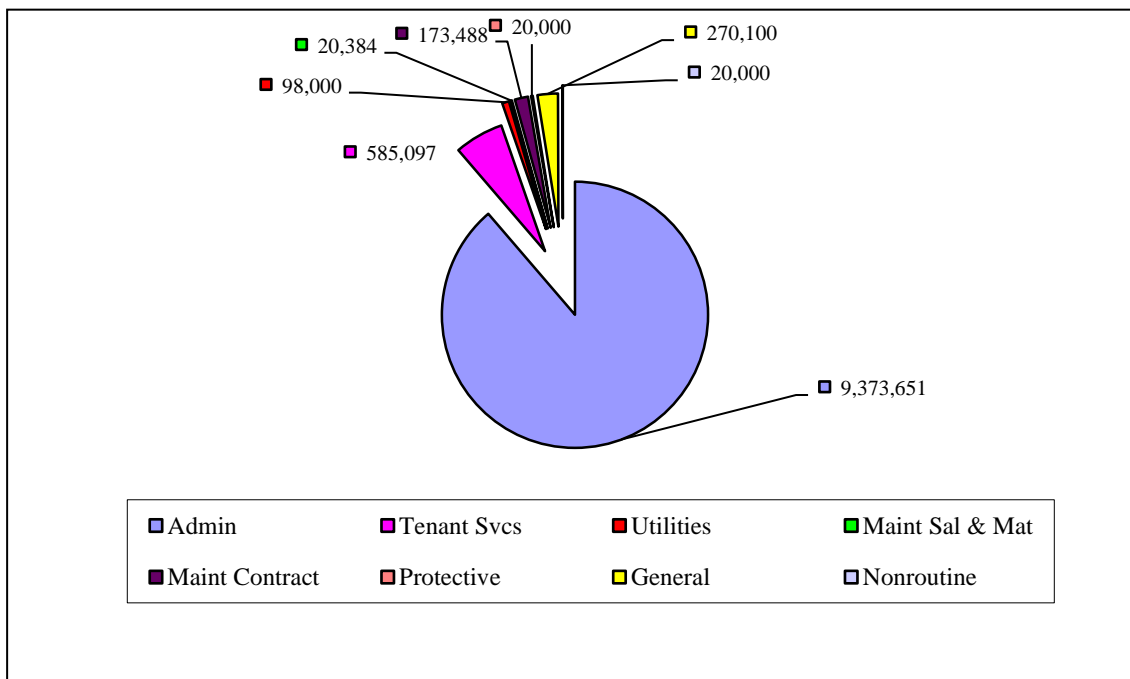
## Estimated Expenditures – Public Housing Program-AMPS

FISCAL YEAR ENDING SEPTEMBER 30, 2024



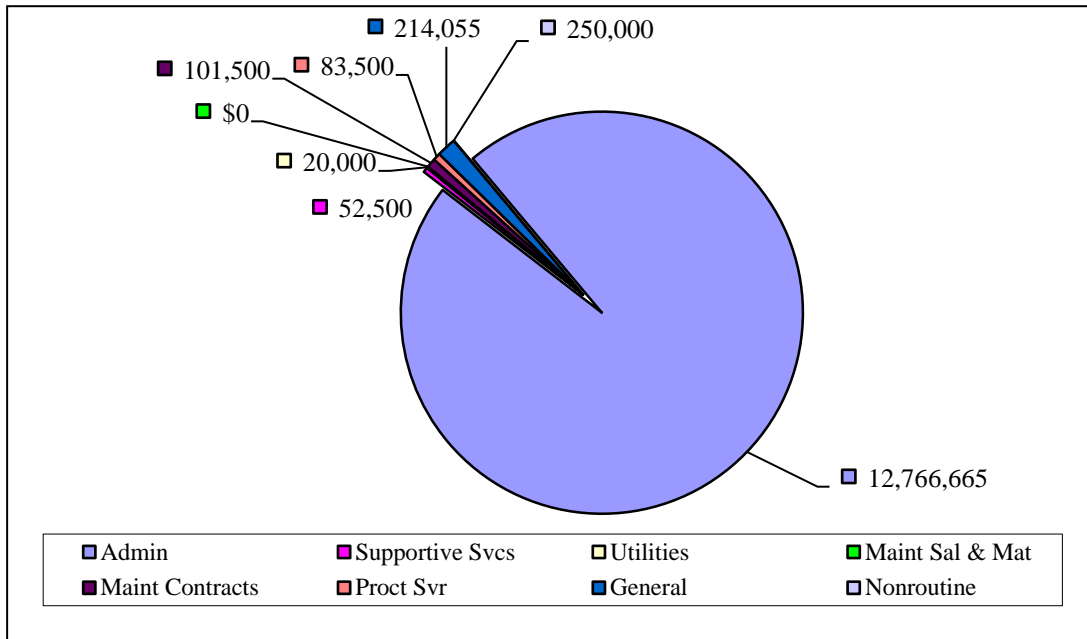
## Estimated Expenditures – Central Office Cost Center-COCC

FISCAL YEAR ENDING SEPTEMBER 30, 2024



## Estimated Expenditures – Housing Choice Voucher Program

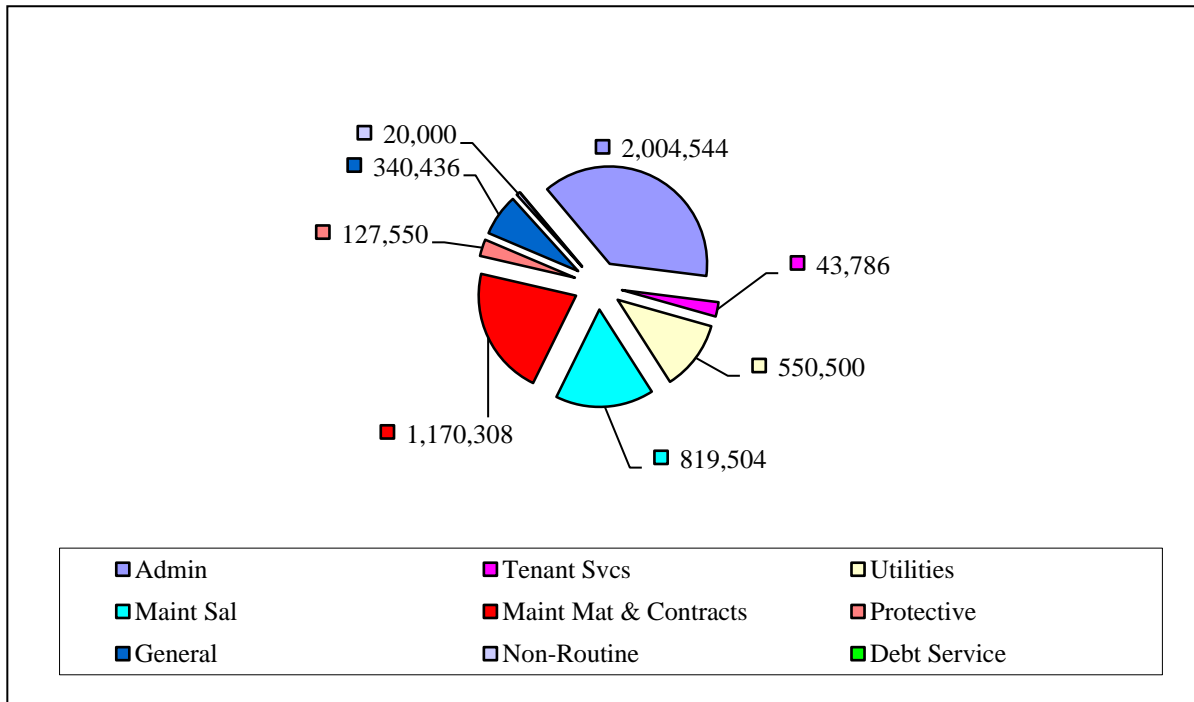
FISCAL YEAR ENDING SEPTEMBER 30, 2024



The above Housing Choice Voucher program expenditures do not include \$155,109,077 in HAP Payments.

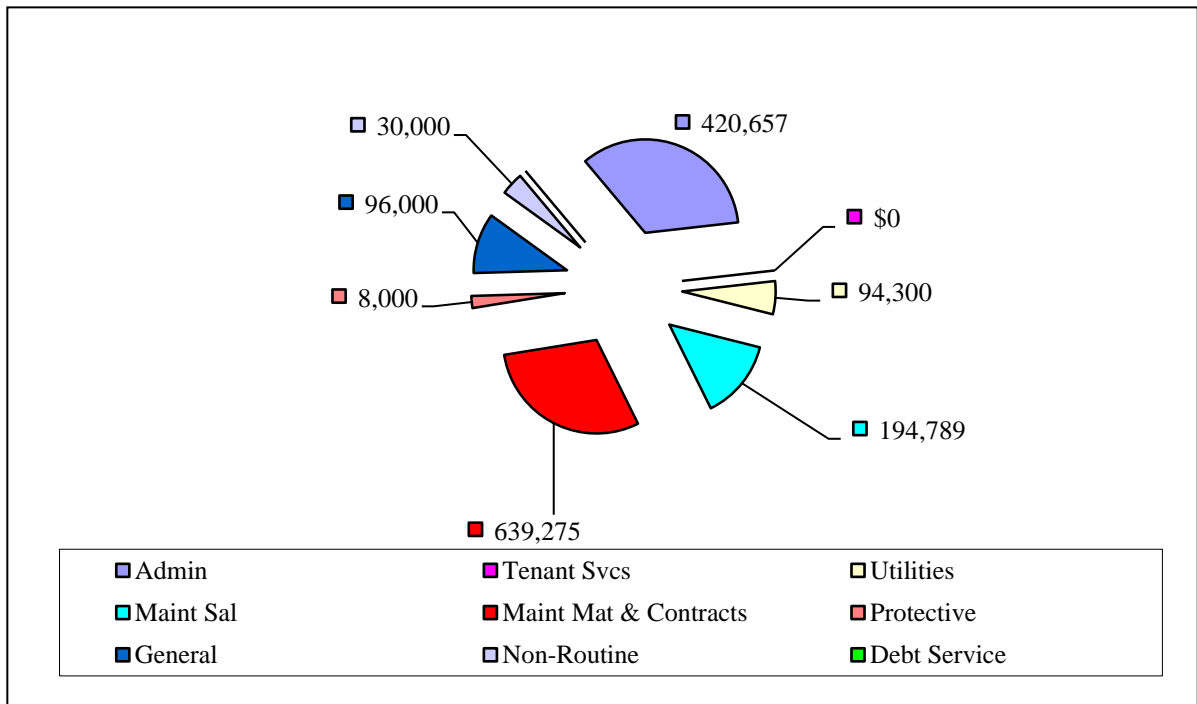
## Estimated Expenditures – Affordable Housing Program

FISCAL YEAR ENDING SEPTEMBER 30, 2024



The above Affordable Housing expenditures are based on the FY 2024 budget.

**Estimated Expenditures – NEIGHBORHOOD STABILIZATION Program**  
**FISCAL YEAR ENDING SEPTEMBER 30, 2024**



The above Neighborhood Stabilization Program expenditures are based on the FY 2024 budget.



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TAB 8

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**TAB A**

# FY2024 ANNUAL PLAN REVISIONS

April 19, 2024

Southern Nevada Regional Housing Authority

Document:  Administrative Plan (HP)

ACOP (PH)

Other

| Chapter | Page     | Section                                  | Add (A)<br>Delete (D)<br>Change (C) | Proposed Language  | (x) if proposed change requires training |
|---------|----------|--|-------------------------------------|--|--|
| 00      | Intro-ii | HUD HCV Guidebook                        | A                                   | Implements language from sections 102 &104 of the Housing Through Modernization Act of 2016 (HOTMA) and NSPIRE |  |
| 1       | 1-2      | SNRHA Mission                            | C                                   | Changed to match mission statement in SNRHA Plan   |  |
| 2       | 2-5      | Discrimination Complaints                | C                                   | Changed policy to require SNRHA to investigate discrimination complaints within 10 days                        |  |
| 2       | 2-6      | Complaints under Equal Access            | A                                   | Added policy to review complaints based on gender identity or sexual orientation within 10 days                |  |
| 2       | 2-6      | VAWA Compliant Processing                | A                                   | Added policy on review and responding to complaints regarding VAWA; tenant has one year to file complaint      |  |
| 2       | 2-9      | Fair Housing and Equal Opportunity       | D                                   | Using a reasonable accommodation request form  |  |
| 3       | 3-3      | Family and Household                     | C                                   | Changed definition of family per FR Notice 2/14/23 to include displaced person or youth leaving foster care.   |  |
| 3       | All      | VAWA definition                          | A                                   | Updated VAWA definition to include human trafficking throughout Plan   |  |
| 3       | 3-7      | Guests                                   | C                                   | Extended length of guest time from 60 days to 90 cumulative calendar days                                      |  |
| 3       | 3-8      | Foster Children and Foster Adults        | C                                   | HOTMA -Udated definition of foster children and foster adult per regulation 24 CFR 5.603                       |  |
| 3       | 3-11     | Live-In Aid                              | C                                   | Amended language on live-in aides to remove “qualification” requirements                                       |  |
| 3       | 3-16     | Family Consent to Release of Information | A                                   | HOTMA-Added policy that family revocation of consent will result in termination from the program               |  |
| 3       | 3-23     | Debts Owed to SNRHAs and Terminations    | A                                   | Added required language on debts owed form (HUD-52675)   |  |

# FY2024 ANNUAL PLAN REVISIONS

April 19, 2024

Southern Nevada Regional Housing Authority

Document:  Administrative Plan (HP)

ACOP (PH)

Other

| Chapter | Page         | Section                                     | Add (A)<br>Delete<br>(D)<br>Change<br>(C) | Proposed Language   | (x) if<br>proposed<br>change<br>requires<br>training |
|---------|--------------|---|---|---|--|
| 3       | 3-39         | Criteria for Deciding to Deny Assistance    | D   | Removed applicant screening of misdemeanor convictions within one year, except “gross misdemeanor convictions within one year; Removed actively on parole to “violation of parole or probation applicant will be denied assistance.”  |  |
| 3       | 3-27         | Restriction on assistance based on Assets   | A   | HOTMA-Added language that restricts assistance if family owned a home or assets exceed \$100,000  |  |
| 4       | 4-7          | Organization of the Waiting List            | A   | Added language that PBV and RAD will have project based waiting lists   |  |
| 4       | 4-8          | Reopening the Waiting List                  | D   | Revised media outlets to be current, added website and removed stakeholder notifications from policy but will continue to notify partners agencies in process/procedure when waiting list is opened.  |  |
| 4       | 4-15         | Local Preferences                           | A   | Added preference for Victims of Domestic Violence (5 points)  |  |
| 5       | 5-14         | Subsidy Standards                           | C   | Changed to 2 heartbeats per bedroom; HOH and spouse will be assigned separate bedroom   |  |
| 5       | 5-18         | Extension of Voucher Term                   | C   | Amended language for extensions due to reasonable accommodations  |  |
| 6       | All          | Income and Subsidy Determinations           | C   | HOTMA – Added imputed asset limits of \$50,000, changed definitions of annual income, policy on permissive deductions, removed EID statutory requirements and added sunset on 1/1/2026 of EID, added additional exclusions from annual income, necessary and non-necessary personal property definitions. |  |
| 6       | 6-33 to 6-34 | Nonrecurring Income                         | A   | HOTMA – Added regulatory language on nonrecurring income  |  |
| 6       | 6-36         | State Payments and Civil Rights Settlements | A   | HOTMA – Added regulatory language on state payments that allow persons with disabilities to live at home and treatment of civil rights settlements or judgements.   |  |
| 6       | 6-46 to 6-57 | Assets                                      | A   | HOTMA – Added new regulatory language on necessary and non-necessary personal property; treatment of trusts, imputed income of assets over \$50,000; life-insurance policies, tax refunds   |  |
| 6       | 6-58 to 6-74 | Deductions                                  | A   | HOTMA – Changed definition of elderly deduction and how annual deductions will be calculated; amended health and medical care expenses deduction and definitions and added policy on hardship exemptions  |  |

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| Chapter | Page           | Section   | Add (A)<br>Delete (D)<br>Change (C) | Proposed Language   | (x) if proposed change requires training |
|---------|----------------|---|-------------------------------------|---|--|
| 6       | 6-81           | Changes in Payment Standards  | C                                   | Amended language to allow in-place families to keep higher payment standard if there is a decrease in payment standard as long as there is not household composition change or the tenant does not move | X  |
| 6       | 6-69           | Utility Allowances – Reasonable Accommodation and Individual Relief | A                                   | Added policy on increasing utility allowance as a reasonable accommodation or for individual relief; added policy that PBV units may have utility allowance updated in contract anniversary date.       |  |
| 7       | 7-1 to 7-3     | Consent Forms   | A                                   | HOTMA – Added language on who must sign consent forms and penalties for revocation of consent.  |  |
| 7       | 7-4 to 7-7     | Use of Other Programs Income Determination                          | A                                   | HOTMA – Added language on use of means-tested federal public assistance to be used to determine income  |  |
| 7       | 7-8 to 7-20    | Streamlined Income and Verification Hierarchy                       | A                                   | HOTMA – Added language on streamlined recertification and verification hierarchy changes including Self-certification + EIV   |  |
| 7       | 7-33 to 7-35   | Verification of Preferences   | A                                   | Added preference for VAWA and clarified verification of preference requirements   |  |
| 7       | 7-42           | Self-Certification of Real Property                                 | A                                   | HOTMA – Added language on self certification of real property   |  |
| 7       | 7-51           | Health and Medical Care Expense Deduction                           | A                                   | HOTMA – Added required language on verification of health and medical care expense deduction and disability assistance expenses   |  |
| 8       | Entire Chapter | National Standards for the Physical                                 | C                                   | NSPIRE – Language and policies added per Notice PIH 2023-28 for NSPIRE requirements. Modifies inspectable areas, affirmative habitability requirements, modifies additional local requirements          |  |

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|---------|---------------|--|-------------------------------------|--|--|
|         |               | Inspection of Real Estate                            |                                     |  |  |
| 8       | 8-6           | Additional SNRHA Local Requirements                  | A                                   | Added policy on bedrooms, refrigerators, empty/untreated swimming pools.   |  |
| 8       | 8-6 to 8-7    | Life-Threatening Deficiencies                        | C                                   | Modified life-threatening deficiencies to include new NSPIRE requirements per Notice PIH 2023  |  |
| 8       | 8-13 to 8-14  | Remote Video Inspections                             | A                                   | Added language to utilize RVI inspections  |  |
| 8       | 8-16 to 8-17  | Initial Inspections                                  | A                                   | Added the ability to allow family to move into unit that fails initial inspection as long as there are no life-threatening issues.   |  |
| 8       | 8-18          | Inspection Results and Reinspections                 | C                                   | Allows SNRHA to rely on alternative inspections conducted by LIHTC and HOME  |  |
| 8       | 8-23          | Reinspections  | C                                   | SNRHA may accept self-certification for reinspections as long as the deficiency is non-life threatening  |  |
| 10      | 10-17         | Briefing   | C                                   | SNRHA will not require a briefing for incoming ports   |  |
| 11      | 11-3 to 11-5  | Scheduling and Conducting Reexaminations             | C                                   | Added policy that SNRHA will conduct recertifications online using Rent Café or by mail  |  |
| 11      | 11-9 to 11-14 | Interims   | C                                   | HOTMA – Added language on processing only interims that go up or down 10% or more.   |  |
| 11      | 11-23         | Non-Interim Reexamination Transactions               | A                                   | HOTMA – Added language on non-interim reexamination transactions and examples  |  |
| 12      | 12-10         | Mandatory Policies and other Authorized Terminations | C                                   | Removed termination for misdemeanor convictions within one year, except “gross misdemeanor convictions within one year; Removed actively on parole to “violation of parole or probation may be grounds for termination.” |  |
| 13      | 13-24         | Foreclosures   | C                                   | Used NMA model language from PIH Notice 2010-49 for foreclosures   |  |



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|---------|-------------------|--|---|--|--|
| 14      | 14-12             | De Minimis Errors                          | A   | HOTMA – Added language that PHA will not be out of compliance if the income error is less than \$30 per month or \$360 per year.   |  |
| 15      | 15-1              | Special Housing Types                      | C   | Amended policy to allow manufactured homes and homeownership; allow VASH to use special housing types  |  |
| 15      | 15-21 to<br>15-38 | Homeownership                              | A   | Added policies governing homeownership program   |  |
| 16      | 16-7              | Voluntary Use of SAFMRs                    | C   | Added policy for using SAFMRs for the establishment of exception payment standard areas  |  |
| 16      | 16-11/12          | Informal Hearings                          | A   | Added language that hearing requests for rent reviews will be reviewed by a supervisor within 5 days before being forwarded to the Hearing Officer.  |  |
| 16      | 16-11 to<br>16-30 | Informal Reviews and Hearings              | C   | Replaced “grievance policy” with informal reviews and hearings in accordance with the HCV regulations;   |  |
| 16      | 16-33             | Informal Hearing Provisions for Applicants | C   | Added language that documents for informal reviews and hearings will be provided electronically whenever possible and at no charge; No change to existing policy on charges for copies of documents. |  |
| 16      | 16-37             | Repayment Agreements                       | C   | Changed policy on term of repayment agreements based on amount owed; HOH and spouse must sign repayment agreement  |  |
| 16      | 16-49 to<br>16-80 | Violence Against Women Act                 | C   | Updated VAWA notification requirements, terms and definitions and forms based on PIH 2022-06, PIH 2022-22, PIH 2022-24   |  |
| 17      | ALL               | PBV  | *   | Minor changes to update regulatory guidance references and VAWA language to add “human trafficking”  |  |
| 18      | ALL               | RAD PBV                                    | *   | No changes   |  |
| 19      | All               | Special Purpose Vouchers                   | A   | New chapter covering special rules and regulations for FUP, FYI, VASH, Mainstream, NED and Stability Vouchers (SV)   |  |
| 20      | All               | FSS Action Plan                            | A   |  |  |
| TOC     | All               | Table of Contents                          | C   | Updated Chapter numbers to align with plan   |  |
| TOC     | 40                | Glossary                                   | C   | Removed all documents except Limited English Proficiency Policy  |  |
|         |                   |  |   |  |  |
|         |                   |  |   |  |  |

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[24 CFR 982 Subpart M]

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## **Introduction**

### **ABOUT THE ADMINISTRATIVE PLAN**

#### **REFERENCES CITED IN THE ADMINISTRATIVE PLAN**

The authority for PHA policies is derived from many sources. Primary among these sources are federal statutes, federal regulations, and guidance issued by HUD. State law also directs PHA policy. State law must be followed where such law exists and does not conflict with federal regulations. Industry practice may also be used to develop policy as long as it does not conflict with federal requirements or prohibitions.

#### **HUD**

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

HUD also provides guidance to PHAs through other means such as HUD-published guidebooks, expired HUD notices, and expired handbooks. Basing PHA policy on HUD guidance is optional, as long as PHA policies comply with federal law, federal regulations and mandatory policy. Because HUD has already determined that the guidance it provides is consistent with mandatory policies, PHA reliance on HUD guidance provides the PHA with a “safe harbor.”

Material posted on the HUD website can provide further clarification of HUD policies. For example, FAQs on the HUD website can provide direction on the application of federal regulations in various aspects of the program.

#### **State Law**

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

#### **Industry Practice**

Where no law or HUD authority exists on a particular subject, industry practice may support PHA policy. Industry practice refers to a way of doing things or a policy that has been adopted by a majority of PHAs.

#### **RESOURCES CITED IN THE ADMINISTRATIVE PLAN**

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

## HUD HCV Guidebook

In November 2019 HUD began issuing a new version of the HCV Guidebook chapter-by-chapter. Unlike the previous version of the HCV Guidebook in which chapters were numbered, the new version of the guidebook includes chapter names, but no numbers. As the new version of the guidebook has not yet been fully released, and since the previous version of the guidebook contains guidance not found in the new version, the policy cites both versions of the guidebook. Therefore, where the HCV Guidebook is cited in the policy, the citation will make a distinction between the “old” and “new” versions of the guidebook. The “old” version of the guidebook will continue to be cited as *HCV GB* with a chapter/page reference (example: HCV GB, p. 5-4). If HUD has also released a new chapter on the same topic with information that either adds new information or updates existing information from the previous guidebook, the new guidebook will be cited as *New HCV GB* with a chapter title and page reference (example: New HCV GB, *Payment Standards*, p. 11). On September 29, 2023, HUD issued Notice PIH 2023-27 to implement sections 102 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA). The notice supersedes relevant portions of the guidebook, specifically the chapters on eligibility, denials, and annual reexaminations and interim reexaminations. Where chapters have not been altered by the HOTMA implementation notice, the model policy continues to cite the HCV Guidebook.

### Abbreviations

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

| Abbreviation | Document   |
|--------------|--|
| CFR          | Code of Federal Regulations  |
| HCV GB       | Housing Choice Voucher Program Guidebook (7420.10G), April 2001.                 |
| New HCV GB   | Housing Choice Voucher Program Guidebook (7420.10G),<br>Various dates of release |
| HUD-50058 IB | HUD-50058 Instruction Booklet  |
| RHIIP FAQs   | Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions. |
| VG           | PIH Notice 2004-01 Verification Guidance, March 9, 2004.                         |
| HB 4350.3    | Occupancy Requirements of Subsidized Multifamily Housing Programs                |

### Resources and Where to Find Them

The HUD website is <https://www.hud.gov/>.

Guidebooks, handbooks, and other HUD resources may be found at the HUDClips website: [https://www.hud.gov/program\\_offices/administration/hudclips](https://www.hud.gov/program_offices/administration/hudclips).

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

| <b>Document and Location</b>  |
|---|
| Code of Federal Regulations<br><a href="https://www.ecfr.gov/">https://www.ecfr.gov/</a>  |
| Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Final Rule<br><a href="http://edocket.access.gpo.gov/2008/pdf/E8-19435.pdf">http://edocket.access.gpo.gov/2008/pdf/E8-19435.pdf</a>   |
| Enterprise Income Verification (EIV) System, Security Procedures for Upfront Income Verification data<br><a href="https://www.hud.gov/sites/documents/EIVSECGUIDEPHA.PDF">https://www.hud.gov/sites/documents/EIVSECGUIDEPHA.PDF</a>  |
| Executive Order 11063<br><a href="https://www.archives.gov/federal-register/codification/executive-order/11063.html">https://www.archives.gov/federal-register/codification/executive-order/11063.html</a>  |
| Federal Register<br><a href="https://www.federalregister.gov/">https://www.federalregister.gov/</a>   |
| Housing Choice Voucher Program Guidebook (7420.10G), Updated Chapters<br><a href="https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/guidebook">https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/guidebook</a>  |
| HOTMA Final Rule<br><a href="https://www.federalregister.gov/documents/2023/02/14/2023-01617/housing-opportunity-through-modernization-act-of-2016-implementation-of-sections-102-103-and-104?utm_campaign=subscription+mailing+list&amp;utm_source=federalregister.gov&amp;utm_medium=email">https://www.federalregister.gov/documents/2023/02/14/2023-01617/housing-opportunity-through-modernization-act-of-2016-implementation-of-sections-102-103-and-104?utm_campaign=subscription+mailing+list&amp;utm_source=federalregister.gov&amp;utm_medium=email</a> |
| HOTMA Implementation Notice, PIH 2023-27<br><a href="https://www.hud.gov/sites/dfiles/OCHCO/documents/2023-27pihn.pdf">https://www.hud.gov/sites/dfiles/OCHCO/documents/2023-27pihn.pdf</a>   |
| Joint Statement of the Department of Housing and Urban Development and the Department of Justice, issued May 17, 2004<br><a href="https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf">https://www.justice.gov/sites/default/files/crt/legacy/2010/12/14/joint_statement_ra.pdf</a>  |
| Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, published January 22, 2007<br><a href="https://www.lep.gov/guidance/HUD_guidance_Jan07.pdf">https://www.lep.gov/guidance/HUD_guidance_Jan07.pdf</a>   |
| Notice PIH 2010-26 (HA), Nondiscrimination and Accessibility Notice<br><a href="https://www.hud.gov/sites/documents/DOC_8993.PDF">https://www.hud.gov/sites/documents/DOC_8993.PDF</a>  |
| Notice PIH 2017-12, Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System<br><a href="https://www.hud.gov/sites/documents/PIH2017-12EIVNOTICE.PDF">https://www.hud.gov/sites/documents/PIH2017-12EIVNOTICE.PDF</a>  |
| VAWA Resources<br><a href="https://www.hud.gov/vawa">https://www.hud.gov/vawa</a>   |

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### **1-I.B. ORGANIZATION AND STRUCTURE OF THE PHA**

The Section 8 tenant-based Housing Choice Voucher (HCV) assistance program is funded by the federal government and administered by Southern Nevada Regional Housing Authority (SNRHA) for the jurisdiction defined as all incorporated and unincorporated areas of Clark County, Nevada. This area includes; Las Vegas, North Las Vegas, Henderson, Boulder City, and Mesquite. The unincorporated area includes the towns of Paradise, Winchester, Sunrise Manor, Whitney, Laughlin, Enterprise, Goodsprings, Searchlight, Moapa Valley, and Spring Valley. The communities of Jean, Blue Diamond, Sandy Valley, Nelson, Glendale, Moapa, Mt. Charleston, Bunkerville, Sloan, Arden, Spring Mountain Summit, and all other unincorporated areas of Clark County, Nevada.

The officials of a PHA are known as commissioners or, collectively, as the board of commissioners. Commissioners are appointed in accordance with state housing law and generally serve in the same capacity as the directors of a corporation, establishing policies under which the PHA conducts business, ensuring that policies are followed by PHA staff and ensuring that the PHA is successful in its mission. The board is responsible for preserving and expanding the agency's resources and assuring the agency's continued viability.

Formal actions of the PHA are taken through written resolutions, adopted by the board of commissioners and entered into the official records of the PHA.

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

### **1-I.C. PHA MISSION**

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

#### SNRHA Policy

~~We will conduct business fairly and in transparency and create partnerships in the community, which exemplify the same values. We will maintain high standards, be sensitive to cultural diversity, and work to provide quality and sustainable housing options and opportunities that promote empowerment and self-sufficiency. We will provide quality products and professional service and be good stewards of the public trust. SNRHA's mission is to provide safe, decent, and sanitary housing conditions for low and very low income families and to manage resources efficiently. SNRHA is to~~



~~promote personal, economic, and social upward mobility to provide families the opportunity to make the transition from subsidized to non-subsidized housing.~~

To realize its vision, the Southern Nevada Regional Housing Authority conducts its business in an open manner, soliciting partners who share its values, maintain high standards, are sensitive to cultural meshing, understand the need to provide economic opportunity and believe in empowering people to achieve self-sufficiency. As a premier leader in southern Nevada for quality housing for all people, Southern Nevada Regional Housing Authority constantly seeks innovative ways to provide its services and to be a model steward of the public trust.

### **1-I.D. THE PHA'S PROGRAMS**

The following programs are included under this administrative plan:

#### SNRHA Policy

The PHA's administrative plan is applicable to the operation of the Housing Choice Voucher program.

### **1-I.E. THE PHA'S COMMITMENT TO ETHICS AND SERVICE**

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

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

## **Providing Information to Families and Owners**

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

## **2-I.C. DISCRIMINATION COMPLAINTS**

### **General Housing Discrimination Complaints**

If an applicant or participant believes that any family member has been discriminated against by the PHA or an owner, the family should advise the PHA. The PHA should make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action.

In all cases, the PHA will advise the family that they may file a fair housing complaint if the family feels they have been discriminated against under the Fair Housing Act.

#### SNRHA Policy

Applicants or participants who believe that they have been subject to unlawful discrimination may notify the PHA either orally or in writing.

Within 10 business days of receiving the complaint, the PHA will investigate and attempt to remedy discrimination complaints made against the PHA. The PHA will also advise the family of their right to file a fair housing complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO). The fair housing poster, posted in conspicuous and accessible locations in PHA lobbies, will reference how to file a complaint with FHEO.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

### **Complaints under the Equal Access Final Rule [Notice PIH 2014-20]**

Notice PIH 2014-20 requires an articulated complaint process for allegations of discrimination under the Equal Access Final rule. The Equal Access Final Rule requires that PHAs provide equal access regardless of marital status, gender identity, or sexual orientation. The PHA will be informed on these obligations by the HUD Field Office or FHEO when an Equal Access complaint investigation begins.

#### SNRHA Policy

Applicants or tenant families who believe that they have been subject to unlawful discrimination based on marital status, gender identity, or sexual orientation under the Equal Access Rule may notify the PHA either orally or in writing.

Within 10 business days of receiving the complaint, the PHA will provide a written notice to those alleged to have violated the rule. The PHA will also send a written notice to the complainant informing them that notice was sent to those alleged to have violated

the rule, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The PHA will attempt to remedy discrimination complaints made against the PHA and will conduct an investigation into all allegations of discrimination.

Within 10 business days following the conclusion of the PHA's investigation, the PHA will provide the complainant and those alleged to have violated the rule with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

### **VAWA Complaint Processing [Notice FHEO 2023-01]**

A complainant may, not later than one year after an alleged VAWA violation has occurred or terminated, file a complaint with FHEO alleging such violation. If there is a violation that began prior to a year before the complaint is filed, but it continues into the one-year time period, HUD will accept the complaint. FHEO will investigate the complaint if it is timely and FHEO otherwise has jurisdiction. If a complaint is filed more than one year after the alleged violation occurred or terminated, FHEO may, but is not required to, investigate the allegations under the additional authority and procedures described in FHEO 2023-01.

Complaints do not need to allege a violation of the Fair Housing Act for FHEO to accept and investigate the complaint.

#### SNRHA Policy

Applicants or tenant families who wish to file a VAWA complaint against the PHA may notify the PHA either orally or in writing.

The PHA will advise the family of their right to file a VAWA complaint with HUD's Office of Fair Housing and Equal Opportunity (FHEO). The PHA will inform the family that not later than one year after an alleged VAWA violation has occurred or terminated, applicants and tenants who believe they have been injured by a VAWA violation or will be injured by such a violation that is about to occur may file a VAWA complaint using FHEO's online complaint form via mail, email, or telephone.

The PHA will attempt to remedy complaints made against the PHA and will conduct an investigation into all allegations of discrimination.

The PHA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.)

## 2-II.C. REQUEST FOR AN ACCOMMODATION

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

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

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

### SNRHA Policy

The PHA will encourage the family to make its request in writing using a reasonable accommodation request form. However, the PHA will consider the accommodation any time the family indicates that an accommodation is needed whether or not a formal written request is submitted.

## Chapter 3

### ELIGIBILITY

#### INTRODUCTION

The PHA is responsible for ensuring that every individual and family admitted to the HCV program meets all program eligibility requirements. This includes any individual approved to join the family after the family has been admitted to the program. The family must provide any information needed by the PHA to confirm eligibility and determine the level of the family's assistance.

To be eligible for the HCV program:

- The applicant family must:
  - Qualify as a family as defined by HUD and the PHA.
  - Have income at or below HUD-specified income limits.
  - Qualify on the basis of citizenship or the eligible immigrant status of family members.
  - Provide social security number information for household members as required.
  - Consent to the PHA's collection and use of family information as provided for in PHA-provided consent forms.
  - Not currently be receiving a duplicative subsidy.
  - Meet net asset and property ownership restriction requirements.
- The PHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or the PHA.

This chapter contains three parts:

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

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

Part III: Denial of Assistance. This part covers factors related to an applicant's past or current conduct (e.g., criminal activity) that can cause the PHA to deny assistance as well as the asset limitation for HCV.

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## PART I: DEFINITIONS OF FAMILY AND HOUSEHOLD MEMBERS

### 3-I.A. OVERVIEW

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

### 3-I.B. FAMILY AND HOUSEHOLD [24 CFR 5.403; FR Notice 02/03/12; Notice PIH 2014-20; and FR Notice 2/14/23]

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

#### Family

To be eligible for assistance, an applicant must qualify as a family. *Family* as defined by HUD includes, but is not limited to the following, regardless actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or a group of persons residing together. Such group includes but is not limited to a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, and the remaining member of a tenant family. The PHA has the discretion to determine if any other group of persons qualifies as a family.

*Gender Identity* means actual or perceived gender characteristics.

*Sexual orientation* means homosexuality, heterosexuality, or bisexuality.

#### SNRHA Policy

A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.

Each family must identify the individuals to be included in the family at the time of application and must notify the PHA if the family's composition changes.

#### Household

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

### **3-I.C. FAMILY BREAKUP AND REMAINING MEMBER OF TENANT FAMILY**

#### **Family Breakup [24 CFR 982.315; Notice PIH 2017-08]**

Except under the following conditions, the PHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, stalking, and human trafficking, see section 16-IX.D of this plan.)
- In accordance with Notice PIH 2017-08, for HUD–Veterans Affairs Supportive Housing (HUD–VASH) vouchers, when the veteran is the perpetrator of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the victim must continue to be assisted. Upon termination of the perpetrator’s HUD–VASH voucher, the victim should be given a regular HCV if one is available, and the perpetrator’s HUD–VASH voucher should be used to serve another eligible family. If a regular HCV is not available, the victim will continue to use the HUD–VASH voucher, which must be issued to another eligible family upon the voucher’s turnover.
- If a court determines the disposition of property between members of the assisted family, the PHA is bound by the court’s determination of which family members continue to receive assistance.

#### SNRHA Policy

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

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

In the absence of a judicial decision or an agreement among the original family members, the PHA will determine which family will retain their placement on the waiting list or continue to receive assistance. In making its determination, the PHA will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse; (4) any possible risks to family members as a result of criminal activity; and (5) the recommendations of social service professionals



### **Remaining Member of a Tenant Family [24 CFR 5.403]**

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

If dependents are the only “remaining members of a tenant family” and there is no family member able to assume the responsibilities of the head of household, see Chapter 6, Section 6-I.B, for the policy on “Caretakers for a Child.”

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

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

#### SNRHA Policy

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

The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.

### **3-I.E. SPOUSE, COHEAD, AND OTHER ADULT**

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

*Spouse* means the marriage partner of the head of household.

#### SNRHA Policy

A *marriage partner* includes the partner in a "common law" marriage as defined in state law. The term “spouse” does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.

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

#### SNRHA Policy

Minors who are emancipated under state law may be designated as a cohead.

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

### **3-I.F. DEPENDENTS AND MINORS [24 CFR 5.603]**

A *minor* is a member of the family, other than the head of family or spouse, who is under 18 years of age.

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

#### **Joint Custody of Dependents**

##### SNRHA Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

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

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

Identifying each FTS is important because: (1) each family member that is an FTS, other than the head, spouse, or cohead, qualifies the family for a dependent allowance, and (2) the earned income of such an FTS is treated differently from the income of other family members.

### **3-I.H. ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY [24 CFR 5.100 and 5.403, FR Notice 02/03/12]**

#### **Elderly Persons**

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

#### **Near-Elderly Persons**

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

#### **Elderly Family**

An *elderly family* is one in which the head, spouse, cohead, or sole member is an elderly person. Identifying elderly families is important because elderly families qualify for the elderly family allowance as described in Chapter 6.

### **3-I.I. PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403, FR Notice 02/03/12]**

#### **Persons with Disabilities**

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

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

#### **Disabled Family**

A *disabled family* is one in which the head, spouse, or cohead is a person with disabilities. Identifying disabled families is important because these families qualify for the disabled family allowance as described in Chapter 6.

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

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

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

#### SNRHA Policy

A guest can remain in the assisted unit no longer than 30 consecutive days or a total of 90 cumulative calendar days during any 12-month period.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the assisted household more than 50 percent of the time, are not subject to the time limitations of guests as described above.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure is expected to last 40 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

### **3-I.K. FOSTER CHILDREN AND FOSTER ADULTS [24 CFR 5.603]**

A *foster adult* is a member of the household who is 18 years of age or older and meets the definition of a *foster adult* under state law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition, and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

A *foster child* is a member of the household who meets the definition of a *foster child* under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

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

#### SNRHA Policy

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

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

### **3-I.L. ABSENT FAMILY MEMBERS**

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

#### **Definitions of Temporarily and Permanently Absent**

#### SNRHA Policy

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

#### **Absent Students**

#### SNRHA Policy

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

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

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

#### SNRHA Policy

If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

### **Absent Head, Spouse, or Cohead**

#### SNRHA Policy

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

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

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

#### SNRHA Policy

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

The PHA will request verification of the family member's permanent absence from a responsible medical professional. If the responsible medical professional cannot provide a determination, the person will be considered temporarily absent. If the family certifies that the family member is confined on a permanent basis, they may present, and the PHA will consider, any additional documentation or evidence.

### **Return of Permanently Absent Family Members**

#### SNRHA Policy

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

### 3-I.M. LIVE-IN AIDE

A *live-in aide* is a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

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

The income of a live-in aide is not counted in the calculation of annual income for the family [24 CFR 5.609(b)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. Because live-in aides are not *family* members, a relative who serves as a live-in aide would not be considered a remaining member of a tenant family.

#### SNRHA Policy

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member. For continued approval, the family must submit a new, written request-subject to PHA verification-at each annual reexamination.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

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

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

The person commits drug-related criminal activity or violent criminal activity; or

The person currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

The PHA will notify the family of its decision in writing within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request.

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

- Live-in aides are not subject to Non-Citizen Rule requirements.
- Live-in aides may not be considered as a remaining member of the participant family.
- Live-in aides must submit social security number verifications unless they are a noncitizen.

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## PART II: BASIC ELIGIBILITY CRITERIA

### 3-II.A. INCOME ELIGIBILITY AND TARGETING

#### Income Limits

HUD establishes income limits for all areas of the country and publishes them annually in the *Federal Register*. They are based upon estimates of median family income with adjustments for family size. The income limits are used to determine eligibility for the program and for income targeting purposes as discussed in this section.

#### Definitions of the Income Limits [24 CFR 5.603(b)]

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

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

*Extremely low-income family.* A family whose annual income does not exceed the federal poverty level or 30 percent of the median income for the area, whichever number is higher.

Area median income is determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30, 50, or 80 percent of the median income for an area if HUD finds that such variations are necessary because of unusually high or low family incomes.

#### Using Income Limits for Eligibility [24 CFR 982.201 and Notice PIH 2023-27]

Income limits are used for eligibility only at admission. Income eligibility is determined by comparing the annual income of an applicant to the applicable income limit for their family size. Income and net family assets of household members are excluded when determining income eligibility; however, household members are considered for purposes of unit size and subsidy standards. In order to be income eligible, an applicant family must be one of the following:

- A *very low-income* family
- A *low-income* family that has been “continuously assisted” under the 1937 Housing Act. A family is considered to be continuously assisted if the family is already receiving assistance under any 1937 Housing Act program at the time the family is admitted to the HCV program [24 CFR 982.4; 24 CFR 982.201(b)]

#### SNRHA Policy

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

- A low-income family that qualifies for voucher assistance as a non-purchasing household living in HOPE 1 (public housing homeownership), HOPE 2 (multifamily housing homeownership) developments, or other HUD-assisted multifamily homeownership programs covered by 24 CFR 248.173



A low-income or moderate-income family that is displaced as a result of the prepayment of a mortgage or voluntary termination of a mortgage insurance contract on eligible low-income housing as defined in 24 CFR 248.101.

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

#### SNRHA Policy

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

#### **Using Income Limits for Targeting [24 CFR 982.201]**

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

Families continuously assisted under the 1937 Housing Act and families living in eligible low-income housing that are displaced as a result of prepayment of a mortgage or voluntary termination of a mortgage insurance contract are not counted for income targeting purposes.

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

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

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

#### **Declaration [24 CFR 5.508]**

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

#### ***U.S. Citizens and Nationals***

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

#### **SNRHA Policy**

Family members who declare citizenship or national status will not be required to provide additional documentation unless the PHA receives information indicating that an individual's declaration may not be accurate.

#### ***Eligible Noncitizens***

In addition to providing a signed declaration, those declaring eligible noncitizen status must sign a verification consent form and cooperate with PHA efforts to verify their immigration status as described in Chapter 7. The documentation required for establishing eligible noncitizen status varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, the person's age, and the date on which the family began receiving HUD-funded assistance.

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

## ***Ineligible Noncitizens***

Those noncitizens who do not wish to contend their immigration status are required to have their names listed on a noncontending family members listing, signed by the head, spouse, or cohead (regardless of citizenship status), indicating their ineligible immigration status. The PHA is not required to verify a family member's ineligible status and is not required to report an individual's unlawful presence in the U.S. to the United States Citizenship and Immigration Services (USCIS).

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

### **Mixed Families**

A family is eligible for assistance as long as at least one member is a citizen, national, or eligible noncitizen. Families that include eligible and ineligible individuals are considered *mixed families*. Such families will be given notice that their assistance will be prorated, and that they may request a hearing if they contest this determination. See Chapter 6 for a discussion of how rents are prorated, and Chapter 16 for a discussion of informal hearing procedures.

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

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

#### SNRHA Policy

The PHA will not provide assistance to a family before the verification of at least one family member.

When a PHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 business days of the determination.

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

Informal hearing procedures are contained in Chapter 16.

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

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

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

Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

#### SNRHA Policy

The PHA will verify the citizenship status of applicants at the time other eligibility factors are determined.

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

The applicant and all members of the applicant's household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN. If a child under age 6 has been added to an applicant family within 6 months prior to voucher issuance, an otherwise eligible family may be admitted to the program and must disclose and document the child's SSN within 90 days of the effective date of the initial HAP contract. A detailed discussion of acceptable documentation is provided in Chapter 7.

*Note:* These requirements do not apply to noncitizens who do not contend eligible immigration status.

In addition, each participant who has not previously disclosed an SSN, has previously disclosed an SSN that HUD or the SSA determined was invalid, or has been issued a new SSN must submit their complete and accurate SSN and the documentation required to verify the SSN at the time of the next interim or annual reexamination or recertification. Participants age 62 or older as of January 31, 2010, whose determination of eligibility was begun before January 31, 2010, are exempt from this requirement and remain exempt even if they move to a new assisted unit.

The PHA must deny assistance to an applicant family if they do not meet the SSN disclosure and documentation requirements contained in 24 CFR 5.216.

### **3-II.D. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.232; HCV GB, p. 5-13]**

HUD requires that each adult family member, and the head of household, spouse, or cohead, regardless of age, sign form HUD-9886, Authorization for the Release of Information/Privacy Act Notice, the form HUD-52675 Debts Owed to Public Housing Agencies and Terminations, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements. The consent form remains effective until the family is denied assistance, assistance is terminated, or the family provides written notification to revoke consent.

The PHA must deny admission to the program if any member of the applicant family fails to sign and submit the consent forms for obtaining information in accordance with 24 CFR 5, Subparts B and F [24 CFR 982.552(b)(3) and 24 CFR 5.232(a)].

However, this does not apply if the applicant or participant, or any member of their family, revokes their consent with respect to the ability of the PHA to access financial records from financial institutions, unless the PHA establishes a policy that revocation of consent to access financial records will result in denial or termination of assistance or admission [24 CFR 5.232(c)]

#### SNRHA Policy

The PHA has established a policy that the family's revocation of consent to allow the SNRHA to access records from financial institutions will result in denial of admission.

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

Section 327 of Public Law 109-115 and the implementing regulation at 24 CFR 5.612 established new restrictions on the eligibility of certain students (both part- and full-time) who are enrolled in institutions of higher education.

If a student enrolled at an institution of higher education is under the age of 24, is not a veteran, is not married, does not have a dependent child, and is not a person with disabilities receiving HCV assistance as of November 30, 2005, the student's eligibility must be examined along with the income eligibility of the student's parents. In these cases, both the student and the student's parents must be income eligible for the student to receive HCV assistance. If, however, a student in these circumstances is determined independent from their parents in accordance with SNRHA Policy, the income of the student's parents will not be considered in determining the student's eligibility.

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

#### **Definitions**

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

#### ***Dependent Child***

In the context of the student eligibility restrictions, *dependent child* means a dependent child of a student enrolled in an institution of higher education. The dependent child must also meet the definition of *dependent* in 24 CFR 5.603, which states that the dependent must be a member of the assisted family, other than the head of household or spouse, who is under 18 years of age, or is a person with a disability, or is a full-time student. Foster children and foster adults are not considered dependents.

## ***Independent Student***

### SNRHA Policy

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

The individual is of legal contract age under state law.

The individual has established a household separate from their parents for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education’s definition of independent student.

To be considered an *independent student* according to the Department of Education, a student must meet one or more of the following criteria:

The individual is at least 24 years old by December 31 of the award year for which aid is sought

The individual is an orphan, in foster care, or a ward of the court, or was an orphan, in foster care, or ward of the court at any time when the individual was 13 years of age or older

The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual’s state of legal residence

The individual is a veteran of the U.S. Armed Forces or is currently serving on active duty in the Armed Forces for other than training purposes

The individual is a graduate or professional student

The individual is married

The individual has one or more legal dependents other than a spouse (for example, dependent children or an elderly dependent parent)

The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as unaccompanied, at risk of homelessness, and self-supporting by:

A local educational agency homeless liaison

The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director

A financial aid administrator

The individual is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances

The individual was not claimed as a dependent by their parents pursuant to IRS regulations, as demonstrated on the parents' most recent tax forms.

The individual provides a certification of the amount of financial assistance that will be provided by their parents. This certification must be signed by the individual providing the support and must be submitted even if no assistance is being provided.

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

The PHA will verify that a student meets the above criteria in accordance with the policies in Section 7-II.E.

### ***Institution of Higher Education***

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

### ***Parents***

#### SNRHA Policy

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

### ***Person with Disabilities***

The PHA will use the statutory definition under section 3(b)(3)(E) of the 1937 Act to determine whether a student is a *person with disabilities* (see Exhibit 3-1).

***Veteran***

SNRHA Policy

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

***Vulnerable Youth***

SNRHA Policy

A *vulnerable youth* is an individual who meets the U.S. Department of Education’s definition of *independent student* in paragraphs (b), (c), or (h), as adopted in Section II of FR Notice 9/21/16:

The individual is an orphan, in foster care, or a ward of the court, or was an orphan, in foster care, or ward of the court at any time when the individual was 13 years of age or older

The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual’s state of legal residence

The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth, or as unaccompanied, at risk of homelessness, and self-supporting by:

A local educational agency homeless liaison

The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act or a designee of the director

A financial aid administrator



## **Determining Student Eligibility**

If a student is applying for assistance on their own, apart from their parents, the PHA must determine whether the student is subject to the eligibility restrictions contained in 24 CFR 5.612. If the student is subject to those restrictions, the PHA must ensure that: (1) the student is individually eligible for the program, (2) either the student is independent from their parents or the student's parents are income eligible for the program, and (3) the "family" with which the student is applying is collectively eligible for the program.

### SNRHA Policy

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

Follow its usual policies in determining whether the student individually and the student's "family" collectively are eligible for the program

Determine whether the student is independent from their parents in accordance with the definition of *independent student* in this section

Follow the policies below, if applicable, in determining whether the student's parents are income eligible for the program

If the PHA determines that the student, the student's parents (if applicable), or the student's "family" is not eligible, the PHA will send a notice of denial in accordance with the policies in Section 3-III.F, and the applicant family will have the right to request an informal review in accordance with the policies in Section 16-III.B.

## ***Determining Parental Income Eligibility***

### SNRHA Policy

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

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

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

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

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

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

### **3-II.F. EIV SYSTEM SEARCHES [EIV FAQs; EIV System Training 9/30/20; and Notice PIH 2023-27]**

#### **Existing Tenant Search**

Prior to admission to the program, the PHA must search for all household members using the EIV Existing Tenant Search module. The PHA must review the reports for any SSA matches involving another PHA or a multifamily entity and follow up on any issues identified. The PHA must provide the family with a copy of the Existing Tenant Search results if requested. At no time may any family member receive duplicative assistance.

If the tenant is a new admission to the PHA, and a match is identified at a multifamily property, the PHA must report the program admission date to the multifamily property and document the notification in the tenant file. The family must provide documentation of move-out from the assisted unit, as applicable.

### SNRHA Policy

The SNRHA will contact the other PHA or owner identified in the report to confirm that the family has moved out of the unit and obtain documentation of current tenancy status, including a form HUD-50058 or 50059, as applicable, showing an end of participation. The SNRHA will only approve assistance contingent upon the move-out from the currently occupied assisted unit.

## **Debts Owed to PHAs and Terminations**

All adult household members must sign the form HUD-52675 Debts Owed to Public Housing and Terminations. Prior to admission to the program, the PHA must search for each adult family member in the Debts Owed to PHAs and Terminations module.

If a current or former tenant disputes the information in the module, the tenant should contact the PHA directly in writing to dispute the information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the program.

### SNRHA Policy

The PHA will require each adult household member to sign the form HUD-52675 once at the eligibility determination. Any new members added to the household after admission will be required to sign the form HUD-52675 prior to being added to the household.

The PHA will search the Debts Owed to PHAs and Terminations module as part of the eligibility determination for new households and as part of the screening process for any household members added after the household is admitted to the program. If any information on debts or terminations is returned by the search, the PHA will determine if this information warrants a denial in accordance with the policies in Part III of this chapter.

## **Income and Income Validation Tool (IVT) Reports**

For each new admission, the PHA is required to review the EIV Income and IVT Reports to confirm and validate family reported income within 120 days of the IMS/PIC submission date of the new admission. The PHA must print and maintain copies of the EIV Income and IVT reports in the tenant file and resolve any discrepancies with the family within 60 days of the EIV Income or IVT report dates.

## **PART III: DENIAL OF ASSISTANCE**

### **3-III.A. OVERVIEW**

A family that does not meet the eligibility criteria discussed in Parts I and II, must be denied assistance. A PHA may deny assistance for an applicant because of the family's action or failure to act as described in 24 CFR 982.552 or 982.553. In this section we will discuss other situations and circumstances in which denial of assistance is mandatory for the PHA, and those in which denial of assistance is optional for the PHA.

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

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

HUD's Office of General Counsel issued a memo on April 4, 2016, regarding the application of Fair Housing Act standards to the use of criminal records. This memo states that a PHA violates the Fair Housing Act when their policy or practice has an unjustified discriminatory effect, even when the PHA had no intention to discriminate. Where a policy or practice that restricts admission based on criminal history has a disparate impact on a particular race, national origin, or other protected class, that policy or practice is in violation of the Fair Housing Act if it is not necessary to serve a substantial, legitimate, nondiscriminatory interest of the PHA, or if that interest could be served by another practice that has a less discriminatory effect [OGC Memo 4/4/16]. HUD codified this stance on disparate impact and discriminatory effects in a final rule dated March 31, 2023. In doing so, HUD also standardized its long-practiced three-step approach to assessing burdens of proof.

PHAs who impose blanket prohibitions on any person with any conviction record, no matter when the conviction occurred, what the underlying conduct entailed, or what the convicted person has done since then will be unable to show that such policy or practice is necessary to achieve a substantial, legitimate, nondiscriminatory interest. Even a PHA with a more tailored policy or practice that excludes individuals with only certain types of convictions must still prove that its policy is necessary. To do this, the PHA must show that its policy accurately distinguishes between criminal conduct that indicates a demonstrable risk to resident safety and property and criminal conduct that does not.

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

Denial of assistance includes any of the following:

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

### **Prohibited Reasons for Denial of Program Assistance [24 CFR 982.202(b), 24 CFR 5.2005(b)]**

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

- Age, disability, race, color, religion, sex, or national origin (See Chapter 2 for additional information about fair housing and equal opportunity requirements.)
- Where a family lives prior to admission to the program
- Where the family will live with assistance under the program. Although eligibility is not affected by where the family will live, there may be restrictions on the family's ability to move outside the PHA's jurisdiction under portability. (See Chapter 10.)
- Whether members of the family are unwed parents, recipients of public assistance, or children born out of wedlock
- Whether the family includes children
- Whether a family decides to participate in a family self-sufficiency program
- Whether or not a qualified applicant is or has been a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking if the applicant is otherwise qualified for assistance (See section 3-III.G.)

### **3-III.B. MANDATORY DENIAL OF ASSISTANCE [24 CFR 982.553(a) and 24 CFR 982.552(b)(6)]**

HUD requires the PHA to deny assistance in the following cases:

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

#### SNRHA Policy

The PHA will admit an otherwise-eligible family who was evicted from federally assisted housing within the past three years for drug-related criminal activity if the PHA is able to verify that the household member who engaged in the criminal activity has completed a supervised drug rehabilitation program approved by the PHA, or the person who committed the crime, is no longer living in the household.

- The PHA determines that any household member is currently engaged in the use of illegal drugs.

#### SNRHA Policy

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

- The PHA has reasonable cause to believe that any household member's current use or pattern of use of illegal drugs, or current abuse or pattern of abuse of alcohol, may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

#### SNRHA Policy

In determining reasonable cause, the PHA will consider all credible evidence, including but not limited to, any record of convictions, arrests, or evictions of household members related to the use of illegal drugs or the abuse of alcohol. A record or records of arrest will not be used as the sole basis of determining reasonable cause. The PHA will also consider evidence from treatment providers or community-based organizations providing services to household members.

- Any household member has ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine on the premises of federally assisted housing.
- Any household member is subject to a lifetime registration requirement under a state sex offender registration program.
- Any member of the family fails to sign and submit consent forms for obtaining information.
- The family does not meet the restrictions on net assets and real property ownership as required by 24 CFR 5.618.

### 3-III.C. RESTRICTION ON ASSISTANCE BASED ON ASSETS [24 CFR 5.618]

There are two circumstances under which a family is ineligible to receive assistance based on asset ownership.

First, assistance may not be provided to any family if the family's net assets exceed \$100,000 (adjusted annually by HUD).

Second, the family has real property that is suitable for occupancy by the family as a residence and the family has:

- A present ownership interest in the real property; and
- A legal right to reside in the real property; and
- The effective legal authority to sell (based on state or local laws of the jurisdiction where the property is located) the real property.

However, the real property restriction does not apply in the following circumstances:

- Any property for which the family is receiving assistance for a manufactured home under 24 CFR 982.620 or under the HCV Homeownership program;
- Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
- Any family that is offering the property for sale; or
- Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking.
  - When a family asks for an exception because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA must comply with all the confidentiality requirements under VAWA. The PHA must accept a self-certification from the family member, and the restrictions on requesting documentation under VAWA apply.

A property is considered *suitable for occupancy* unless the family demonstrates that it:

- Does not meet the disability-related needs for all members of the family (*e.g.*, physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
- Is not sufficient for the size of the family;

#### SNRHA Policy

The SNRHA defines *not sufficient for the size of the family* as being overcrowded based on the SNRHA's subsidy standards in Chapter 5 of this policy.

- Is geographically located so as to be a hardship for the family (*e.g.*, the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner);

- Is not safe to reside in because of the physical condition of the property (e.g., property’s physical condition poses a risk to the family’s health and safety and the condition of the property cannot be easily remedied); or
- Is not a property that a family may reside in under the state or local laws of the jurisdiction where the property is located.

### **3-III.D. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE**

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

#### **Criminal Activity [24 CFR 982.553]**

HUD permits, but does not require, the PHA to deny assistance if the PHA determines that any household member is currently engaged in, or has engaged in during a reasonable time before the family would receive assistance, certain types of criminal activity.

#### **SNRHA Policy**

##### **1. PERMANENT PROHIBITION**

Applicants/participants and incoming clients under portability, and/or their household members who have been convicted of criminal sexual conduct, including but not limited to sexual assault, incest, statutory sexual seduction, open and gross lewdness or child abuse and are required by law to register as a sex offender will be prohibited from participation in the Section 8-HCV Program.

SNRHA will permanently deny admission to an HCV applicant/participant convicted of manufacturing or producing methamphetamine on the premises of assisted housing developments in violation of any Federal or State Law. “Premises” is defined as the building or complex in which the dwelling unit is located, including common areas and ground. Such individuals are permanently barred from receiving Federal Housing Assistance.

Any applicant or incoming port who owes any PHA a debt, including debts owed to HCV Project-based programs or any other federal housing program unless said person has a current repayment agreement for which they are in full-compliance with the terms of the agreement.

Fails to provide social security numbers and verification for all family members claiming to be citizens or have eligible immigration status.

Has made fraudulent representations on his/her housing application.  
SNRHA has no discretion when denying assistance to an applicant who has failed to establish citizenship or eligible immigration status.

##### **2. Criminal Conduct of an Applicant or Member of the Applicant’s Household**



SNRHA will consult local and federal law enforcement databases to determine whether an applicant or household member, 18 years of age or older, has a criminal record. For purposes of this section, criminal record includes convictions.

SNRHA may deny assistance to an applicant if the preponderance (i.e. majority) of verifiable evidence (i.e., Scope/NCIC criminal records, police reports, reports from parole/probation officers or landlord references) indicates that an applicant and/or household members have engaged in drug-related or violent criminal activity that otherwise adversely affects the health, safety or welfare of the public.

Applicants and/or household members whose records reflect criminal convictions or documented controlled substance or alcohol addiction shall be evaluated in accordance with the standards below:

a. **Convictions for Possession and/or Use of Controlled Substance** - Applicants and/or household members who have been convicted of possession of a controlled substance, may be eligible for admission to the Housing Choice Voucher program, if the applicant and/or household member submits verifiable documentation evidencing completion or on-going participation in a certified drug rehabilitation program, and the conviction did not occur within the year immediately preceding the date of admission of the applicant into the Housing Choice Voucher program.

b. **Termination of Assistance Due to Alcohol Abuse** - SNRHA may deny assistance to an applicant when, through verifiable evidence, SNRHA determines that:

- The applicant and/or household member has a pattern of abuse of alcohol; and
- The abuse interferes with the health, safety or right to peaceful enjoyment of the community surrounding their current residence.

**Mitigating Circumstances** - SNRHA may elect not to deny assistance to an applicant due to alcohol abuse, if the applicant produces verifiable evidence that:

- He/she or his/her household member has successfully completed an alcohol rehabilitation program; or
- He/she or his/her household member is currently enrolled in and is regularly attending an alcohol rehabilitation program.

c. **Other Felony Convictions** - Applicants and/or members of their household who have felony criminal convictions, for offenses other than those referenced above, shall be barred from admission for the time periods listed below and must demonstrate that they have not incurred any new convictions for a minimum period of one (1) year from the last date completion of their sentence.

### **3. SEX OFFENDERS**

#### **A. PERMANENT BAN**

**Sex Offenders Subject to Lifetime Registration** – The following Applicants and/or any member of the applicants’ household (collectively referred to as “Applicants” will be prohibited from participation in any SNRHA housing program (this includes port-ins):

- Applicants who have been convicted of a crime for which the person is subject to a lifetime sex offender registration requirement by **ANY** state convicting the person.
- Applicants/participants commit fraud by:
  - 1) failing to disclose to SNRHA the Applicants/participants are subject to a sex offender registration requirement, or
  - 2) misleading SNRHA in any way regarding the Applicants’/Participant’s status relating to a sex offender registration requirement.

This requirement applies to participants found to be Sex Offenders subject to lifetime registration.

***If convicted of a sexual crime in any court of law and subject to any sex offender registration requirement. These applicants, including (for port-ins) and participants, shall be barred permanently effective from the date required to register as a sex offender.***

#### **B. TEN YEAR ADMISSION BAR PERIOD**

Persons with convictions of one of the following offenses will be barred from admission to and continued occupancy in the Housing Choice Voucher program for a period of **10 years**.

- Murder or attempted murder
- Rape (not resulting in offender being a registered as a sex offender)
- Child Molestation (not resulting in offender being registered as a sex offender)
- Kidnapping, attempted kidnapping
- Sexual assault attempted sexual assault
- Child pornography

#### **C. FIVE YEAR PROHIBITION**

If any household member has been evicted from a federally subsidized housing program for a period of five (5) years or owes a debt to a public housing program or other assisted housing property.

Persons with convictions of one of the following offenses will be barred from admission to or porting in from another PHA for a period of 5 years.

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

(Five years from the date of conviction: Persons convicted of *Drug-related criminal activity*, defined by HUD as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100], including:

- Trafficking in controlled substances; and
- Sale of controlled substances

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

- Driving under the influence causing personal injury
- Voluntary manslaughter
- Involuntary manslaughter
- Robbery
- Attempted robbery with a deadly weapon
- Mayhem or attempted mayhem
- Convicted of Arson
- Battery with substantial bodily harm (with a deadly weapon)
- Robbery or attempted robbery with the use of a deadly weapon
- Trafficking in controlled substance
- Sale of controlled substance
- Felony Hit and Run
- DUI 3<sup>rd</sup> Offense
- Grand Larceny
- Arson, attempted arson
- Illegal Manufacture of a Controlled Substance
- Assault with a Deadly Weapon
- Possession of controlled substance with intent to sell

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; or

Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of SNRHA (including a SNRHA employee or a SNRHA contractor, subcontractor, or agent).

***Immediate vicinity means within a three-block radius of the premises.***

Evidence of such criminal activity includes, but is not limited to:

- Any conviction for drug-related or violent criminal activity within the past 5 years.
- A conviction for drug-related or violent criminal activity will be given more weight.

### **Previously Assisted Families:**

If the family's assistance was terminated for the following reasons the family may be denied assistance for **five (5) years**:

- Any family member has been evicted from federally assisted housing within the last five years.
- Any PHA has ever terminated assistance under the program for any member of the family for violation of family obligations.
- Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program within the last five years.
- A family member has engaged in or threatened violent or abusive behavior toward SNRHA personnel within the last five years.
  - *Abusive or violent behavior towards SNRHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
  - *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

In making its decision to deny assistance for all the above-noted timeframes, SNRHA will consider the factors discussed in Section 12-II.B. Upon consideration of such factors, SNRHA may, on a case-by-case basis, decide to reduce the period of ineligibility.

### ***D. THREE YEAR PROHIBITION***

Persons with convictions of one of the following offenses will be barred from admission to or porting in from another PHA into the HCV program for a period of **three (3) years**:

- Assault and battery
- Child Abuse and neglect (2nd offense)
- Open and gross lewdness (2nd offense) - if a lifetime sex offender, the three-year bar does not apply. Lifetime registered sex offenders are permanently barred from participation in HCV programs.
- Elderly Abuse and exploitation.
- Harassment and stalking (2nd offense)
- Discharging a firearm out of a motor vehicle
- Burglary
- Aiming firearm at a human being

### ***E. TWO YEAR PROHIBITION***

Any family allowing an ineligible person (relating to citizenship) to live in the assisted unit without informing SNRHA must be terminated for **24 months**.

- a. Possession of controlled substance
- b. Any other criminal activity which, if repeated after admission, may threaten the health, safety, or right to peaceful enjoyment of the premises of other residents, neighbors, or persons living in the immediate vicinity and or may threaten the health or safety of the property's owner, property management staff, SNRHA staff, or other individuals working in the immediate vicinity.

### ***F. ONE YEAR PROHIBITION***

#### ***Gross Misdemeanor Convictions***

Persons with gross misdemeanor convictions for the offenses listed below shall be barred from the program admission and continued occupancy for a period of **one (1) year** from the date of conviction, and must demonstrate an absence of criminal activity for a minimum period of one year preceding the date of the application for admission or port in date.

- Open or gross lewdness – First Offense
- Discharging a weapon where a person might be endangered
- Changing/altering the serial number of a firearm
- Discharging a firearm in or upon a public street

#### ***Probation and Parole***

If applicant is in violation of probation or parole for any conviction, assistance will be denied. This section applies to incoming ports also.

#### ***Other Felony Criminal Convictions***

Applicants, incoming clients under portability (including prior SNRHA clients who ported out and leased with the receiving PHA) and/or members of their household who have felony criminal convictions, for offenses other than those referenced above, shall be barred from admission for the time periods listed and must demonstrate that they have not incurred any new convictions for a minimum period of one (1) year from the last date of their sentence.

For purposes of this section, the “last date of sentence” shall mean the date of discharge from parole and/or probation or, in the case of a sentence that did not impose parole or probation, the date of release from prison/jail or the date of completion of court-ordered community service and/or final payment of court-ordered fines/restitution.

Persons with outstanding warrants are barred from admission until the warrants have been satisfied by the issuing legal jurisdiction. Applicants or port-in client must provide documentation that the warrant has been satisfied within 30 calendar days of notification to prevent denial of assistance.

### **Previous Behavior in Assisted Housing [24 CFR 982.552(c)]**

HUD authorizes the PHA to deny assistance based on the family's previous behavior in assisted housing.

PHAs are not permitted to deny assistance to a family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program [24 CFR 984.101(d)].

#### **SNRHA Policy**

SNRHA will deny a family's assistance if:

- The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related SNRHA policies.
- Any family member has been evicted from federally-assisted housing in the last three (3) years.
- Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- The family owes past due rent or other past due amounts, including in connection with HCV or public housing assistance under the 1937 Act.
- Breach of repayment agreement, unless the family repays the full amount of the debt no later than 14 calendar days from notification from SNRHA. This does not apply if the family is current with payments under an approved repayment agreement.
- The family has breached the terms of a repayment agreement entered into with any PHA or refuses to enter into a repayment agreement.
- The family does not provide information that SNRHA or HUD determines is necessary in determining program eligibility.
- The family does not provide complete and true information to SNRHA.
- Fails to meet eligibility requirements concerning individuals enrolled at an institution of higher education as noted in 24 CFR 5.612
- Has made fraudulent misrepresentation on his/her application for continued HCV assistance.
- The family failed to disclose and verify social security numbers and submit and sign consent forms for obtaining information.

- Fails to establish citizenship or eligible immigration status for at least one family member.
- The family failed to keep scheduled eligibility appointments with SNRHA staff
- Fails to appear to a scheduled briefing to issue a voucher
- A family member engages in or threatens violent or abusive behavior toward SNRHA personnel.

*Abusive or violent behavior towards SNRHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate shall be considered abusive or violent behavior. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

SNRHA **shall** deny assistance or continued assistance to an applicant, participant, and/or port-in client that:

- Does not submit a RFTA prior to the voucher expiring
- Is over income –applicants only
- Refuses to cooperate with SNRHA during the initial certification process or with portability procedures
- Is fleeing a felony
- Other criminal activities that are listed within this document as reasons to deny admissions.

The family has breached the terms of a repayment agreement entered into with the PHA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being selected from the waiting list.

When denying admission due to family debts as shown in HUD’s EIV system, the PHA will provide the family with a copy of the EIV Debt Owed to PHA and Termination report.

If the family wishes to dispute the information in the report, the family must contact the PHA that entered the information in EIV in writing, explaining why EIV information is disputed. The family must also provide a copy of the letter and all applicable verification to the PHA to support the family’s claim. The PHA will consider the information provided by the family prior to issuing a notice of denial.

### **3-III.E. SCREENING**

#### **Screening for Eligibility**

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

#### SNRHA Policy

SNRHA will perform a criminal background check through law enforcement for every adult household member. Certain HUD-designated special programs (VASH, EHV) may receive limited screening. SNRHA shall use the DRU Sjo din National Sex Offender Public Website (NSOPW) database encouraged by HUD in PIH Notice 2012-28 at <http://www.nsopw.gov> .

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

While a PHA has regulatory authority to use criminal conviction records for the purpose of applicant screening for admission, there is no corresponding authority to use these records to check for criminal and illegal drug activity by participants, and therefore, PHAs may not use records for this purpose.

PHAs are required to perform criminal background checks necessary to determine whether any household member is subject to a lifetime registration requirement under a state sex offender program in the state where the housing is located, as well as in any other state where a household member is known to have resided [24 CFR 982.553(a)(2)(i)].

#### SNRHA Policy

The PHA will use the Dru Sjo din National Sex Offender database to screen applicants for admission.

Additionally, PHAs must ask whether the applicant, or any member of the applicant's household, is subject to a lifetime registered sex offender registration requirement in any state [Notice PIH 2012-28].

If the PHA proposes to deny assistance based on a criminal record or on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the applicant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to a denial of admission. [24 CFR 5.903(f) and 5.905(d)].



## **Screening for Suitability as a Tenant [24 CFR 982.307]**

The PHA has no liability or responsibility to the owner for the family's behavior or suitability for tenancy. The PHA has the authority to conduct additional screening to determine whether an applicant is likely to be a suitable tenant.

### SNRHA Policy

The PHA will not conduct additional screening to determine an applicant family's suitability for tenancy.

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

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

The PHA may not disclose to the owner any confidential information provided to the PHA by the family in response to a PHA request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking, except at the written request or with the written consent of the individual providing the documentation [see 24 CFR 5.2007(a)(4)].

### SNRHA Policy

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

### **3-III.F. CRITERIA FOR DECIDING TO DENY ASSISTANCE**

#### **Evidence [24 CFR 982.553(c)]**

##### SNRHA Policy

The PHA will use the concept of the preponderance of the evidence as the standard for making all admission decisions.

*Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not.

Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

#### **Consideration of Circumstances [24 CFR 982.552(c)(2)]**

HUD authorizes the PHA to consider all relevant circumstances when deciding whether to deny assistance based on a family's past history except in the situations for which denial of assistance is mandatory (see Section 3-III.B).

##### SNRHA Policy

The PHA will consider the following facts and circumstances prior to making its decision:

The seriousness of the case, especially with respect to how it would affect other residents' safety or property

The effects that denial of assistance may have on other members of the family who were not involved in the action or failure to act

The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or (as discussed further in section 3-III.H.) a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking

The length of time since the violation occurred, including the age of the individual at the time of the conduct, as well as the family's recent history and the likelihood of favorable conduct in the future

While a record or records of arrest will not be used as the sole basis for denial, an arrest may trigger an investigation to determine whether the applicant actually engaged in disqualifying criminal activity. As part of its investigation, the PHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The PHA may also consider:

- Any statements made by witnesses or the applicant not included in the police report

- Whether criminal charges were filed

- Whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately resulted in an acquittal

- Any other evidence relevant to determining whether or not the applicant engaged in disqualifying activity

Evidence of criminal conduct will be considered if it indicates a demonstrable risk to safety and/or property

In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully

- The PHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.

## **Removal of a Family Member's Name from the Application**

Should the PHA's screening process reveal that an applicant's household includes an individual subject to state lifetime registered sex offender registration, the PHA must offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA must deny admission to the family [Notice PIH 2012-28].

For other criminal activity, the PHA may permit the family to exclude the culpable family members as a condition of eligibility. [24 CFR 982.552(c)(2)(ii)].

### SNRHA Policy

As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to visit, stay as a guest, or reside in the assisted unit.

After admission to the program, the family must present evidence of the former family member's current address upon PHA request.

## **Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]**

If the family includes a person with disabilities, the PHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.

### SNRHA Policy

If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, the PHA will determine whether the behavior is related to the stated disability. If so, upon the family's request, the PHA will determine whether admitting the family as a reasonable accommodation is appropriate. The PHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance. See Chapter 2 for a discussion of reasonable accommodation.

### **3-III.G. NOTICE OF ELIGIBILITY OR DENIAL**

If the family is eligible for assistance, the PHA will notify the family in writing and schedule a tenant briefing, as discussed in Chapter 5.

If the PHA determines that a family is not eligible for the program for any reason, the family must be notified promptly. The notice must describe: (1) the reasons for which assistance has been denied, (2) the family's right to an informal review, and (3) the process for obtaining the informal review [24 CFR 982.554 (a)]. See Chapter 16, for informal review policies and procedures.

#### SNRHA Policy

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

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

#### SNRHA Policy

If based on a criminal record or sex offender registration information, an applicant family appears to be ineligible the PHA will notify the family in writing of the proposed denial and provide a copy of the record to the applicant and to the subject of the record. The family will be given 10 business days to dispute the accuracy and relevance of the information. If the family does not contact the PHA to dispute the information within that 10-day period, the PHA will proceed with issuing the notice of denial of admission. A family that does not exercise their right to dispute the accuracy of the information prior to issuance of the official denial letter will still be given the opportunity to do so as part of the informal review process.

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

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

### **3-III.H. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, AND HUMAN TRAFFICKING**

The Violence against Women Act (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying an applicant admission to the HCV program on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant otherwise qualifies for assistance or admission.

- Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

Definitions of key terms used in VAWA are provided in section 16-IX of this plan, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.

#### **Notification**

VAWA requires PHAs to provide applicants who are denied assistance with a VAWA Notice of Occupancy Rights (form HUD-5380) and a domestic violence certification form (HUD-5382) at the time the applicant is denied.

#### SNRHA Policy

The PHA acknowledges that a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking may have an unfavorable history (e.g., a poor credit history, poor rental history, a record of previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under the PHA's policies.

While the PHA is not required to identify whether adverse factors that resulted in the applicant's denial are a result of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the applicant may inform the PHA that their status as a victim is directly related to the grounds for the denial. The PHA will request that the applicant provide enough information to the PHA to allow the PHA to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim.

The PHA will include in its notice of denial the VAWA information described in section 16-IX.C of this plan as well as including a copy of the form HUD-5382. The PHA will request in writing that an applicant wishing to claim protection under VAWA notify the PHA within 14 business days.

## **Documentation**

### ***Victim Documentation [24 CFR 5.2007]***

#### SNRHA Policy

If an applicant claims the protection against denial of assistance that VAWA provides to victims of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA will request in writing that the applicant provide documentation supporting the claim in accordance with section 16-IX.D of this plan.

### ***Perpetrator Documentation***

#### SNRHA Policy

If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following:

A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit

Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to their belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.

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## EXHIBIT 3-1: DETAILED DEFINITIONS RELATED TO DISABILITIES

### Person with Disabilities [24 CFR 5.403]

The term *person with disabilities* means a person who has any of the following types of conditions:

- Has a disability, as defined in 42 U.S.C. Section 423(d)(1)(A), which reads:

Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; *or*

In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in section 416(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity, requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
- Has a developmental disability as defined in the Developmental Disabilities Assistance and Bill of Rights Act of 2000 [42 U.S.C.15002(8)], which defines developmental disability in functional terms as follows:

#### **(A) In General**

The term “developmental disability” means a severe, chronic disability of an individual that:

- (i) is attributable to a mental or physical impairment or combination of mental and physical impairments;
- (ii) is manifested before the individual attains age 22;
- (iii) is likely to continue indefinitely;
- (iv) results in substantial functional limitations in 3 or more of the following areas of major life activity: (I) Self-care, (II) Receptive and expressive language, (III) Learning, (IV) Mobility, (V) Self-direction, (VI) Capacity for independent living, (VII) Economic self-sufficiency; and
- (v) reflects the individual’s need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.

## **(B) Infants and Young Children**

An individual from birth to age 9, inclusive, who has a substantial developmental delay or specific congenital or acquired condition, may be considered to have a developmental disability without meeting 3 or more of the criteria described in clauses (i) through (v) of subparagraph (A) if the individual, without services and supports, has a high probability of meeting those criteria later in life.

- Has a physical, mental, or emotional impairment that is expected to be of long-continued and indefinite duration; substantially impedes their ability to live independently, and is of such a nature that the ability to live independently could be improved by more suitable housing conditions.

People with the acquired immunodeficiency syndrome (AIDS) or any conditions arising from the etiologic agent for AIDS are not excluded from this definition.

A person whose disability is based solely on any drug or alcohol dependence does not qualify as a person with disabilities for the purposes of this program.

For purposes of reasonable accommodation and program accessibility for persons with disabilities, the term person with disabilities refers to an individual with handicaps.

### **Individual with Handicaps [24 CFR 8.3]**

*Individual with handicaps* means any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. The term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

- (1) Physical or mental impairment includes:
  - (a) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
  - (b) Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- (2) *Major life activities* means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.
- (3) Has a record of such an impairment means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.
- (4) *Is regarded as having an impairment* means:
  - (a) Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation;
  - (b) Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
  - (c) Has none of the impairments defined in paragraph (1) of this section but is treated by a recipient as having such an impairment.

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**EXHIBIT 3-2: DEFINITION OF INSTITUTION OF HIGHER EDUCATION**  
**[20 U.S.C. 1001 and 1002]**

**Eligibility of Students for Assisted Housing Under Section 8 of the U.S. Housing Act of 1937; Supplementary Guidance; Notice [Federal Register, April 10, 2006]**

*Institution of Higher Education* shall have the meaning given this term in the Higher Education Act of 1965 in 20 U.S.C. 1001 and 1002.

*Definition of “Institution of Higher Education” From 20 U.S.C. 1001*

- (a) Institution of higher education. For purposes of this chapter, other than subchapter IV and part C of subchapter I of chapter 34 of Title 42, the term “institution of higher education” means an educational institution in any State that
- (1) Admits as regular students only persons having a certificate of graduation from a school providing secondary education, or the recognized equivalent of such a certificate;
  - (2) Is legally authorized within such State to provide a program of education beyond secondary education;
  - (3) Provides an educational program for which the institution awards a bachelor’s degree or provides not less than a 2-year program that is acceptable for full credit toward such a degree;
  - (4) Is a public or other nonprofit institution; and
  - (5) Is accredited by a nationally recognized accrediting agency or association, or if not so accredited, is an institution that has been granted preaccreditation status by such an agency or association that has been recognized by the Secretary for the granting of preaccreditation status, and the Secretary has determined that there is satisfactory assurance that the institution will meet the accreditation standards of such an agency or association within a reasonable time.
- (b) Additional institutions included. For purposes of this chapter, other than subchapter IV and part C of subchapter I of chapter 34 of Title 42, the term “institution of higher education” also includes—
- (1) Any school that provides not less than a 1-year program of training to prepare students for gainful employment in a recognized occupation and that meets the provision of paragraphs (1), (2), (4), and (5) of subsection (a) of this section; and
  - (2) A public or nonprofit private educational institution in any State that, in lieu of the requirement in subsection (a)(1) of this section, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.
- (c) List of accrediting agencies. For purposes of this section and section 1002 of this title, the Secretary shall publish a list of nationally recognized accrediting agencies or associations that the Secretary determines, pursuant to subpart 2 of part G of subchapter IV of this chapter, to be reliable authority as to the quality of the education or training offered.

*Definition of “Institution of Higher Education” From 20 U.S.C. 1002*

- (a) Definition of institution of higher education for purposes of student assistance programs

- (1) Inclusion of additional institutions. Subject to paragraphs (2) through (4) of this subsection, the term “institution of higher education” for purposes of subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42 includes, in addition to the institutions covered by the definition in section 1001 of this title—
  - (A) A proprietary institution of higher education (as defined in subsection (b) of this section);
  - (B) A postsecondary vocational institution (as defined in subsection (c) of this section); and
  - (C) Only for the purposes of part B of subchapter IV of this chapter, an institution outside the United States that is comparable to an institution of higher education as defined in section 1001 of this title and that has been approved by the Secretary for the purpose of part B of subchapter IV of this chapter.
- (2) Institutions outside the United States
  - (A) In general. For the purpose of qualifying as an institution under paragraph (1)(C), the Secretary shall establish criteria by regulation for the approval of institutions outside the United States and for the determination that such institutions are comparable to an institution of higher education as defined in section 1001 of this title (except that a graduate medical school, or a veterinary school, located outside the United States shall not be required to meet the requirements of section 1001 (a)(4) of this title). Such criteria shall include a requirement that a student attending such school outside the United States is ineligible for loans made, insured, or guaranteed under part B of subchapter IV of this chapter unless—
    - (i) In the case of a graduate medical school located outside the United States—
      - (I)(aa) At least 60 percent of those enrolled in, and at least 60 percent of the graduates of, the graduate medical school outside the United States were not persons described in section 1091(a)(5) of this title in the year preceding the year for which a student is seeking a loan under part B of subchapter IV of this chapter; and
      - (bb) At least 60 percent of the individuals who were students or graduates of the graduate medical school outside the United States or Canada (both nationals of the United States and others) taking the examinations administered by the Educational Commission for Foreign Medical Graduates received a passing score in the year preceding the year for which a student is seeking a loan under part B of subchapter IV of this chapter; or
      - (II) The institution has a clinical training program that was approved by a State as of January 1, 1992; or
    - (ii) In the case of a veterinary school located outside the United States that does not meet the requirements of section 1001(a)(4) of this title, the institution’s students complete their clinical training at an approved veterinary school located in the United States.
  - (B) Advisory panel

- (i) In general. For the purpose of qualifying as an institution under paragraph (1)(C) of this subsection, the Secretary shall establish an advisory panel of medical experts that shall—
    - (I) Evaluate the standards of accreditation applied to applicant foreign medical schools; and
    - (II) Determine the comparability of those standards to standards for accreditation applied to United States medical schools.
  - (ii) Special rule if the accreditation standards described in clause (i) are determined not to be comparable, the foreign medical school shall be required to meet the requirements of section 1001 of this title.
- (C) Failure to release information. The failure of an institution outside the United States to provide, release, or authorize release to the Secretary of such information as may be required by subparagraph (A) shall render such institution ineligible for the purpose of part B of subchapter IV of this chapter.
- (D) Special rule. If, pursuant to this paragraph, an institution loses eligibility to participate in the programs under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, then a student enrolled at such institution may, notwithstanding such loss of eligibility, continue to be eligible to receive a loan under part B while attending such institution for the academic year succeeding the academic year in which such loss of eligibility occurred.
- (3) Limitations based on course of study or enrollment. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution—
- (A) Offers more than 50 percent of such institution’s courses by correspondence, unless the institution is an institution that meets the definition in section 2471 (4)(C) of this title;
  - (B) Enrolls 50 percent or more of the institution’s students in correspondence courses, unless the institution is an institution that meets the definition in such section, except that the Secretary, at the request of such institution, may waive the applicability of this subparagraph to such institution for good cause, as determined by the Secretary in the case of an institution of higher education that provides a 2-or 4-year program of instruction (or both) for which the institution awards an associate or baccalaureate degree, respectively;
  - (C) Has a student enrollment in which more than 25 percent of the students are incarcerated, except that the Secretary may waive the limitation contained in this subparagraph for a nonprofit institution that provides a 2-or 4-year program of instruction (or both) for which the institution awards a bachelor’s degree, or an associate’s degree or a postsecondary diploma, respectively; or
  - (D) Has a student enrollment in which more than 50 percent of the students do not have a secondary school diploma or its recognized equivalent, and does not provide a 2-or 4-year program of instruction (or both) for which the institution awards a bachelor’s degree or an associate’s degree, respectively, except that the Secretary may waive the

limitation contained in this subparagraph if a nonprofit institution demonstrates to the satisfaction of the Secretary that the institution exceeds such limitation because the institution serves, through contracts with Federal, State, or local government agencies, significant numbers of students who do not have a secondary school diploma or its recognized equivalent.

- (4) Limitations based on management. An institution shall not be considered to meet the definition of an institution of higher education in paragraph (1) if—
    - (A) The institution, or an affiliate of the institution that has the power, by contract or ownership interest, to direct or cause the direction of the management or policies of the institution, has filed for bankruptcy, except that this paragraph shall not apply to a nonprofit institution, the primary function of which is to provide health care educational services (or an affiliate of such an institution that has the power, by contract or ownership interest, to direct or cause the direction of the institution's management or policies) that files for bankruptcy under chapter 11 of title 11 between July 1, 1998, and December 1, 1998; or
    - (B) The institution, the institution's owner, or the institution's chief executive officer has been convicted of, or has pled nolo contendere or guilty to, a crime involving the acquisition, use, or expenditure of funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42, or has been judicially determined to have committed fraud involving funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42.
  - (5) Certification. The Secretary shall certify an institution's qualification as an institution of higher education in accordance with the requirements of subpart 3 of part G of subchapter IV of this chapter.
  - (6) Loss of eligibility. An institution of higher education shall not be considered to meet the definition of an institution of higher education in paragraph (1) if such institution is removed from eligibility for funds under subchapter IV of this chapter and part C of subchapter I of chapter 34 of title 42 as a result of an action pursuant to part G of subchapter IV of this chapter.
- (b) Proprietary institution of higher education
- (1) Principal criteria. For the purpose of this section, the term “proprietary institution of higher education” means a school that—
    - (A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;
    - (B) Meets the requirements of paragraphs (1) and (2) of section 1001 (a) of this title;
    - (C) Does not meet the requirement of paragraph (4) of section 1001 (a) of this title;
    - (D) Is accredited by a nationally recognized accrediting agency or association recognized by the Secretary pursuant to part G of subchapter IV of this chapter;
    - (E) Has been in existence for at least 2 years; and
    - (F) Has at least 10 percent of the school's revenues from sources that are not derived from funds provided under subchapter IV of this chapter and part C of subchapter I of



chapter 34 of title 42, as determined in accordance with regulations prescribed by the Secretary.

- (2) Additional institutions. The term “proprietary institution of higher education” also includes a proprietary educational institution in any State that, in lieu of the requirement in paragraph (1) of section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.
- (c) Postsecondary vocational institution.
- (1) Principal criteria. For the purpose of this section, the term “postsecondary vocational institution” means a school that—
    - (A) Provides an eligible program of training to prepare students for gainful employment in a recognized occupation;
    - (B) Meets the requirements of paragraphs (1), (2), (4), and (5) of section 1001 (a) of this title; and
    - (C) Has been in existence for at least 2 years.
  - (2) Additional institutions. The term “postsecondary vocational institution” also includes an educational institution in any State that, in lieu of the requirement in paragraph (1) of section 1001 (a) of this title, admits as regular students persons who are beyond the age of compulsory school attendance in the State in which the institution is located.

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## PART II: MANAGING THE WAITING LIST

### 4-II.A. OVERVIEW

The PHA must have policies regarding various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families that are no longer interested in or eligible for assistance, as well as conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how a PHA may structure its waiting list and how families must be treated if they apply for assistance from a PHA that administers more than one assisted housing program.

### 4-II.B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 and 205]

The PHA's HCV waiting list must be organized in such a manner to allow the PHA to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this plan.

The waiting list must contain the following information for each applicant listed:

- Applicant name;
- Family unit size;
- Date and time of application;
- Qualification for any local preference;
- Racial or ethnic designation of the head of household.

HUD requires the PHA to maintain a single waiting list for the HCV program unless it serves more than one county or municipality. Such PHAs are permitted, but not required, to maintain a separate waiting list for each county or municipality served.

#### SNRHA Policy

The SNRHA will maintain a single waiting list for the HCV program and site-specific waiting lists for PBV and RAD PBV

HUD directs that a family that applies for assistance from the HCV program must be offered the opportunity to be placed on the waiting list for any public housing, project-based voucher or moderate rehabilitation program the PHA operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs.

HUD permits, but does not require, that PHAs maintain a single merged waiting list for their public housing, Section 8, and other subsidized housing programs.

A family's decision to apply for, receive, or refuse other housing assistance must not affect the family's placement on the HCV waiting list, or any preferences for which the family may qualify.

#### SNRHA Policy

The PHA will not merge the HCV waiting list with the waiting list for any other program the PHA operates.

#### **4-II.C. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206]**

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

A PHA is permitted to close the waiting list if it has an adequate pool of families to use its available HCV assistance. Alternatively, the PHA may elect to continue to accept applications only from certain categories of families that meet particular preferences or funding criteria.

##### SNRHA Policy

The PHA will close the waiting list when the estimated waiting period for housing assistance for applicants on the list reaches 24 months for the most current applicants. Where the PHA has particular preferences or funding 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 cannot be reopened until the PHA publishes a notice in local newspapers of general circulation, minority media, and other suitable media outlets. The notice must comply with HUD fair housing requirements and must specify who may apply, and where and when applications will be received.

##### SNRHA Policy

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 PHA will give public notice by publishing the relevant information on the SNRHA website at [www.snrha.org](http://www.snrha.org) and in suitable media outlets including, but not limited to:

- Las Vegas Review Journal
- The Asian Journal
- El Mundo
- Latin American Press
- The Challenger
- Culturally Diverse Advertising

The Veteran/Disabled Veteran must be the head, spouse, surviving spouse or co-head member of the household. At the time of eligibility, the Veteran/Disabled Veteran must submit their DD214 (or other official discharge documents from the Official Military Personnel File) which shows enlistment date, discharge dates, branch of service, social security number, birthdate, net active service, and type of discharge.

**Spouse of Deceased Veteran (33 points):** The spouse of a deceased veteran with a service-connected death is eligible for these preference points

**Disabled Veteran or immediate family (5 points):** A disabled veteran with a service-connected disability or their family (defined as son, daughter or spouse) will be granted these preference points.

**Residency preference (5 points):** Residency preference points will be awarded to families where the head, co-head or spouse, live, work, have been hired to work, or are enrolled full time in an accredited school in Clark County.

**Non-Elderly Disabled (NED) (10 points):** persons transitioning out of institutional and other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless.

**Victims of Domestic Violence (5 points):** The PHA will offer a local preference to families that include victims of domestic violence.

The PHA will require written verification from the police, a social service agency, the court, and/or a public or private facility giving shelter and/or counseling to victims. The documentation must verify that the family has been displaced as a result of fleeing violence in the home or they are currently living in a situation where they are being subjected to or victimized by violence in the home and identify when the actual or threatened physical violence against the applicant last occurred.

The family must certify that the abuser will not return to the household without the advance written approval of the PHA.

#### **Income Targeting Requirement [24 CFR 982.201(b)(2)]**

HUD requires that extremely low-income (ELI) families make up at least 75 percent of the families admitted to the HCV program during the PHA's fiscal year. ELI families are those with annual incomes at or below the federal poverty level or 30 percent of the area median income, whichever number is higher. To ensure this requirement is met, a PHA may skip non-ELI families on the waiting list in order to select an ELI family.

Low-income families admitted to the program that are "continuously assisted" under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

#### SNRHA Policy

## 5-II.C. EXCEPTIONS TO SUBSIDY STANDARDS

In determining family unit size for a particular family, the PHA may grant an exception to its established subsidy standards if the PHA determines that the exception is justified by the age, sex, health, handicap, or relationship of family members or other personal circumstances [24 CFR 982.402(b)(8)]. Reasons may include, but are not limited to:

- A need for an additional bedroom for medical equipment
- A need for a separate bedroom for reasons related to a family member's disability, medical or health condition

For a single person who is not elderly, disabled, or a remaining family member, an exception cannot override the regulatory limit of a zero or one bedroom [24 CFR 982.402(b)(8)].

### SNRHA Policy

The PHA will consider granting an exception for any of the reasons specified in the regulation: the age, sex, health, handicap, or relationship of family members or other personal circumstances.

The family must request any exception to the subsidy standards in writing. The request must explain the need or justification for a larger family unit size and must include appropriate documentation. Forms of acceptability by SNRHA included:

- Court ordered assignment
- Verification from a Social Service Agency

Requests based on health-related reasons must be verified by a knowledgeable professional source (e.g., doctor or health professional), unless the disability and the disability-related need for accommodation is readily apparent or otherwise known. The family's continued need for an additional bedroom due to special medical equipment must be re-verified at annual reexamination.

The PHA will notify the family of its determination within 10 business days of receiving the family's request. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing.

### **Suspensions of Voucher Term [24 CFR 982.303(c)]**

The PHA must provide for suspension of the initial or any extended term of the voucher from the date the family submits a request for PHA approval of the tenancy until the date the PHA notifies the family in writing whether the request has been approved or denied.

### **Expiration of Voucher Term**

Once a family's housing choice voucher term (including any extensions) expires, the family is no longer eligible to search for housing under the program. If the family still wishes to receive assistance, the PHA may require that the family reapply, or may place the family on the waiting list with a new application date but without requiring reapplication. Such a family does not become ineligible for the program on the grounds that it was unable to locate a unit before the voucher expired [HCV GB p. 8-13].

#### SNRHA Policy

If an applicant family's voucher term or extension expires before the PHA has approved a tenancy, the PHA will require the family to reapply for assistance.

Within 10 business days after the expiration of the voucher term or any extension, the PHA will notify the family in writing that the voucher term has expired and that the family must reapply when the waiting list is open in order to be placed on the waiting list.

## Chapter 6

### INCOME AND SUBSIDY DETERMINATIONS

[24 CFR Part 5, Subparts E and F; 24 CFR 982]

#### INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's payment and the PHA's subsidy. The PHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. This chapter describes HUD regulations and PHA policies related to these topics in three parts as follows:

Part I: Annual Income. HUD regulations specify the sources of income which are excluded from the family's annual income. These requirements and PHA policies for calculating annual income are found in Part I.

Part II: Assets. HUD regulations specify the types of assets which are excluded from a family's annual income. These requirements and PHA policies for calculating income from assets are found in Part II.

Part III: Adjusted Income. Once annual income has been established, HUD regulations require the PHA to subtract from annual income any of five mandatory deductions for which a family qualifies and allow the PHA to adopt additional permissive deductions. These requirements and PHA policies for calculating adjusted income are found in Part III.

Part IV: Calculating Family Share and PHA Subsidy. This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining PHA subsidy and required family payment.



## PART I: ANNUAL INCOME

### 6-I.A. OVERVIEW [24 CFR 5.609]

Annual income includes:

- All amounts, not specifically excluded in 24 CFR 5.609(b);
- All amounts received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse;
- Unearned income by or on behalf of each dependent who is under 18 years of age; and
- Imputed returns of an asset based on the current passbook savings rate, as determined by HUD, when the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually) and the actual returns from a given asset cannot be calculated.

In addition to this general definition, the regulations at 24 CFR 5.609(b) provide a comprehensive listing of all sources of income that are excluded from annual income. Note, unlike in previous versions of the regulations, the current regulations governing annual income do not list sources of income that are to be included. Instead, HUD relies on the definition of excluded income under 24 CFR 5.609(b) to provide the scope of what is included. To that end, generally, all income is included unless it is specifically excluded by regulation.

Annual income includes “all amounts received,” not the amount that a family may be legally entitled to receive but did not receive. For example, a family’s child support or alimony income must be based on payments received, not the amounts to which the family is entitled by court or agency orders [Notice PIH 2023-27].

Annual income also includes all actual anticipated income from assets (provided the income is not otherwise excluded) even if the asset itself is excluded from net family assets [Notice PIH 2023-27]. 24 CFR 5.603(b)(1) describes HUD regulations for treating specific types of income and assets. The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Full Definition (Exhibit 6-1)
- Treatment of Family Assets (Exhibit 6-2)
- The Effect of Welfare Benefit Reduction (Exhibit 6-3)

Sections 6-I.B and 6-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. Verification requirements for annual income are discussed in Chapter 7.

## 6-I.B. HOUSEHOLD COMPOSITION AND INCOME

### Overview

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition in accordance with HUD regulations and PHA policies in Chapter 11. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

| <b>Summary of Income Included and Excluded by Person</b>                  |   |
|---|---|
| Live-in aides   | Income from all sources (both earned and unearned) is excluded [24 CFR 5.609(b)(8)].  |
| Foster child or foster adult  | Income from all sources (both earned and unearned) is excluded [24 CFR 5.609(b)(8)].  |
| Head, spouse, or cohead<br>Other adult family members                     | All sources of income not specifically excluded by the regulations are included [24 CFR 5.609(a)].  |
| Minors  | Earned income of children under 18 years of age is excluded [24 CFR 5.609(b)(3)].<br><br>All other sources of unearned income, except those specifically excluded by the regulations, are included [24 CFR 5.609(a)]. |
| Full-time students 18 years of age or older (not head, spouse, or cohead) | Earned income in excess of the dependent deduction is excluded [24 CFR 5.609(b)(14)].<br><br>All other sources of unearned income, except those specifically excluded by the regulations, are included.               |

## **Temporarily Absent Family Members**

The current regulations governing annual income do not specifically address temporarily absent family members. The regulations also do not define “temporarily” or “permanently” absent or specify a timeframe associated with a temporary versus a permanent absence.

### SNRHA Policy

Unless specifically excluded by the regulations, the income of all family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

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

## ***Absent Students***

### SNRHA Policy

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

## ***Absences Due to Placement in Foster Care***

Children temporarily absent from the home as a result of placement in foster care (as confirmed by the state child welfare agency) are considered members of the family [24 CFR 5.403].

### SNRHA Policy

If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will continue to be counted as a family member.

## ***Absent Head, Spouse, or Cohead***

### SNRHA Policy

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

## **Family Members Permanently Confined for Medical Reasons**

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

### SNRHA Policy

The PHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse, or cohead qualifies as an elderly person or a person with disabilities.

## **Joint Custody of Dependents**

### SNRHA Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, school records, or an IRS return showing which family has claimed the child for income tax purposes.

## **Caretakers for a Child**

### SNRHA Policy

The approval of a caretaker is at the owner and PHA's discretion and subject to the owner and PHA's screening criteria. If neither a parent nor a designated guardian remains in a household receiving HCV assistance, the PHA will take the following actions.

- (1) If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
- (2) If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases the PHA will extend the caretaker's status as an eligible visitor.
- (3) At any time that custody or guardianship legally has been awarded to a caretaker, the housing choice voucher will be transferred to the caretaker.
- (4) During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

## **Unauthorized Residents [24 CFR 551(h)(2)]**

Only household members listed on the HUD 50058 are permitted to reside in the assisted unit.

### SNRHA Policy

Adults who reside in the assisted unit, for more than thirty (30) consecutive calendar days or for a minimum period of sixty (90) cumulative calendar days during a twelve (12) month period and are not listed on the HUD 50058 form, will be deemed unauthorized residents (unless SNRHA has provided prior approval and is in the process of said resident being evaluated for eligibility.)

In those cases where SNRHA has reason to believe the family has an unauthorized resident(s) in the assisted unit, a family must demonstrate the person is not an unauthorized resident by submitting at least two (2) verifiable items of information, for example:

1. A written notarized statement from the landlord
2. A legible copy of the person's current driver's license, State identification, or vehicle registration which is current
3. A lease in their name at another address shall be the most prudent choice of evidence
4. Verification of residence from another government entity
5. Most recent IRS tax transcript
6. Current pay-stub (dated within the last 60 days)

7. Auto Insurance Verification and/or Department of Motor Vehicle (DMV) Registration

The burden of proof that the individual is a visitor rests on the family. In the absence of such proof, the individual will be considered an unauthorized member of the household and SNRHA will terminate assistance since prior approval was not requested for the addition.

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## 6-I.C. CALCULATING ANNUAL INCOME

The methodology used for calculating income differs depending on whether income is being calculated at initial occupancy, interim reexamination, or at annual reexamination. However, income from assets is always anticipated regardless of certification type.

### **Anticipating Annual Income [24 CFR 5.609(c)(1)]**

At initial occupancy and for an interim reexamination of family income, the PHA is required to use anticipated income (current income) for the upcoming 12-month period following the new admission or interim reexamination effective date. Policies related to verifying income are found in Chapter 7.

#### SNRHA Policy

When the PHA cannot readily anticipate income based upon current circumstances (e.g., in the case of temporary, sporadic, or variable employment, seasonal employment, unstable working hours, or suspected fraud), the PHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.

Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the PHA to show why the historic pattern does not represent the family's anticipated income.

In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit trail will be left as to how the PHA annualized projected income.

#### ***Known Changes in Income***

If the PHA verifies an upcoming increase or decrease in income, annual income will be projected by applying each income amount to the appropriate part of the 12-month period.

**Example:** An employer reports that a full-time employee who has been receiving \$8/hour will begin to receive \$8.25/hour in the eighth week after the effective date of the new admission or interim reexamination. In such a case the PHA would calculate annual income as follows:  $(\$8/\text{hour} \times 40 \text{ hours} \times 7 \text{ weeks}) + (\$8.25 \times 40 \text{ hours} \times 45 \text{ weeks})$ .

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases the PHA will calculate annual income using current circumstances and then, should the change in income require the PHA to conduct an interim reexamination, conduct an interim reexamination in accordance with SNRHA Policy in Chapter 11.

**Calculating Annual Income at Annual Reexamination [24 CFR.609(c)(2);  
Notice PIH 2023-27]**

At annual reexamination, PHAs must first determine the family's income for the previous 12-month period and use this amount as the family income for annual reexaminations; however, adjustments to reflect current income must be made. Any change of income since the family's last annual reexamination, including those that did not meet the threshold to process an interim reexamination of family income in accordance with PHA policies in Chapter 11 and HUD regulations, must be considered. If, however, there have been no changes to income, then the amount of income calculated for the previous 12-month period is the amount that will be used to determine the family's rental assistance. Income from assets is always anticipated, irrespective of the income examination type. Policies related to conducting annual reexaminations are located in Chapter 11.



## **6-I.D. EARNED INCOME**

### ***Wages and Related Compensation [24 CFR 5.609(a); Notice PIH 2023-27]***

The earned income of each member of the family who is 18 years of age or older, or who is the head of household or spouse/cohead regardless of age, is included in annual income. Income received as a day laborer or seasonal worker is also included in annual income, even if the source, date, or amount of the income varies [24 CFR 5.609 (b)(24)].

*Earned income* means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits [24 CFR 5.100].

A *day laborer* is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future [24 CFR 5.603(b)].

A *seasonal worker* is defined as an individual who is hired into a short-term position( e.g., for which the customary employment period for the position is six months or fewer) and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry [24 CFR 5.603(b)]. Some examples of seasonal work include employment limited to holidays or agricultural seasons. Seasonal work may include but is not limited to employment as a lifeguard, ballpark vendor, or snowplow driver [Notice PIH 2023-27].

#### SNRHA Policy

The PHA will include in annual income the full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation.

For persons who regularly receive bonuses or commissions, the PHA will verify and then average amounts received for the two years preceding admission or interim reexamination. If only a one-year history is available, the PHA will use the prior year amounts. In either case the family may provide, and the PHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, the PHA will count only the amount estimated by the employer. The file will be documented appropriately.

#### ***Military Pay***

All regular pay, special pay and allowances of a member of the Armed Forces are counted except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11)].

#### ***Earnings of a Minor [24 CFR 5.609(b)(3)]***

A minor is a member of the family, other than the head of household or spouse, who is under 18 years of age. Employment income earned by minors is not included in annual income. All other sources of unearned income, except those specifically excluded by the regulations, are included.

#### ***Earned Income of Full-Time Students [24 CFR 5.609(b)(14)]***

The earned income of a dependent full-time student in excess of the amount of the dependent deduction is excluded from annual income. All sources of unearned income, except those specifically excluded by the regulations, are included.

A family member other than the head of household or spouse/cohead is considered a full-time student if they are attending school or vocational training on a full-time basis [24 CFR 5.603(b)]. To be considered “full-time,” a student must be considered “full-time” by an educational institution with a degree or certificate program [HCV GB, p. 5-29].

### **6-I.E. EARNED INCOME DISALLOWANCE FOR PERSONS WITH DISABILITIES [24 CFR 5.617; Streamlining Final Rule (SFR) Federal Register 3/8/16; Notice PIH 2023-27]**

HOTMA removed the statutory authority for the EID. The EID is available only to families that are eligible for and participating on the program as of December 31, 2023, or before; no new families may be added on or after January 1, 2024. If a family is receiving the EID prior to or on the effective date of December 31, 2023, they are entitled to the full amount of the benefit for a full 24-month period. The policies below are applicable only to such families. No family will still be receiving the EID after December 31, 2025. The EID will sunset on January 1, 2026, and the PHA policies below will no longer be applicable as of that date or when the last qualifying family exhausts their exclusion period, whichever is sooner.

#### **Calculation of the Disallowance**

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member’s current income with their “baseline income.” The family member’s baseline income is their income immediately prior to qualifying for the EID. The family member’s baseline income remains constant throughout the period that they are participating in the EID.

#### **Calculation Method**

##### ***Initial 12-Month Exclusion***

During the initial exclusion period of 12 consecutive months, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded.

##### SNRHA Policy

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

##### ***Second 12-Month Exclusion***

During the second exclusion period of 12 consecutive months, the PHA must exclude at least 50 percent of any increase in income attributable to employment or increased earnings.

##### SNRHA Policy

During the second 12-month exclusion period, the PHA will exclude 50% percent of any increase in income attributable to new employment or increased earnings.

***Lifetime Limitation***

The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they begin to receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance. The EID will sunset on January 1, 2026. In no circumstances will a family member's exclusion period continue past January 1, 2026.

## **6-I.F. BUSINESS AND SELF-EMPLOYMENT INCOME [24 CFR 5.609(b)(28); Notice PIH 2023-27]**

Annual income includes “net income from the operation of a business or profession. *Net income* is gross income minus business expenses that allows the business to operate. *Gross income* is all income amounts received into the business, prior to the deduction of business expenses.

Expenditures for business expansion or amortization of capital indebtedness may not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.”

### SNRHA Policy

To determine business expenses that may be deducted from gross income, the PHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described herein.

### **Independent Contractors**

Income received as an independent contractor is included in annual income, even if the source, date, or amount of the income varies [24 CFR 5.609 (b)(24)].

An *independent contractor* is defined as an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done [24 CFR 5.603(b)].

### **Business Expansion**

HUD regulations do not permit the PHA to deduct from gross income expenses for business expansion.

### SNRHA Policy

*Business expansion* is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

## **Capital Indebtedness**

HUD regulations do not permit the PHA to deduct from gross income the amortization of capital indebtedness.

### SNRHA Policy

*Capital indebtedness* is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means the PHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

## **Negative Business Income**

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

## **Withdrawal of Cash or Assets from a Business**

HUD regulations require the PHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

### SNRHA Policy

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of \$2,000 to help a business get started, the PHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

## **Co-owned Businesses**

### SNRHA Policy

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

## **Assets Owned by a Business Entity**

If a business entity (e.g., limited liability company or limited partnership) owns the asset, then the family's asset is their ownership stake in the business, not some portion of the business's assets. However, if the family holds the assets in their own name (e.g., they own one-third of a restaurant) rather than in the name of a business entity, then the percentage value of the asset owned by the family is what is counted toward net family assets (e.g., one-third of the value of the restaurant) [Notice PIH 2023-27].

## **6-I.G. STUDENT FINANCIAL ASSISTANCE [FR Notice 2/14/23 and Notice PIH 2023-27]**

### **Introduction**

Section 479B of the HEA requires that all assistance under Title IV of the HEA and Bureau of Indian Affairs student financial assistance, even assistance provided to students in excess of tuition and required fees or charges, be excluded from HUD income calculations.

For Section 8 programs only, however, for over 10 years through FY 2022, HUD appropriations have included a provision that for certain students receiving Section 8 assistance, any amounts received in excess of tuition and any other required fees and charges are considered income (with the exception of students who lived with their parents or who were over the age of 23 with a dependent child).

While the language in various consolidated appropriations acts is limited to federal fiscal year covered by the act, this does not rule out the possibility that similar language will be included in future years' appropriations bills.

- For any funds from a year where HUD's appropriations acts include this limitation, it will apply with respect to Section 8 participants. The PHA will follow the pre-HOTMA Section 8 student financial assistance limitation described below.
- During years in which an appropriations act does not contain this Section 8 student financial assistance limitation (or any other such limitation), then the determination of student financial assistance as included/excluded income for all Section 8 students defaults to the methodology described for the public housing program and listed below.

### **Pre-HOTMA Section 8 Student Financial Assistance Limitation [FR 4/10/06; Notice PIH 2015-21]**

In 2005, Congress passed a law (for Section 8 programs only) requiring that certain student financial assistance be included in annual income. Prior to that, the full amount of student financial assistance was excluded. For some students, the full exclusion still applies.

The regulation requiring the inclusion of certain student financial assistance applies only to students who satisfy all of the following conditions:

- They are enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965.
- They are seeking or receiving Section 8 assistance on their own—that is, apart from their parents—through the HCV program, the project-based voucher program, or the moderate rehabilitation program.
- They are under 24 years of age **OR** they have no dependent children.

For students who satisfy these three conditions, any financial assistance in excess of tuition and any other required fees and charges received: (1) under the 1965 HEA, (2) from a private source, or (3) from an institution of higher education, as defined under the 1965 HEA, must be included in annual income.

To determine annual income in accordance with the above requirements, the PHA will use the definitions of *dependent child*, *institution of higher education*, and *parents* in Chapter 3, along with the following definitions [FR 4/10/06, pp. 18148-18150]:

- *Assistance under the Higher Education Act of 1965* includes Pell Grants, Federal Supplement Educational Opportunity Grants, Academic Achievement Incentive Scholarships, State Assistance under the Leveraging Educational Assistance Partnership Program, the Robert G. Byrd Honors Scholarship Program, and Federal Work Study programs.
- *Assistance from private sources* means assistance from nongovernmental sources, including parents, guardians, and other persons not residing with the student in an HCV assisted unit.
- *Tuition and fees* are defined in the same manner in which the Department of Education defines *tuition and fees* [Notice PIH 2015-21].
  - This is the amount of tuition and required fees covering a full academic year most frequently charged to students.
  - The amount represents what a typical student would be charged and may not be the same for all students at an institution.
  - If tuition is charged on a per-credit-hour basis, the average full-time credit hour load for an academic year is used to estimate average tuition.
  - Required fees include all fixed-sum charges that are required of a large proportion of all students. Examples include, but are not limited to, writing and science lab fees and fees specific to the student's major or program (i.e., nursing program).
  - Expenses related to attending an institution of higher education must **not** be included as tuition. Examples include, but are not limited to, room and board, books, supplies, meal plans, transportation and parking, student health insurance plans, and other non-fixed-sum charges.

Any student financial assistance not subject to inclusion under the regulations is fully excluded from annual income, whether it is paid directly to the student or to the educational institution the student is attending. This includes any financial assistance received by:

- Students residing with parents who are seeking or receiving Section 8 assistance
- Students who are enrolled in an educational institution that does **not** meet the 1965 HEA definition of *institution of higher education*
- Students who are over 23 **AND** have at least one dependent child, as defined in section 3-II.E
- Students who are receiving financial assistance through a governmental program not authorized under the 1965 HEA.

### **HOTMA Student Financial Assistance Requirements [24 CFR 5.609(b)(9)]**

The regulations under HOTMA distinguish between two categories of student financial assistance paid to both full-time and part-time students.

## Types of Assistance

Any assistance to students under section 479B of the Higher Education Act of 1965 (Title IV of the HEA) must be excluded from the family's annual income [24 CFR 5.609(b)(9)(i)].

Examples of assistance under title IV of the HEA include:

- Federal Pell Grants;
- Teach Grants;
- Federal Work Study Programs;
- Federal Perkins Loans;
- Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act (WIOA); or
- Bureau of Indian Affairs/Education student assistance programs
  - The Higher Education Tribal Grant
  - The Tribally Controlled Colleges or Universities Grant Program

Any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education not otherwise excluded by the Federally mandated income exclusions are excluded [24 CFR 5.609(b)(9)(ii)]. *Actual covered costs* are defined as the actual costs of:

- Tuition, books, and supplies;
  - Including supplies and equipment to support students with learning disabilities or other disabilities
- Room and board; and
- Other fees required and charged to a student by the education institution.



For a student who is not the head of household or spouse/cohead, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

Further, to qualify, other student financial assistance must be expressly:

- For tuition, book, supplies, room and board, or other fees required and charged to the student by the educational institution;
- To assist a student with the costs of higher education; or
- To assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the educational institution and not residing in an assisted unit.

The student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by the PHA.

The financial assistance must be a grant or scholarship received from:

- The Federal government;
- A state, tribal, or local government ;
- A private foundation registered as a nonprofit;
- A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- An institution of higher education.

Student financial assistance, does not include:

- Financial support provided to the student in the form of a fee for services performed; (e.g., a work study or teaching fellowship that is not excluded under section 479B of the Higher Education Act HEA);
- Gifts, including gifts from family or friends; or
- Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under the HEA, exceeds the actual covered costs of the student.

### **Calculating Income from Student Financial Assistance [HOTMA Student Financial Assistance Resource Sheet; Notice PIH 2023-27]**

The formula for calculating the amount of other student financial assistance that is excluded from income always begins with deducting the assistance received under 479B of the HEA from the total actual covered costs, because the 479B assistance is intended to pay the student's actual covered costs. When a student receives assistance from both Title IV of the HEA and from other sources, the assistance received under Title IV of the HEA must be applied to the student's actual covered costs first and then other student financial assistance is applied to any remaining actual covered costs. Once actual costs are covered, any remaining student financial assistance is considered income.

## SNRHA Policy

If a student only receives financial assistance under Title IV of the HEA and does not receive any other student financial assistance, the PHA will exclude the full amount of the assistance received under Title IV from the family's annual income. The PHA will not calculate actual covered costs in this case.

If the student does not receive any assistance under Title IV of the HEA but does receive assistance from another source, the PHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The PHA will then subtract the total amount of the student's financial assistance from the student's actual covered costs. The PHA will include any amount of financial assistance in excess of the student's actual covered costs in the family's annual income.

### **Example 1**

- Actual covered costs: \$20,000
- Other student financial assistance: \$25,000
- Excluded income: \$20,000 (\$25,000 in financial assistance - \$20,000 in actual covered costs)
- Included income: \$5,000

When a student receives assistance from both Title IV of the HEA and from other sources, the PHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The assistance received under Title IV of the HEA will be applied to the student's actual covered costs first and then the other student financial assistance will be applied to any remaining actual covered costs.

If the amount of assistance excluded under Title IV of the HEA equals or exceeds the actual covered costs, none of the assistance included under other student financial assistance" would be excluded from income.

### **Example 2**

- Actual covered costs: \$25,000
- Title IV HEA assistance: \$26,000
- Title IV HEA assistance covers the students entire actual covered costs.
- Other Student Financial Assistance: \$5,000
- Excluded income: The entire Title IV HEA assistance of \$26,000
- Included income: All other financial assistance of \$5,000

If the amount of assistance excluded under Title IV of the HEA is less than the actual covered costs, the PHA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.

### **Example 3**

- Actual covered costs: \$22,000
- Title IV HEA assistance: \$15,000
- The remaining amount not covered by Title IV HEA assistance is \$7,000 (\$22,000 in actual covered costs - \$15,000 in Title IV HEA assistance).
- Other Student Financial Assistance: \$5,000
- \$7,000 in remaining actual covered costs - \$5,000 in other financial assistance
- Excluded income: \$15,000 entire amount of the Title IV HEA Assistance + \$5,000 in other financial assistance
- Included income: \$0

### **Example 4**

- Actual covered costs: \$18,000
- Title IV HEA Assistance: \$15,000
- The remaining amount not covered by Title IV HEA assistance is \$3,000 (\$18,000 in actual covered costs - \$15,000 in Title IV HEA Assistance)
- Other student Financial Assistance: \$5,000
- When other student financial assistance is applied, financial assistance exceeds actual covered costs by \$2,000 (\$3,000 in actual covered costs - \$5,000 in other financial assistance).
- Included income: \$2,000 (the amount by which the financial aid exceeds the student's actual covered costs).

## 6-I.H. PERIODIC PAYMENTS

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are not included in annual income. Regulations do not specify which types of periodic payments are included in annual income.

Income that has a discrete end date and will not be repeated beyond the coming year is excluded from a family's annual income because it is nonrecurring income. However, this does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that can be extended. For example, a family receives income from a guaranteed income program in their city that has a discrete beginning and end date. While the guaranteed income will be repeated in the coming year, it will end before the family's next annual reexamination. This income is fully excluded from annual income.

Insurance payments and settlements for personal or property losses, including but not limited to payments under health insurance, motor vehicle insurance, and workers' compensation, are excluded from annual income. However, periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages for workers' compensation are included in annual income. Payments received in lieu of wages for worker's compensation are excluded, even if paid in periodic payments, if the income will last for a period of less than one year.

### SNRHA Policy

The PHA will include in annual income 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.

Payments in lieu of earnings, such as unemployment and disability compensation, and severance pay are also counted as income if they are received in the form of periodic payments.

### **Lump-Sum Payments for the Delayed Start of a Periodic Payment [24 CFR 5.609(b)(16)]**

Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts are excluded from annual income.

### SNRHA Policy

The PHA will include in annual income lump sums received as a result of delays in processing periodic payments (other than those specifically excluded by the regulation), such as unemployment or welfare assistance.

When a delayed-start payment is received that is to be included and the family reports this during the period in which the PHA is processing an annual reexamination, the PHA will adjust the family's rent retroactively for the period the payment was intended to cover.

If the delayed-start payment is received outside of the time the PHA is processing an annual reexamination, then the PHA will consider whether the amount meets the threshold to conduct an interim reexamination. If so, the PHA will conduct an interim in accordance with PHA policies in Chapter 11. If not, the PHA will consider the amount when processing the family's next annual recertification.

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### **Retirement Accounts [24 CFR 5.609(b)(26); Notice PIH 2023-27]**

Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals is not considered actual income from assets.

However, any distribution of periodic payments from such accounts is included in annual income at the time they are received by the family.

An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

### **Social Security Benefits [Notice PIH 2018-24]**

The PHA is required to use the gross benefit amount to calculate annual income from Social Security benefits.

Annually in October, the Social Security Administration (SSA) announces the cost-of-living adjustment (COLA) by which federal Social Security and SSI benefits are adjusted to reflect the increase, if any, in the cost of living. The federal COLA does not apply to state-paid disability benefits. Effective the day after the SSA has announced the COLA, PHAs are required to factor in the COLA when determining Social Security and SSI annual income for all annual reexaminations and interim reexaminations of family income that have not yet been completed and will be effective January 1 or later of the upcoming year [Notice PIH 2023-27].

#### SNRHA Policy

Annual income includes “all amounts received,” not the amount that a family may be legally entitled to receive but which they do not receive. When the SSA overpays an individual, resulting in a withholding or deduction from their benefit amount until the overpayment is paid in full, the PHA will use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount. Further, if a family’s social security income is garnished for any reason, the PHA will use the net amount after the garnishment in order to calculate the family’s income.

## **Alimony and Child Support**

Annual income includes “all amounts received,” not the amount that a family may be legally entitled to receive but which they do not receive. For example, a family’s child-support or alimony income must be based on payments received, not the amounts to which the family is entitled by court or agency orders [Notice PIH 2023-27].

### SNRHA Policy

The PHA will count all regular payments of alimony or child support awarded as part of a divorce or separation agreement.

The PHA will count court-awarded amounts for alimony and child support unless the family certifies and the PHA verifies that the payments are not being made.

In order to verify that payments are not being made, the PHA will review child support payments over the last three months.

If payments are being made regularly, the PHA will use the amount received during the last 12 months (excluding any lump sums received). If payments have been made for a period less than 12 months, the PHA will average all payments that have been made.

At new admission or interim recertification, if any lump sum payments were made in the past 12 months, the PHA will determine the likelihood of the family receiving another similar payment within the next 12 months before deciding whether or not this amount will be included in the calculation of annual income.

If the PHA determines and can appropriately verify that the family in all likelihood will not receive a similar payment, then the amount will not be considered when projecting annual income.

If the PHA determines that it is likely that the family will receive a similar payment and can appropriately verify it, the amount will be included when projecting annual income.

If no payments have been made in the past three months and there are no lump sums, the PHA will not include alimony or child support in annual income

## **6-I.I. NONRECURRING INCOME [24 CFR 5.609(b)(24 and Notice PIH 2023-27)]**

Nonrecurring income, which is income that will not be repeated beyond the coming year (e.g., 12 months following the effective date of the certification) based on information provided by the family, is excluded from annual income. The PHA may accept a self-certification from the family stating that the income will not be repeated in the coming year. See Chapter 7 for PHA policies related to verification of nonrecurring income.

Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income as nonrecurring income, even if the source, date, or amount of the income varies.

Income that has a discrete end date and will not be repeated beyond the coming year during the family's upcoming annual reexamination period will be excluded from a family's annual income as nonrecurring income. This exclusion does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that can be extended.

Income amounts excluded under this category may include, but are not limited to:

- Nonrecurring payments made to the family or to a third party on behalf of the family to assist with utilities;
- Payments for eviction prevention;
- Security deposits to secure housing;
- Payments for participation in research studies (depending on the duration); and
- General one-time payments received by or on behalf of the family.

Nonrecurring income that is excluded under the regulations includes:

- Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment [24 CFR 5.609(b)(24)(i)].
- Direct federal or state payments intended for economic stimulus or recovery [24 CFR 5.609(b)(24)(ii)].
- Amounts directly received by the family as a result of state refundable tax credits or state or federal tax refunds at the time they are received [24 CFR 5.609(b)(24)(iii) and (iv)].
- Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries) [24 CFR 5.609(b)(24)(v)].
- Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization [24 CFR 5.609(b)(24)(vi)]. When calculating annual income, PHAs are prohibited from assigning monetary value to non-monetary in-kind donations received by the family [Notice PIH 2023-27]. Non-recurring, non-monetary in-kind donations from friends and family are excluded as non-recurring income.
- Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings [24 CFR 5.609(b)(24)(vii)].



## **6-I.J. WELFARE ASSISTANCE**

### **Overview**

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments.

### **Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]**

The PHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-3. The requirements are summarized below. This rule applies only if a family was receiving HCV assistance at the time the sanction was imposed.

#### ***Covered Families***

The families covered by 24 CFR 5.615 are those “who receive welfare assistance or other public assistance benefits (‘welfare benefits’) from a State or other public agency (‘welfare agency’) under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance” [24 CFR 5.615(b)]

#### ***Imputed Income***

When a welfare agency imposes a sanction that reduces a family’s welfare income because the family commits fraud or fails to comply with the agency’s economic self-sufficiency program or work activities requirement, the PHA must include in annual income “imputed” welfare income. The PHA must request that the welfare agency provide the reason for the reduction of benefits and the amount of the reduction of benefits. The imputed welfare income is the amount that the benefits were reduced as a result of the sanction.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

#### ***Offsets***

The amount of the imputed welfare income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

### **I.K. STATE PAYMENTS TO ALLOW INDIVIDUALS WITH DISABILITIES TO LIVE AT HOME [24 CFR 5.609(b)(19)]**

Payments made by or authorized by a state Medicaid agency (including through a managed care entity) or other state or federal agency to an assisted family to enable a member of the assisted family who has a disability to reside in the family's assisted unit are excluded.

Authorized payments may include payments to a member of the assisted family through state Medicaid-managed care systems, other state agencies, federal agencies or other authorized entities.

The payments must be received for caregiving services a family member provides to enable another member of the assisted family who has a disability to reside in the family's assisted unit. Payments to a family member for caregiving services for someone who is not a member of the assisted family (such as for a relative that resides elsewhere) are not excluded from income.

Furthermore, if the agency is making payments for caregiving services to the family member for an assisted family member and for a person outside of the assisted family, only the payments attributable to the caregiving services for the caregiver's assisted family member would be excluded from income.

### **6-I.L. CIVIL RIGHTS SETTLEMENTS [24 CFR 5.609(b)(25); FR Notice 2/14/23]**

Regardless of how the settlement or judgment is structured, civil rights settlements or judgments, including settlements or judgments for back pay, are excluded from annual income. This may include amounts received because of litigation or other actions, such as conciliation agreements, voluntary compliance agreements, consent orders, other forms of settlement agreements, or administrative or judicial orders under the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act (Section 504), the Americans with Disabilities Act, or any other civil rights or fair housing statute or requirement.

While these civil rights settlement or judgment amounts are excluded from income, the settlement or judgment amounts will generally be counted toward the family's net family assets (e.g., if the funds are deposited into the family's savings account or a revocable trust under the control of the family or some other asset that is not excluded from the definition of *net family assets*). Income generated on the settlement or judgment amount after it has become a net family asset is not excluded from income. For example, if the family received a settlement or back pay and deposited the money in an interest-bearing savings account, the interest from that account would be income at the time the interest is received.

Furthermore, if a civil rights settlement or judgment increases the family's net family assets such that they exceed \$50,000 (as annually adjusted by an inflationary factor), then income will be imputed on the net family assets pursuant to 24 CFR 5.609(a)(2). If the imputed income, which HUD considers unearned income, increases the family's annual adjusted income by 10 percent or more, then an interim reexamination of income will be required unless the addition to the family's net family assets occurs within the last three months of the family's income certification period and the PHA or owner chooses not to conduct the examination.

## **6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME [24 CFR 5.609(b)]**

Other exclusions contained in 24 CFR 5.609(b) that have not been discussed earlier in this chapter include the following:

- Payments received for the care of foster children or foster adults or state or tribal kinship or guardianship care payments [24 CFR 5.609(b)(4)].
- Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation [24 CFR 5.609(b)(5)]. However, periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages for workers' compensation are included in annual income [Notice PIH 2023-27].
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member [24 CFR 5.609(b)(6)].
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled [24 CFR 5.609(b)(7)].
- Income and distributions from any Coverdell education savings account under Section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under Section 529 of such Code [24 CFR 5.609(b)(10)].
- Income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by federal, state, or local government [24 CFR 5.609(b)(10)].
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11)].
- Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance [24 CFR 5.609(b)(17)]. This income exclusion applies only to veterans in need of regular aid and attendance and not to other beneficiaries of the payments, such as a surviving spouse [Notice PIH 2023-27].
- Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car) [24 CFR 5.609(b)(20)]. The loan borrower or co-borrower must be a member of the family for this income exclusion to be applicable [Notice PIH 2023-27].

- Payments received by tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other federal law [24 CFR 5.609(b)(21)]. Generally, payments received by tribal members in excess of the first \$2,000 of per capita shares are included in a family's annual income for purposes of determining eligibility. However, as explained in Notice PIH 2023-27, payments made under the Cobell Settlement, and certain per capita payments under the recent Tribal Trust Settlements, must be excluded from annual income in HUD programs that adopt the definitions of *annual income* in 24 CFR 5.609, the Census Long Form, and the IRS Form 1040, including the programs affected by Notice PIH 2023-27.
- Replacement housing "gap" payments made in accordance with 49 CFR Part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments [24 CFR 5.609(b)(23)].
- Income earned on amounts placed in a family's Family Self-Sufficiency account [24 CFR 5.609(b)(27)].
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program [24 CFR 5.609(i)(12)(ii)].
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(b)(12)(i)].
- Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development [24 CFR 5.600(b)(12)(iii)].

Incremental earnings and benefits to any family member resulting from participation in qualifying training program funded by HUD or in qualifying federal, state, tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program unless those amounts are excluded under 24 CFR 5.609(b)(9)(i) [24 CFR 5.609(b)(12)(iv)].

#### SNRHA Policy

The PHA defines *training program* as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education” [expired Notice PIH 98-2, p. 3].

The PHA defines *incremental earnings and benefits* as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

In calculating the incremental difference, the PHA will use as the pre-enrollment income the total annualized amount of the family member’s welfare assistance and earnings reported on the family’s most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with the PHA’s interim reporting requirements (see Chapter 11).

- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(b)(13)].
- Adoption assistance payments for a child in excess of the amount of the dependent deduction per adopted child [24 CFR 5.609(b)(15)].

- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(b)(20)].
- Amounts that HUD is required by federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(b) apply. HUD will publish a notice in the *Federal Register* to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

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HUD publishes an updated list of these exclusions periodically. The most recent list of exclusions was published in the *Federal Register* on May 20, 2014. It includes:

- (a) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
- (b) Benefits under Section 1780 of the School Lunch Act and Child Nutrition Act of 1966, including WIC
- (c) Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- (d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
- (e) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
- (f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
- (g) Payments received under programs funded in whole or in part under the Workforce Investment Act of 1998 (29 U.S.C. 2931)
- (h) Deferred disability benefits from the Department of Veterans Affairs, whether received as a lump sum or in monthly prospective amounts
- (i) Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)
- (j) Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b))
- (k) A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010
- (l) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)
- (m) Benefits under the Indian Veterans Housing Opportunity Act of 2010 (only applies to Native American housing programs)
- (n) Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- (o) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent Orange* product liability litigation, M.D.L. No. 381 (E.D.N.Y.)

- (p) Payments received under 38 U.S.C. 1833(c) to children of Vietnam veterans born with spinal bifida, children of women Vietnam veterans born with certain birth defects, and children of certain Korean service veterans born with spinal bifida
- (q) Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)
- (r) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- (s) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))
- (t) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
- (u) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965j, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs, the exception found in § 237 of Public Law 109-249 applies and requires that the amount of financial assistance in excess of tuition and mandatory fees shall be considered income in accordance with the provisions codified at 24 CFR 5.609(b)(9), except for those persons with disabilities as defined by 42 U.S.C. 1437a(b)(3)(E) (Pub. L. 109-249) (See Section 6-I.L. for exceptions.)
- (v) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- (w) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)
- (x) Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002
- (y) Payments made from the proceeds of Indian tribal trust cases as described in Notice PIH 2013-30, "Exclusion from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117b(a))
- (z) Major disaster and emergency assistance received under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by states, local governments, and disaster assistance organizations
- (aa) Distributions from an ABLÉ account, and actual or imputed interest on the ABLÉ account balance [See also Notice PIH 2019-09]



## PART II: ASSETS

### 6-II.A. OVERVIEW

Annual income includes all actual anticipated income from assets (unless otherwise excluded by the regulations) even if the asset itself is excluded from net family assets [Notice PIH 2023-27].

The regulation at 24 CFR 5.603(b)(3) provides a list of items that are excluded from the calculation of net family assets. Note, unlike previous versions of the regulations, the current regulations do not list types of assets that are included in annual income. Instead, HUD relies on the definition of items excluded from assets to provide the scope of what is included. Exhibit 6-2 provides the regulatory definition of *net family assets*.

Optional policies for family self-certification of assets are found in Chapter 7. Policies related to the asset limitation may be found in Chapter 3.

Income from assets is always anticipated, irrespective of the income examination type.

#### SNRHA Policy

The PHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. The PHA will use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected, (2) it is not feasible to anticipate a level of income over 12 months, or (3) the PHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income, but the property is currently vacant, the PHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

Any time current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases the family may present information and documentation to the PHA to show why the asset income determination does not represent the family's anticipated asset income.

## **6-II.B. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE [24 CFR 5.603(b)(2)]**

PHAs must include the value of any business or family assets disposed of by an applicant or participant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application or reexamination, as applicable, in excess of the consideration received for the asset.

An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value. [Notice PIH 2023-27].

### ***Minimum Threshold***

The *HCV Guidebook* permits the PHA to set a threshold below which assets disposed of for less than fair market value will not be counted [HCV GB, p. 5-27].

#### SNRHA Policy

The PHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.

### ***Separation or Divorce***

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

#### SNRHA Policy

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

### ***Foreclosure or Bankruptcy***

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

### ***Asset Owned by a Business Entity***

If a business entity (e.g., limited liability company or limited partnership) owns the asset, then the family's asset is their ownership stake in the business, not some portion of the business's assets. However, if the family holds the assets in their own name (e.g., they own one third of a restaurant) rather than in the name of a business entity, then the percentage value of the asset owned by the family is what is counted toward net family assets (e.g., one-third of the value of the restaurant) [Notice PIH 2023-27].

## ***Family Declaration***

### **SNRHA Policy**

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. The PHA may verify the value of the assets disposed of if other information available to the PHA does not appear to agree with the information reported by the family.

## **6-II.C. ASSET INCLUSIONS AND EXCLUSIONS**

### ***Checking and Savings Accounts [Notice PIH 2023-27]***

HUD considers bank accounts as non-necessary items of personal property. Whether or not necessary personal property is counted toward net family assets depends on the combined value of all of the family's assets.

- When the combined value of net family assets is greater than \$50,000, as adjusted by inflation, checking and/or savings accounts would be counted toward net family assets.
- When the combined value of all non-necessary personal property does not exceed \$50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets. In this case, the value of the family's checking and/or savings accounts would not be considered when calculating net family assets.

However, actual income from checking and savings accounts is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded.

### ***ABLE Accounts [24 CFR 5.609(b)(10); Notice PIH 2019-09]***

An Achieving a Better Life Experience (ABLE) account is a type of tax-advantaged savings account that an eligible individual can use to pay for qualified disability expenses. Section 103 of the ABLE Act mandates that an individual's ABLE account (specifically, its account balance, contributions to the account, and distributions from the account) is excluded when determining the designated beneficiary's eligibility and continued occupancy under certain federal means-tested programs. The PHA must exclude the entire value of the individual's ABLE account from the household's assets. Distributions from the ABLE account are also not considered income. However, all wage income received, regardless of which account the money is paid to, is included as income.

***Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds  
[24 CFR 5.603(b)(1)]***

HUD considers financial investments such as stocks and bonds non-necessary items of personal property. Whether non-necessary personal property is counted toward net family assets depends on the combined value of all of the family's assets.

- When the combined value of net family assets is greater than \$50,000, as adjusted by inflation, financial investments such as stocks and bonds are considered part of net family assets. In this case, the value of the family's checking and/or savings accounts would be counted toward net family assets.
- When the combined value of all non-necessary personal property does not exceed \$50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets. In this case, the value of the family's financial investments such as stocks and bonds would not be considered when calculating net family assets.

However, actual income from financial accounts is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded. When a stock issues dividends in some years but not others (e.g., due to market performance), the dividend is counted as the actual return when it is issued, but when no dividend is issued, the actual return is \$0. When the stock never issues dividends, the actual return is \$0.

SNRHA Policy

The PHA will include interest or dividends earned by investment accounts as actual income from assets even when the earnings are reinvested.

The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

In determining the market value of an investment account, the PHA will use the value of the account on the most recent investment report.

### ***Necessary and Non-Necessary Personal Property [24 CFR 5.603(b)(3)(i)]***

All assets are categorized as either *real property* (e.g., land, a home) or *personal property*.

*Personal property* includes tangible items, like boats, as well as intangible items, like bank accounts.

The value of necessary items of personal property is excluded from the calculation of net family assets. Necessary items of personal property include a car used for commuting or medical devices.

HUD defines *necessary personal property* as items essential to the family for the maintenance, use, and occupancy of the premises as a home; or they are necessary for employment, education, or health and wellness. Necessary personal property includes more than merely items that are indispensable to the bare existence of the family. It may include personal effects (such as items that are ordinarily worn or utilized by the individual), items that are convenient or useful to a reasonable existence, and items that support and facilitate daily life within the family's home. Necessary personal property also includes items that assist a household member with a disability, including any items related to disability-related needs, or that may be required for a reasonable accommodation for a person with a disability. Necessary personal property does not include bank accounts, other financial investments, or luxury items. Items of personal property that do not qualify as necessary personal property are classified as non-necessary personal property.

The combined value of all **non-necessary** items of personal property is only included in annual income when the combined total value exceeds \$50,000 (adjusted annually by HUD). When the combined value of all non-necessary personal property does not exceed \$50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets.

While not an exhaustive list, the following table from Notice PIH 2023-27 provides examples of necessary and non-necessary personal property.

| Necessary Personal Property   | Non-Necessary Personal Property   |
|---|---|
| <p>Car(s)/vehicle(s) that a family relies on for transportation for personal or business use (e.g., bike, motorcycle, skateboard, scooter)</p> <p>Furniture, carpets, linens, kitchenware</p> <p>Common appliances</p> <p>Common electronics (e.g., radio, television, DVD player, gaming system)</p> <p>Clothing</p> <p>Personal effects that are not luxury items (e.g., toys, books)</p> <p>Wedding and engagement rings</p> <p>Jewelry used in religious/cultural celebrations and ceremonies</p> <p>Religious and cultural items</p> <p>Medical equipment and supplies</p> <p>Health care–related supplies</p> <p>Musical instruments used by the family</p> <p>Personal computers, phones, tablets, and related equipment</p> <p>Professional tools of trade of the family, for example professional books</p> <p>Educational materials and equipment used by the family, including equipment to accommodate persons with disabilities</p> <p>Equipment used for exercising (e.g., treadmill, stationary bike, kayak, paddleboard, ski equipment)</p> | <p>Recreational car/vehicle not needed for day-to-day transportation for personal or business use (campers, motorhomes, traveling trailers, all-terrain vehicles (ATVs))</p> <p>Bank accounts or other financial investments (e.g., checking account, savings account, stocks/bonds)</p> <p>Recreational boat/watercraft</p> <p>Expensive jewelry without religious or cultural value, or which does not hold family significance</p> <p>Collectibles (e.g., coins/stamps)</p> <p>Equipment/machinery that is not used to generate income for a business</p> <p>Items such as gems/precious metals, antique cars, artwork, etc.</p> |

SNRHA Policy

In determining the value of non-necessary personal property, the PHA will use the family’s estimate of the value. The PHA may obtain an appraisal if there is reason to believe that the family’s estimated value is off by \$50 or more. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

***Lump-Sum Additions to Net Family Assets [24 CFR 5.609(b)(24)(viii); Notice PIH 2023-27]***

The regulations exclude income from lump-sum additions to family assets, including lottery or other contest winnings as a type of nonrecurring income.

In addition, lump sums from insurance payments, settlements for personal or property losses, and recoveries from civil actions or settlements based on claims of malpractice, negligence, or other breach of duty owed to a family member arising out of law that resulted in a member of the family becoming a family member with a disability are excluded from income.

Further, deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts are also excluded from income.

However, these amounts may count toward net family assets. The PHA must consider any actual or imputed returns from assets as income at the next applicable income examination. In the case where the lump sum addition to assets would lead to imputed income, which is unearned income, that increases the family's annual adjusted income by 10 percent or more, then the addition of the lump sum to the family's assets will trigger an immediate interim reexamination of income in accordance with Chapter 11. This reexamination of income must take place as soon as the lump sum is added to the family's net family assets unless the addition takes place in the last three months of family's income certification period and the PHA chooses not to conduct the examination.

For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see sections 6-I.H and 6-I.I.

SNRHA Policy

Any lump-sum receipts are only counted as assets if they are retained by a family in a form recognizable as an asset. [RHIIP FAQs]. For example, if the family receives a \$1,000 lump sum for lottery winnings, and the family immediately spends the entire amount, the lump sum will not be counted toward net family assets.

### ***Jointly Owned Assets [Notice PIH 2023-27]***

For assets owned jointly by the family and one or more individuals outside of the assisted family, the PHA must include the total value of the asset in the calculation of net family assets, unless:

- The asset is otherwise excluded;
- The family can demonstrate that the asset is inaccessible to them; or
- The family cannot dispose of any portion of the asset without the consent of another owner who refuses to comply.

If the family demonstrates that they can only access a portion of an asset, then only that portion's value is included in the calculation of net family assets for the family.

Any income from a jointly owned asset must be included in annual income, unless:

- The income is specifically excluded;
- The family demonstrates that they do not have access to the income from that asset; or
- The family only has access to a portion of the income from that asset.

If the family demonstrates that they can only access a portion of the income from an asset, then only that portion's value is included in the calculation of income from assets.

If an individual is a beneficiary who is entitled to access the account's funds only upon the death of the account's owner, and may not otherwise withdraw funds from an account, then the account is not an asset to the assisted family, and the family should provide proper documentation demonstrating that they are only a beneficiary on the account.

### ***Trusts [24 CFR 5.609(b)(2) and 5.603(b)(4)]***

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

The following types of trust distributions are excluded from annual income:

- Distributions of the principal or corpus of the trust; and
- Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

The basis for determining how to treat trusts relies on information about who has access to either the principal in the account or the income from the account. There are two types of trusts, *revocable* and *irrevocable*.



When the creator sets up an *irrevocable trust*, the creator has no access to the funds in the account. Irrevocable trusts not under the control of any member of the family or household are not assets. Typically, special needs trusts are considered irrevocable. The value of the trust is not included in net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household [24 CFR 5.603(b)(4)]. Where an irrevocable trust is excluded from net family assets, the PHA must not consider actual income earned by the trust (e.g., interest earned, rental income if property is held in the trust) for so long as the income from the trust is not distributed. If the value of the trust is not considered part of the family's net assets, then distributions from the trust are treated as follows:

- All distributions from the trust's principal are excluded from income.
- Distributions of income earned by the trust (i.e., interest, dividends, realized gains, or other earnings on the trust's principal), are included as income unless the distribution is used to pay for the health and medical expenses for a minor.

A *revocable trust* is a trust that the creator of the trust may amend or end (revoke). When there is a revocable trust, the creator has access to the funds in the trust account.

The value of revocable trusts that are not under the control of the family are excluded from net family assets. This happens when a member of the assisted family is the beneficiary of a revocable trust, but the grantor is not a member of the assisted family. In this case the beneficiary does not "own" the revocable trust, and the value of the trust is excluded from net family assets. For the revocable trust to be considered excluded from net family assets, no family or household member may be the account's trustee. If this is the case, then distributions from the trust are treated as follows:

- All distributions from the trust's principal are excluded from income.
- Distributions of income earned by the trust (i.e., interest, dividends, realized gains, or other earnings on the trust's principal), are included as income unless the distribution is used to pay for the health and medical expenses for a minor.

Revocable trusts under the control of the family or household (e.g., the grantor is a member of the assisted family or household) are considered assets and must be included in net family assets.

If the value of the trust is considered part of the family's net assets, then distributions from the trust are not considered income to the family. The PHA must count all actual returns (e.g., interest earned) from the trust as income or, if the trust has no actual returns (e.g., if the trust is comprised of farmland that is not in use) and the total value of the combined net family assets exceeds \$50,000 (as that amount is updated for inflation), as imputed returns, as applicable.

***Life Insurance [FR Notice 2/14/23 and Notice PIH 2023-27]***

Net family assets do not include the value of term life insurance, which has no cash value to the individual before death.

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets. The cash value is the surrender value. While the cash value of an insurance policy is considered an asset, the face value of any policy is not. If such a policy earns dividends or interest that the family could elect to receive, the amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

***Tax Refunds [24 CFR 5.603(b)(3)(xi) and Notice PIH 2023-27]***

All amounts received by a family in the form of federal tax refunds or refundable tax credits are excluded from a family's net family assets for a period of 12 months after receipt by the family.

At the time of an annual or interim reexamination of income, if the federal tax refund was received during the 12 months preceding the effective date of the reexamination, then the amount of the refund that was received by the family is subtracted from the total value of the account in which the federal tax refund or refundable tax credits were deposited. When the subtraction results in a negative number, then the balance of the asset is considered \$0.

If the tax refund or refundable tax credit is deposited into another excluded asset, such as a retirement account or a Coverdell Education Savings Account, then the deposit will have no effect on the balance of the asset (i.e., there is no need for the PHA to subtract the amount of the deposit from the value of the excluded asset).

***Asset Exclusions [24 CFR 5.603(b)]***

The following are excluded from the calculations of net family assets:

- The value of any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals [24 CFR 5.603(b)(3)(iii)].
- The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located [24 CFR 5.603(b)(3)(iv)].
  - *Real property* as used in this part has the same meaning as that provided under the law of the state in which the property is located [24 CFR 5.100].
  - Examples of this include but are not limited to co-ownership situations (including situations where one owner is a victim of domestic violence), where one party cannot unilaterally sell the real property; property that is tied up in litigation; and inherited property in dispute [Notice PIH 2023-27].
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability [24 CFR 5.603(b)(3)(v)];
- The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 [24 CFR 5.603(b)(3)(vi)];

- The value of any qualified tuition program under Section 529 of such Code [24 CFR 5.603(b)(3)(vi)];
- The value of any “baby bond” account created, authorized, or funded by federal, state, or local government [24 CFR 5.603(b)(3)(vi)];
- Interests in Indian trust land [24 CFR 5.603(b)(3)(vii)];
- Equity in a manufactured home where the family receives assistance under 24 CFR part 982 [24 CFR 5.603(b)(3)(viii)];
- Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982 [24 CFR 5.603(b)(3)(ix)];
- Family Self-Sufficiency accounts [24 CFR 5.603(b)(3)(x)];
- Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family [24 CFR 5.603(b)(3)(xi)].
- The full amount of assets held in an irrevocable trust [Notice PIH 2023-27]; and
- The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the participant family or household [Notice PIH 2023-27].

## 6-II.D. DETERMINING INCOME FROM ASSETS

In some cases, amounts that are excluded from net family assets may be included as annual income when disbursements are made to a family from an asset. In other cases, amounts are excluded from annual income as a lump-sum addition to net family assets, but those funds are then considered a net family asset if held in an account or other investment that is considered part of net family assets [Notice PIH 2023-27].

### *Net Family Assets*

*Net family assets* are defined as the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

#### SNRHA Policy

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions such as settlement costs and transfer taxes [New PH OCC GB, *Income Determinations*, p. 24].

The calculation of asset income sometimes requires the PHA to make a distinction between an asset's market value and its cash value.

- The market value of an asset is its worth in the market (e.g., the amount a buyer would pay for real estate or the total value of an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

The cash value of real property or other assets with negative equity would be considered \$0 for the purposes of calculating net family assets. Negative equity in real property or other investments does not prohibit the family from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets [Notice PIH 2023-27].

### ***Actual Income from Assets***

Income from assets must be included on the Form HUD-50058 regardless of the amount of income. Actual income from assets is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded by 24 CFR 5.609(b).

Income or returns from assets are generally considered to be interest, dividend payments, and other actual income earned on the asset, and not the increase in market value of the asset. The increase in market value is relevant to the cash value of the asset for the purpose of determining total net family assets and imputing income.

The PHA may determine the net assets of a family based on a self-certification by the family that the net family assets do not exceed \$50,000 (adjusted annually by HUD), without taking additional steps to verify the accuracy of the declaration [24 CFR 5.618(b)]. Policies related to verification of assets are found in Chapter 7 of this policy.

The PHA may not calculate or include any imputed income from assets when net family assets total \$50,000 or less [24 CFR 5.609(b)(1)]. The actual income from assets must be included on the Form HUD-50058.

### ***Imputed Income from Assets***

When net family assets exceed \$50,000 (adjusted annually by HUD), the PHA may not rely on self-certification. If actual returns can be calculated, the PHA must include actual income from the asset on the Form HUD-50058 (for example, a savings account or CD where the rate of return is known). If actual returns cannot be calculated, the PHA must calculate imputed returns using the HUD-determined passbook rate (for example, real property or a non-necessary item of personal property such as a recreational boat). If the PHA can compute actual income from some but not all assets, the PHA must compute actual returns where possible and use the HUD-determined passbook rate for assets where actual income cannot be calculated [24 CFR 5.609(a)(2)].

An asset with an actual return of \$0 (such as a non-interest-bearing checking account), is not the same as an asset for which an actual return cannot be computed (such as non-necessary personal property). If the asset is a financial asset and there is no income generated (for example, a bank account with a zero percent interest rate or a stock that does not issue cash dividends), then the asset generates zero actual asset income, and imputed income is not calculated. When a stock issues dividends in some years but not others (e.g., due to market performance), the dividend is counted as the actual return when it is issued, and when no dividend is issued, the actual return is \$0. When the stock never issues dividends, the actual return is consistently \$0.

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## PART III: ADJUSTED INCOME

### 6-III.A. INTRODUCTION

#### Overview

HUD regulations require PHAs to deduct from annual income any of five mandatory deductions for which a family qualifies and allow the PHA to deduct other permissive deductions in accordance with SNRHA Policy. The resulting amount is the family's adjusted income. Mandatory deductions are found in 24 CFR 5.611.

5.611 *Adjusted income* means annual income (as determined under § 5.609) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

(a) *Mandatory deductions*

- (1) \$480 for each dependent (adjusted annually by HUD, rounded to the next lowest multiple of \$25);
- (2) \$525 for any elderly family or disabled family (adjusted annually by HUD, rounded to the next lowest multiple of \$25);
- (3) The sum of the following, to the extent the sum exceeds ten percent of annual income:
  - (i) Unreimbursed health and medical care expenses of any elderly family or disabled family;
  - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed; and
- (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 7.

#### Anticipating Expenses

##### SNRHA Policy

Generally, the PHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and non-school periods and cyclical medical expenses), the PHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, the PHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. The PHA may require the family to provide documentation of payments made in the preceding year.

When calculating health and medical care expenses, the PHA will include those expenses anticipated to be incurred during the 12 months following the certification date which are not covered by an outside source, such as insurance. The allowance is not intended to give a family an allowance equal to last year's expenses, but to anticipate regular ongoing and anticipated expenses during the coming year. Since these expenses are anticipated, the *PH Occupancy Guidebook* states "it is likely that actual expenses will not match what was anticipated. Typically, this would not be considered an underpayment as long as at the time of the annual reexamination, the expenses were calculated based on the appropriate verification" [New PH OCC GB, *Income Determinations*, p. 30]. For annual reexaminations, the PHA will use information for the previous 12-month period.

### **6-III.B. DEPENDENT DEDUCTION**

An allowance of \$480 is deducted from annual income for each dependent (which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25) [24 CFR 5.611(a)(1)]. *Dependent* is defined as any family member other than the head, spouse, or cohead who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

### **6-III.C. ELDERLY OR DISABLED FAMILY DEDUCTION**

A single deduction of \$525 is taken for any elderly or disabled family (which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25) [24 CFR 5.611(a)(2)].

An *elderly family* is a family whose head, spouse, cohead, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403].



### **6-III.D. HEALTH AND MEDICAL CARE EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i) and 5.603(b)]**

Unreimbursed health and medical care expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed ten percent of annual income.

This deduction is permitted only for families in which the head, spouse, or cohead is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

#### **Definition of *Medical Expenses***

HUD regulations define *health and medical care expenses* at 24 CFR 5.603(b) to mean “any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.” Medical insurance premiums continue to be eligible health and medical care expenses. Health and medical care expenses may be deducted from annual income only if they are eligible and not otherwise reimbursed and may only be deducted for elderly or disabled families.

Although HUD revised the definition of *health and medical care expenses* to reflect the Internal Revenue Service (IRS) general definition of medical expenses, HUD is not permitting PHAs to specifically align their policies with IRS Publication 502 for determining which expenses are included in HUD’s mandatory deduction for health and medical care expenses. PHAs must review each expense to determine whether it is eligible in accordance with HUD’s definition of *health and medical care expenses*.

#### **Families That Qualify for Both Health and Medical and Disability Assistance Expenses**

##### SNRHA Policy

This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either a health and medical care or disability assistance expenses, the PHA will consider them health and medical care expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

### **6-III.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]**

Unreimbursed reasonable expenses for attendant care and auxiliary apparatus for each member of the family who is a person with disabilities may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

#### **Earned Income Limit on the Disability Assistance Expense Deduction**

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

#### SNRHA Policy

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, the PHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When the PHA determines that the disability assistance expenses enable more than one family member to work, the expenses will be capped by the sum of the family members’ incomes.

#### ***Eligible Auxiliary Apparatus[Notice PIH 2023-27]***

Auxiliary apparatus items may include expenses for wheelchairs, ramps, adaptations to vehicles, guide dogs, assistance animals, or special equipment to enable a person who is blind or has low vision to read or type or special equipment to assist a person who is deaf or hard of hearing.

### ***Eligible Attendant Care [Notice PIH 2023-27]***

Examples of attendant care expenses can include teaching a person with disabilities how to perform day-to-day tasks independently like cleaning, bathing, doing laundry, and cooking. Attendant care can be 24-hour care, or care during sporadic periods throughout the day. The family determines the type of attendant care that is appropriate for the person with disabilities.

#### SNRHA Policy

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, the PHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

### ***Payments to Family Members***

No disability assistance expenses may be deducted for payments to a member of an assisted family [24 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

### **Necessary and Reasonable Expenses**

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

#### SNRHA Policy

The PHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, the PHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and the PHA will consider, the family's justification for costs that exceed typical costs in the area.

### **Families That Qualify for Both Health and Medical and Disability Assistance Expenses**

#### SNRHA Policy

This policy applies only to families in which the head or spouse is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either health and medical care or disability assistance expenses, the PHA will consider them health and medical care expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

### **6-III.F. CHILD CARE EXPENSE DEDUCTION**

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

#### **Clarifying the Meaning of *Child* for This Deduction**

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family’s household [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family’s household are included when determining the family’s child care expenses [HCV GB, p. 5-29].

#### **Qualifying for the Deduction**

##### ***Determining Who Is Enabled to Pursue an Eligible Activity***

###### SNRHA Policy

The family must identify the family member(s) enabled to pursue an eligible activity. The term *eligible activity* in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family’s request, the PHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

##### ***Seeking Work***

###### SNRHA Policy

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the child care expense being allowed by the PHA.

## ***Furthering Education***

### SNRHA Policy

If the child care expense being claimed is to enable a family member to further their education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

## ***Being Gainfully Employed***

### SNRHA Policy

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

## **Earned Income Limit on Child Care Expense Deduction**

When a family member looks for work or furthers their education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 5.603(b)].

The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person with disabilities who receives the earned income disallowance (EID) or a full-time student whose earned income above \$480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person's earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes \$15,000 but because of the EID only \$5,000 is included in annual income, child care expenses are limited to \$5,000.

The PHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30].

### SNRHA Policy

When the child care expense being claimed is to enable a family member to work, only one family member's income will be considered for a given period of time. When more than one family member works during a given period, the PHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

## **Eligible Child Care Expenses**

The type of care to be provided is determined by the assisted family. The PHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

### ***Allowable Child Care Activities***

#### SNRHA Policy

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family's unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, the PHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

### ***Necessary and Reasonable Costs***

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further their education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

#### SNRHA Policy

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, the PHA will use the schedule of child care costs from a qualified local entity that either subsidizes child care costs or licenses child care providers. Families may present, and the PHA will consider, justification for costs that exceed typical costs in the area.

### **6-III.G. HARDSHIP EXEMPTIONS [24 CFR 5.611(c), (d), and (e)]**

#### **Health and Medical Care and Disability Assistance Expenses [24 CFR 5.611(c); Notice PIH 2023-27]**

The regulations provide for two types of hardship exemption categories for families that qualify for unreimbursed health and medical care expenses and/or disability assistance expenses. A family will benefit from this hardship exemption only if the family has eligible expenses that can be deducted in excess of five percent of annual income. In order to claim unreimbursed health and medical care expenses, the family must have a head, cohead, or spouse that is elderly or a person with a disability. In order to claim unreimbursed reasonable attendant care and auxiliary apparatus expenses, the family must include a person with a disability, and the expenses must enable any member of the family (including the member who is a person with a disability) to be employed.

Families may be eligible for relief under one of two categories; phased-in relief or general relief, as defined below.

#### **Phased-In Relief**

The first category is applicable to all families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income review prior to January 1, 2024. The family must receive phased-in relief if they are determined to be eligible as of January 1, 2024. These families will begin receiving a 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first.

For these families, the threshold amount is phased-in as follows:

- The family is eligible for a deduction totaling the sum of expenses that exceeds 5 percent of annual income for the first 12 months.
- At the conclusion of 12 months, the family is eligible for a deduction totaling the sum of their expenses that exceed 7.5 percent of annual income for another 12 months.
- At the conclusion of 24 months, the standard threshold amount of 10 percent would be used, unless the family qualifies for relief under the general hardship relief category.
  - When an eligible family's phased-in relief begins at an interim reexamination, the PHA will need to process another transaction one year later to move the family along to the next phase. The transaction can be either an interim reexamination if triggered, or a non-interim reexamination transaction.

Prior to the end of the 24-month period, the family may request a hardship exemption under the second category as described below. If the family is found eligible under the second category, the hardship exemption under the first category ends, and the family's hardship is administered in accordance with the requirements listed below. Once a family requests general relief, the family may no longer receive phased-in relief.

PHAs must track the 24-month phase-period for each eligible family, even if a family's expenses go below the appropriate phase-in percentage, during the first or second 12-month phase-in period. The phase-in must continue for families who move to another public housing unit at the same PHA. When the family is treated as a new admission under a different property/program (e.g., the family moves from public housing to the HCV program), unless the PHA has a written policy to continue the phased-in relief upon admission, the family's expense deduction will be calculated using the 10-percent threshold unless request for general relief is approved by the PHA. When a family moves with continued assistance or ports to a new PHA, the family must continue to receive the phased-in relief. The family must receive the remaining calendar months of the percentage phase-in. The PHA must use the existing phase-in documentation to determine the remaining calendar months and the percentage phase-in.

#### SNRHA Policy

The PHA will not continue the phased-in relief for families who move from public housing to HCV. These families will be treated as new admissions and the sum of expenses that exceeds 10 percent of annual income will be used to calculate their adjusted income.

#### **General Relief**

The second category is for families that can demonstrate:

- Their health and medical and/or disability assistance expenses increased (other than the transition to the higher threshold); or
- The family's financial hardship is a result of a change in circumstances (as defined in SNRHA Policy) that would not otherwise trigger an interim reexamination.

The family may request a hardship exemption under the second category regardless of whether the family previously received the health and medical and/or disability assistance deductions or are currently or were previously receiving relief under the phased-in relief category above. HUD requires that PHAs develop policies defining what constitutes a hardship for purposes of this exemption.



The PHA must obtain third-party verification of the hardship or must document in the file the reason third-party verification was not available. PHAs must attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

#### SNRHA Policy

To qualify for a hardship exemption, a family must submit a request in writing. The request must show that the family's health and medical and/or disability assistance expenses have increased (other than the transition to the higher threshold) and that the family's financial hardship is a result of a change in circumstances. The PHA defines a *change in circumstances* as a decrease in income or increase in other expenses that has resulted in the family's financial hardship but does not, on its own, trigger an interim reexam in accordance with PHA policies.

Examples of circumstances constituting a financial hardship may include the following situations:

The family is awaiting an eligibility determination for a federal, state, or local assistance program, such as a determination for unemployment compensation or disability benefits;

The family's income decreased because of a loss of employment, death of a family member, or due to a natural or federal/state declared disaster; or

Other circumstances as determined by the PHA.

The family must provide third-party verification of the hardship with the request. If third-party verification is not available, the PHA will document the file with the reason and will attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

The PHA must promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from hardship exemptions. The notice must inform the family of when the hardship exemption will begin and expire [24 CFR 5.611(e)(2)].

#### SNRHA Policy

The PHA will make a determination of whether the family qualifies within 30 calendar days and will notify the family in writing of the result within 10 business days of the determination.

If the PHA denies the hardship exemption request, the PHA notice will also state that if the family does not agree with the PHA determination, the family may request a hearing.

If the family qualifies for an exemption, the PHA will include the date the hardship exemption will begin and the date it will expire as well as information on how to request a 90-day extension based on family circumstances.

If the family qualifies, the family will receive a deduction for the sum of eligible expenses that exceed five percent of annual income.

The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever is earlier. However, the PHA may, at its discretion, extend the relief for one or more additional 90-day periods while the family's hardship condition continues. PHAs are not limited to a maximum number of 90-day extensions.

PHAs must establish written policies regarding the types of circumstances that will allow a family to qualify for a financial hardship and when such deductions may be eligible for additional 90-day extensions. PHAs must develop policies requiring families to report if the circumstances that made the family eligible for the hardship exemption are no longer applicable.

#### SNRHA Policy

The family may request an extension either orally or in writing prior to the end of the hardship exemption period. The PHA will extend relief for an additional 90-days if the family demonstrates to the PHA's satisfaction that the family continues to qualify for the hardship exemption based on circumstances described above. The PHA will require updated verification based on the family's current circumstances. Additional extension may be granted on a case-by-case basis provided the family continues to request extensions prior to the end of each hardship exemption period. Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable. At any time, the PHA may terminate the hardship exemption if the PHA determines that the family no longer qualifies for the exemption.

#### **Child Care Expense Hardship Exemption [24 CFR 5.611(d) and Notice PIH 2023-27]**

A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue receiving the deduction. If the family demonstrates to the PHA's satisfaction that the family is unable to pay their rent because of the loss of the child care expense deduction, and that the child care expense is still necessary even though the family member is not working, looking for work, or seeking to further their education, the PHA must recalculate the family's adjusted income and continue the child care deduction.

The PHA must develop a policy to define what constitutes a hardship, which includes the family's inability to pay rent. The PHA must obtain third-party verification of the hardship or must document in the file the reason third-party verification was not available. PHAs must attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

### SNRHA Policy

For a family to qualify, they must demonstrate that their inability to pay rent would be as a result of the loss of this deduction. The PHA defines this hardship as a potential decrease in income or increase in other expenses that would result from the loss of the child care expense and such loss would impact the family's ability to pay their rent.

Some factors to consider when determining if the family is unable to pay rent may include determining that the rent, utility payment, and applicable expenses (child care expenses or health and medical expenses) are more than 40 percent of the family's adjusted income, or verifying whether the family has experienced unanticipated expenses, such as large medical bills, that have affected their ability to pay their rent.

The family must also demonstrate that the child care expense is still necessary even though the family member is no longer employed or furthering their education. The PHA will consider qualification under this criterion on a case-by case basis (for example, if the family member who was employed has left their job in order to provide uncompensated care to an elderly friend or family member who is severely ill and lives across town).

The family must provide third-party verification of the hardship with the request. If third-party verification is not available, the PHA will document the file with the reason and will attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

The PHA must promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from hardship exemptions.

If the PHA denies the request, the notice must specifically state the reason for the denial. PHAs must provide families 30 days' notice of any increase in rent.

If the PHA approves the request, the notice must inform the family of when the hardship exemption will begin and expire [24 CFR 5.611(e)(2)]. The notice must also state the requirement for the family to report to the PHA if the circumstances that made the family eligible for relief are no longer applicable and that the family's adjusted income and tenant rent will be recalculated upon expiration of the hardship exemption [Notice PIH 2023-27].

### SNRHA Policy

The PHA will make a determination of whether the family qualifies within 30 calendar days and will notify the family in writing of the result within 10 business days of the determination.

If the PHA denies the hardship exemption request, the PHA notice will also state that if the family does not agree with the PHA determination, the family may request an informal hearing.

If the family qualifies for an exemption, the PHA will include all required information listed above as well as information on how to request a 90-day extension based on family circumstances.

If the family qualifies, the hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days.

The PHA may, at its discretion, extend the hardship exemptions for additional 90-day periods based on family circumstances and as stated in PHA policies. PHAs are not limited to a maximum number of 90-day extensions. PHAs must develop policies requiring families to report if the circumstances that made the family eligible for the hardship exemption are no longer applicable.

PHAs must promptly notify families in writing if they are denied either an initial hardship exemption or an additional 90-day extension of the exemption. If the PHA denies the request, the notice must specifically state the reason for the denial.

PHAs must notify the family if the hardship exemption is no longer necessary and the hardship exemption will be terminated because the circumstances that made the family eligible for the exemption are no longer applicable. The notice must state the termination date and provide 30 days' notice of rent increase, if applicable.

#### SNRHA Policy

The family may request an extension either orally or in writing prior to the end of the hardship exemption period. The PHA will extend relief for an additional 90-days if the family demonstrates to the PHA's satisfaction that the family continues to qualify for the hardship exemption. The PHA will require updated verification based on the family's current circumstances. Additional extension may be granted on a case-by-case basis provided the family continues to request extensions prior to the end of each hardship exemption period. Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable. At any time, the PHA may terminate the hardship exemption if the PHA determines that the family no longer qualifies for the exemption.

### **6-III.H. PERMISSIVE DEDUCTIONS [24 CFR 5.611(b)(1)(ii)]**

The PHA may adopt additional permissive deductions from annual income if they establish a policy in the administrative plan. Permissive deductions are additional, optional deductions that may be applied to annual income. As with mandatory deductions, permissive deductions must be based on need or family circumstance and deductions must be designed to encourage self-sufficiency or other economic purpose. If the PHA offers permissive deductions, they must be granted to all families that qualify for them and should complement existing income exclusions and deductions [PH Occ GB, p. 128] Permissive deductions may be used to incentivize or encourage self-sufficiency and economic mobility.

A PHA that adopts such deductions must have sufficient funding to cover the increased housing assistance payment cost of the deductions. A PHA will not be eligible for an increase in HCV renewal funding for subsidy costs resulting from such deductions.

#### SNRHA Policy

The PHA has opted not to use permissive deductions.

## **PART IV: CALCULATING FAMILY SHARE AND PHA SUBSIDY**

### **6-IV.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS**

#### **TTP Formula [24 CFR 5.628]**

HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family's monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family's monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between \$0 and \$50 that is established by the PHA

The PHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-IV.B.

The amount that a family pays for rent and utilities (the family share) will never be less than the family's TTP but may be greater than the TTP depending on the rent charged for the unit the family selects.

#### ***Welfare Rent [24 CFR 5.628]***

##### SNRHA Policy

Welfare rent does not apply in this locality.

#### ***Minimum Rent [24 CFR 5.630]***

##### SNRHA Policy

The minimum rent for this locality is \$50.

#### **Family Share [24 CFR 982.305(a)(5)]**

If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds the PHA's applicable payment standard: (1) the family will pay more than the TTP, and (2) at initial occupancy the PHA may not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income. The income used for this determination must have been verified no earlier than 60 days before the family's voucher was issued. (For a discussion of the application of payment standards, see section 6-IV.C.)

### **PHA Subsidy [24 CFR 982.505(b)]**

The PHA will pay a monthly housing assistance payment (HAP) for a family that is equal to the lower of (1) the applicable payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP. (For a discussion of the application of payment standards, see section 6-IV.C.)

### **Utility Reimbursement [24 CFR 982.514(b); 982.514(c)]**

When the PHA subsidy for a family exceeds the rent to owner, the family is due a utility reimbursement. HUD permits the PHA to pay the reimbursement to the family or directly to the utility provider.

#### SNRHA Policy

The PHA will make utility reimbursements to the family.

The PHA may make all utility reimbursement payments to qualifying families on a monthly basis or may make quarterly payments when the monthly reimbursement amount is \$15.00 or less. Reimbursements must be made once per calendar-year quarter and must be prorated if the family leaves the program in advance of its next quarterly reimbursement. The PHA must also adopt hardship policies for families for whom receiving quarterly reimbursement would create a financial hardship.

#### SNRHA Policy

The PHA will issue all utility reimbursements monthly.

## **6-IV.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]**

### **Overview**

If the PHA establishes a minimum rent greater than zero, the PHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If the PHA determines that a hardship exists, the family share is the highest of the remaining components of the family's calculated TTP.

### **HUD-Defined Financial Hardship**

Financial hardship includes the following situations:

- (1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

#### SNRHA Policy

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following: (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

- (2) The family would be evicted because it is unable to pay the minimum rent.

#### SNRHA Policy

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent to the owner or tenant-paid utilities.

- (3) Family income has decreased because of changed family circumstances, including the loss of employment.

(4) A death has occurred in the family.

SNRHA Policy

In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member’s income).

(5) The family has experienced other circumstances determined by the PHA.

SNRHA Policy

The PHA has not established any additional hardship criteria.

**Implementation of Hardship Exemption**

***Determination of Hardship***

When a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the first of the month following the family’s request.

The PHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term.

SNRHA Policy

The PHA defines temporary hardship as a hardship expected to last 90 days or less. Long-term hardship is defined as a hardship expected to last more than 90 days.

When the minimum rent is suspended, the family share reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.

| <b>Example: Impact of Minimum Rent Exemption</b>       |   |
|--|---|
| Assume the PHA has established a minimum rent of \$50. |   |
| <b>Family Share – No Hardship</b>                      | <b>Family Share – With Hardship</b>       |
| \$0 30% of monthly adjusted income                     | \$0 30% of monthly adjusted income        |
| \$15 10% of monthly gross income                       | \$15 10% of monthly gross income          |
| N/A Welfare rent                                       | N/A Welfare rent                          |
| \$50 Minimum rent                                      | \$50 Minimum rent                         |
| Minimum rent applies.<br>TTP = \$50                    | Hardship exemption granted.<br>TTP = \$15 |

SNRHA Policy

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family’s ability to pay the minimum rent.

The PHA will make the determination of hardship within 30 calendar days.



### ***No Financial Hardship***

If the PHA determines there is no financial hardship, the PHA will reinstate the minimum rent and require the family to repay the amounts suspended.

#### SNRHA Policy

The PHA will require the family to repay the suspended amount within 30 calendar days of the PHA's notice that a hardship exemption has not been granted.

### ***Temporary Hardship***

If the PHA determines that a qualifying financial hardship is temporary, the PHA must suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family's request for a hardship exemption.

At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay the PHA the amounts suspended. HUD requires the PHA to offer a reasonable repayment agreement, on terms and conditions established by the PHA. The PHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

#### SNRHA Policy

The PHA will enter into a repayment agreement in accordance with the procedures found in Chapter 16 of this plan.

### ***Long-Term Hardship***

If the PHA determines that the financial hardship is long-term, the PHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

#### SNRHA Policy

The hardship period ends when any of the following circumstances apply:

- (1) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
- (2) For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.
- (3) For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

## **6-IV.C. APPLYING PAYMENT STANDARDS [24 CFR 982.505; 982.503(b)]**

### **Overview**

The PHA's schedule of payment standards is used to calculate housing assistance payments for HCV families. This section covers the application of the PHA's payment standards. The establishment and revision of the PHA's payment standard schedule are covered in Chapter 16.

*Payment standard* is defined as "the maximum monthly assistance payment for a family assisted in the voucher program (before deducting the total tenant payment by the family)" [24 CFR 982.4(b)].

The payment standard for a family is the lower of (1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under the PHA's subsidy standards [24 CFR 982.4(b)], or (2) the payment standard for the size of the dwelling unit rented by the family.

If the PHA has established an exception payment standard for a designated part of a zip code area or FMR area and a family's unit is located in the exception area, the PHA must use the appropriate payment standard for the exception area.

The PHA is required to pay a monthly housing assistance payment (HAP) for a family that is the lower of (1) the payment standard for the family minus the family's TTP or (2) the gross rent for the family's unit minus the TTP.

If during the term of the HAP contract for a family's unit, the owner lowers the rent, the PHA will recalculate the HAP using the lower of the initial payment standard or the gross rent for the unit [HCV GB, p. 7-8].

### **Changes in Payment Standards**

When the PHA revises its payment standards during the term of the HAP contract for a family's unit, it will apply the new payment standards in accordance with HUD regulations.

#### ***Decreases***

If a PHA changes its payment standard schedule, resulting in a lower payment standard amount, during the term of a HAP contract, the PHA is not required to reduce the payment standard used to calculate subsidy for families under HAP contract as long as the HAP contract remains in effect [FR Notice 11/16/16].

However, if the PHA does choose to reduce the payment standard for families currently under HAP contract, the initial reduction to the payment standard may not be applied any earlier than the effective date of the family's second regular reexamination following the effective date of the decrease in the payment standard amount. At that point, the PHA may either reduce the payment standard to the current amount in effect on the PHA's payment standard schedule or may reduce the payment standard to another amount that is higher than the normally applicable amount on the schedule. The PHA may also establish different policies for designated areas within their jurisdiction (e.g., different zip code areas).

In any case, the PHA must provide the family with at least 12 months' notice that the payment standard is being reduced before the effective date of the change. The PHA's policy on decreases in the payment standard during the term of the HAP contract apply to all families under HAP contract at the time of the effective date of the decrease in the payment standard within the designated area.

#### SNRHA Policy

If a PHA changes its payment standard schedule resulting in a lower payment standard amount, during the term of a HAP contract, the PHA will not reduce the payment standard used to calculate subsidy for families under HAP contract as long as the HAP contract remains in effect.

The PHA will not establish different policies for decreases in the payment standard for designated areas within their jurisdiction.

#### ***Increases***

If the payment standard is increased during the term of the HAP contract, the increased payment standard will be used to calculate the monthly housing assistance payment for the family beginning on the effective date of the family's first regular reexamination on or after the effective date of the increase in the payment standard.

Families requiring or requesting interim reexaminations will not have their HAP payments calculated using the higher payment standard until their next annual reexamination [HCV GB, p. 7-8].

#### ***Changes in Family Unit Size (Voucher Size)***

Irrespective of any increase or decrease in the payment standard, if the family unit size increases or decreases during the HAP contract term, the new family unit size must be used to determine the payment standard for the family beginning at the family's first regular reexamination following the change in family unit size.

#### **Reasonable Accommodation**

If a family requires a higher payment standard as a reasonable accommodation for a family member who is a person with disabilities, the PHA is allowed to establish a higher payment standard for the family of not more than 120 percent of the published FMR.

## **6-IV.D. APPLYING UTILITY ALLOWANCES [24 CFR 982.517]**

### **Overview**

A PHA-established utility allowance schedule is used in determining family share and PHA subsidy. A family's utility allowance is determined by the size of dwelling unit leased by a family or the voucher unit size for which the family qualifies using PHA subsidy standards, whichever is the lowest of the two. See Chapter 5 for information on the PHA's subsidy standards.

For policies on establishing and updating utility allowances, see Chapter 16.

### **Reasonable Accommodation and Individual Relief**

On request from a family that includes a person with disabilities, the PHA must approve a utility allowance which is higher than the applicable amount on the utility allowance schedule if a higher utility allowance is needed as a reasonable accommodation to make the program accessible and usable by the family member with a disability [24 CFR 982.517(e)]. (See Chapter 2 for policies regarding the request and approval of reasonable accommodations.)

Further, the PHA may grant requests for individual relief from charges in excess of the utility allowance on reasonable grounds, such as special factors not within control of the resident, as the PHA deems appropriate. The family must request the higher allowance and provide the PHA an explanation of the need for individual relief and an explanation about the amount of additional allowance required [see HCV GB, p. 18-8].

PHAs should develop criteria for granting individual relief, notify residents about the availability of individual relief, and notify participants about the availability of individual relief programs (sometimes referred to as "Medical Baseline discounts") offered by the local utility company.

#### SNRHA Policy

The family must request the higher allowance and provide the PHA with information about the amount of additional allowance required.

The PHA will consider the following criteria as valid reasons for granting individual relief:

The family's consumption was mistakenly portrayed as excessive due to defects in the meter or errors in the meter reading.

The excessive consumption is caused by a characteristic of the unit or owner-supplied equipment that is beyond the family's control, such as a particularly inefficient refrigerator or inadequate insulation. The allowance should be adjusted to reflect the higher consumption needs associated with the unit until the situation is remedied. The resident should be granted individual relief until the allowance is adjusted.

The excessive consumption is due to special needs of the family that are beyond their control, such as the need for specialized equipment in the case of a family member who is ill, elderly, or who has a disability.

In determining the amount of the reasonable accommodation or individual relief, the PHA will allow a reasonable measure of additional usage as necessary. To arrive at the amount of additional utility cost of specific equipment, the family may provide information from the manufacturer of the equipment, or the family or PHA may conduct an internet search for an estimate of usage or additional monthly cost.

Information on reasonable accommodation and individual relief for charges in excess of the utility allowance will be provided to all families at admission as part of the information on payment standards and utility allowances in the briefing packet. The PHA will also provide information on utility relief programs or medical discounts (sometimes referred to as “Medical Baseline discounts”) that may be available through local utility providers.

At its discretion, the PHA may reevaluate the need for the increased utility allowance at any regular reexamination.

If the excessive consumption is caused by a characteristic of the unit or PHA-supplied equipment that is beyond the family’s control, such as a particularly inefficient refrigerator or inadequate insulation, the individual relief to the resident will cease when the situation is remedied.

### **Utility Allowance Revisions**

At reexamination, the PHA must use the current utility allowance schedule [HCV GB, p. 18-8].

#### SNRHA Policy

Revised utility allowances will be applied to a family’s rent and subsidy calculations at the first annual reexamination that is effective after the allowance is adopted.

PBV utility allowances at a project may also be updated on the contract anniversary month when processing a rent adjustment for the project.

#### **6-IV.E. PRORATED ASSISTANCE FOR MIXED FAMILIES [24 CFR 5.520]**

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. The PHA must prorate the assistance provided to a mixed family. The PHA will first determine assistance as if all family members were eligible and then prorate the assistance based upon the percentage of family members that actually are eligible. For example, if the PHA subsidy for a family is calculated at \$500 and two of four family members are ineligible, the PHA subsidy would be reduced to \$250.

**EXHIBIT 6-1: ANNUAL INCOME FULL DEFINITION**

**24 CFR 5.609**

(a) Annual income includes, with respect to the family:

(1) All amounts, not specifically excluded in paragraph (b) of this section, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and

(2) When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

*(b) Annual income does not include the following:*

(1) Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

(2) The following types of trust distributions:

(i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

(A) Distributions of the principal or corpus of the trust; and

(B) Distributions of income from the trust when the distributions are used to pay the costs

of health and medical care expenses for a minor.

(ii) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(3) Earned income of children under the 18 years of age.

(4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

(5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

(6) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

(7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

(8) Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

(9)

(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and

(ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(A) Student financial assistance, for purposes of this paragraph (9)(ii), means a grant or scholarship received from— (

1) The Federal government;

(2) A State, Tribe, or local government;

(3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);

(4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or

(5) An institution of higher education.

(B) Student financial assistance, for purposes of this paragraph (9)(ii), does not include—

(1) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section;

(2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section); (

3) Gifts, including gifts from family or friends; or



(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii)(E) of this section.

(C) Student financial assistance, for purposes of this paragraph (b)(9)(ii) must be:

(1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

(2) Expressly to assist a student with the costs of higher education; or

(3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(D) Student financial assistance, for purposes of this paragraph (b)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (b)(9)(ii).

(E) When the student is also receiving assistance excluded under paragraph (b)(9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:

(1) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).

(2) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

(i) the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or

(ii) the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by Federal, State, or local government.

(11) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

(12)

(i) 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);

(ii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iii) Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, 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 unless those amounts are excluded under paragraph (b)(9)(i) of this section.

(13) 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.

(14) Earned income of dependent fulltime students in excess of the amount of the deduction for a dependent in § 5.611.

(15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

(16) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

(17) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

(18) 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.

(19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

(20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

(21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

(22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

(23) Replacement housing “gap” payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

(i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

(ii) Direct Federal or State payments intended for economic stimulus or recovery.

(iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

(iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

(v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).

(vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

(vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

(25) Civil rights settlements or judgments, including settlements or judgments for back pay.

(26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

(27) Income earned on amounts placed in a family’s Family Self Sufficiency Account.

(28) Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

(i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and

(ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the

withdrawal is reimbursement of cash or assets invested in the operation by the family.

DRAFT

## EXHIBIT 6-2: TREATMENT OF FAMILY ASSETS

### 24 CFR 5.603(b) Net Family Assets

(1) Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

(2) In determining net family assets, PHAs or owners, as applicable, must 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 therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

(3) Excluded from the calculation of net family assets are: (i) The value of necessary items of personal property; (ii) The combined value of all nonnecessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers); (iii) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-

employed individuals; (iv) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located; (v) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability; (vi) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any "baby bond" account created, authorized, or funded by Federal, State, or local government. (vii) Interests in Indian trust land; (viii) Equity in a manufactured home where the family receives assistance under 24 CFR part 982; (ix) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982; (x) Family Self-Sufficiency Accounts; and (xi) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

(4) 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 trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

**EXHIBIT 6-3: THE EFFECT OF WELFARE BENEFIT REDUCTION**

**24 CFR 5.615**

**Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.**

*(a) Applicability.* This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).

*(b) Definitions.* The following definitions apply for purposes of this section:

*Covered families.* Families who receive welfare assistance or other public assistance benefits (“welfare benefits”) from a State or other public agency (“welfare agency”) under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

*Economic self-sufficiency program.* See definition at Sec. 5.603.

*Imputed welfare income.* The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

*Specified welfare benefit reduction.*

(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

(2) “Specified welfare benefit reduction” does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) because a family member has not complied with other welfare agency requirements.

*(c) Imputed welfare income.*

(1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to the PHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.

(2) At the request of the PHA, the welfare agency will inform the PHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the PHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. The PHA will use this information to determine the amount of imputed welfare income for a family.

(3) A family’s annual income includes imputed welfare income in family annual income, as determined at the PHA's interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the PHA by the welfare agency).

(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed

(5) The PHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

*(d) Review of PHA decision.*

(1) Public housing. If a public housing tenant claims that the PHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the tenant written notice of such denial, with a brief explanation of the basis for the PHA determination of the amount of imputed welfare income. The PHA notice shall also state that if the tenant does not agree with the PHA determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review the PHA determination. The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on the PHA determination.

(2) Section 8 participant. A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review the PHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if the PHA denies the family's request to modify such amount, the PHA shall give the family written notice of such denial, with a brief explanation of the

basis for the PHA determination of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with the PHA determination, the family may request an informal hearing on the determination under the PHA hearing procedure.

*(e) PHA relation with welfare agency.*

(1) The PHA must ask welfare agencies to inform the PHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the PHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

(2) The PHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the PHA. However, the PHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

(3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The PHA shall be entitled to rely on the welfare agency notice to the PHA of the welfare agency's determination of a specified welfare benefits reduction.

## Chapter 7

### VERIFICATION

[24 CFR 982.516, 24 CFR 982.551, 24 CFR 5.230, Notice PIH2023-27]

#### INTRODUCTION

The PHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain written authorization from the family in order to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The PHA must not pass on the cost of verification to the family.

The PHA must follow the verification guidance provided by HUD in Notice PIH 2023-27 and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary PHA policies.

Part I describes the general verification process. Part II provides more detailed requirements related to family information. Part III provides information on income and assets, and Part IV covers mandatory deductions.

Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the PHA.

#### PART I: GENERAL VERIFICATION REQUIREMENTS

##### 7-I.A. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 982.516; 982.551; CFR 5.230; and Notice PIH 2023-27]

###### Consent Forms

The family must supply any information that the PHA or HUD determines is necessary to the administration of the program and must consent to PHA verification of that information [24 CFR 982.551]. All adult family members must sign consent forms as needed to collect information relevant to the family's eligibility and level of assistance. While PHAs must use form HUD-9886, this form does not release all the information necessary to the administration of the program. The PHA must also develop its own release forms to cover all other necessary information.



## **Form HUD-9886 [24 CFR 5.230(b)(1), b(2), (c)(4), and (c)(5)]; Notice PIH 2023-27**

All adult applicants and participants sign form HUD-9886, Authorization for Release of Information. All adult family members (and the head and spouse/cohead, regardless of age) are required to sign the Form HUD-9886 at admission. Participants, prior to January 1, 2024, signed and submitted Form HUD-9886 at each annual reexamination. HOTMA eliminated this requirement and instead required that the Form HUD-9886 be signed only once. On or after January 1, 2024 (regardless of the PHA's HOTMA compliance date), current program participants must sign and submit a new Form HUD-9886 at their next interim or annual reexamination. This form will only be signed once. Another Form HUD-9886 will not be submitted to the PHA except under the following circumstances:

- When any person 18 years or older becomes a member of the family;
- When a current member of the family turns 18; or
- As required by HUD or the PHA in administrative instructions.

The PHA has the discretion to establish policies around when family members must sign consent forms when they turn 18. PHAs must establish these policies stating when family members will be required to sign consent forms at intervals other than at reexamination.

### SNRHA Policy

Family members turning 18 years of age between annual recertifications will be notified in writing that they are required to sign the required Consent to the Release of Information Form HUD-9886 at the family's next annual or interim reexamination, whichever is earlier.

The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the PHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA).

The PHA may obtain any financial record from any financial institution, as the terms financial record and financial institution are defined in the Right to Financial Privacy Act (12 U.S.C. 3401), whenever the PHA determines the record is needed to determine an applicant's or participant's eligibility for assistance or level of benefits [24 CFR 5.230(c)(4)].

The executed form will remain effective until the family is denied assistance, assistance is terminated, or the family provides written notification to the PHA to revoke consent.

## **Penalties for Failing to Consent [24 CFR 5.232]**

If any family member who is required to sign a consent form fails to do so, the PHA must deny admission to applicants and terminate assistance of participants. The family may request an informal review (applicants) or informal hearing (participants) in accordance with PHA procedures.

However, this does not apply if the applicant, participant, or any member of their family, revokes their consent with respect to the ability of the PHA to access financial records from financial institutions, unless the PHA establishes a policy that revocation of consent to access financial records will result in denial or termination of assistance or admission [24 CFR 5.232(c)]. PHAs may not process interim or annual reexaminations of income without the family's executed consent forms.

### SNRHA Policy

The PHA has established a policy that revocation of consent to access financial records will result in denial of admission or termination of assistance in accordance with SNRHA Policy.

In order for a family to revoke their consent, the family must provide written notice to the PHA.

Within 10 business days of the date the family provides written notice, the PHA will send the family a notice acknowledging receipt of the request and explaining that revocation of consent will result in denial or termination of assistance, as applicable. At the same time, the PHA will notify their local HUD office.

**7-I.B. USE OF OTHER PROGRAMS' INCOME DETERMINATIONS**  
**[24 CFR 5.609(c)(3) and Notice PIH 2023-27]**

PHAs may, but are not required to, determine a family's annual income, including income from assets, prior to the application of any deductions, based on income determinations made within the previous 12-month period, using income determinations from means-tested federal public assistance programs. PHAs are not required to accept or use determinations of income from other federal means-tested forms of assistance. If the PHA adopts a policy to accept this type of verification, the PHA must establish in policy when they will accept Safe Harbor income determinations and from which programs. PHAs must also create policies that outline the course of action when families present multiple verifications from the same or different acceptable Safe Harbor programs.

Means-tested federal public assistance programs include:

- Temporary Assistance for Needy Families (TANF) (42 U.S.C. 601, et seq.);
- Medicaid (42 U.S.C. 1396 et seq.);
- Supplemental Nutrition Assistance Program (SNAP) (42 U.S.C. 2011 et seq.);
- Earned Income Tax Credit (EITC) (26 U.S.C. 32);
- Low-Income Housing Credit (LIHTC) program (26 U.S.C. 42);
- Special Supplemental Nutrition Program for Woman, Infants, and Children (WIC) (42 U.S.C. 1786);
- Supplemental Security Income (SSI) (42 U.S.C. 1381 et seq.);
- Other programs administered by the HUD Secretary;
- Other means-tested forms of federal public assistance for which HUD has established a memorandum of understanding; and
- Other federal benefit determinations made in other forms of means-tested federal public assistance that the Secretary determines to have comparable reliability and announces through the *Federal Register*.

If the PHA elects to use the annual income determination from one of the above-listed forms of means-tested federal public assistance, then they must obtain the income information by means of a third-party verification. The third-party verification must state the family size, must be for the entire family, and must state the amount of the family's annual income. The annual income need not be broken down by family member or income type. Annual income includes income earned from assets, therefore when using Safe Harbor to verify a family's income, PHAs will neither further inquire about a family's net family assets, nor about the income earned from those assets, except with respect to whether or not the family owns assets that exceed the asset limitation in 24 CFR 5.618. The Safe Harbor documentation will be considered acceptable if any of the following dates fall into the 12-month period prior to the receipt of the documentation by the PHA:

- Income determination effective date;
- Program administrator's signature date;
- Family's signature date;
- Report effective date; or
- Other report-specific dates that verify the income determination date.

The only information that PHAs are permitted to use to determine income under this method is the total income determination made by the federal means-tested program administrator. Other federal programs may provide additional information about income inclusions and exclusions in their award letters; however, these determinations and any other information must not be considered by the PHA. PHAs are not permitted to mix and match Safe Harbor income determinations and other income verifications.

If the PHA is unable to obtain Safe Harbor documentation or if the family disputes the other program's income determination, the PHA must calculate the family's annual income using traditional methods as outlined in Notice PIH 2023-27 and this chapter.

If the PHA uses a Safe Harbor determination to determine the family's income, the family is obligated to report changes in income that meet the PHA's reporting requirement and occur after the effective date of the transaction.

The amounts of unreimbursed reasonable attendant care expenses and child-care expenses deducted from a family's annual income, except for when a family is approved for a child-care expense hardship exemption, must still be capped by the amount earned by any family member who is enabled to work as a result of the expense. PHAs are therefore required to obtain third-party verification of the applicable employment income and cap the respective expense deductions accordingly.

#### SNRHA Policy

When available and applicable, the PHA will accept other programs' Safe Harbor determinations of income at annual reexamination to determine the family's total annual income. The PHA will still require third-party verification of all deductions such as the health and medical care expense or child care expense deductions. Further, if the family is eligible for and claims the disability assistance expense or child care expense deductions, where applicable, the PHA will obtain third-party verification of the amount of employment income of the individual(s) enabled to work in order to cap the respective expenses as required.

Prior to using any Safe Harbor determination from another program, the PHA will ask the family if they agree with the income amounts listed. If the family disputes the income amounts on the Safe Harbor determination, the PHA will obtain third-party verification of all sources of income and assets (as applicable).

The PHA will not accept other programs' determinations of income for any new admission or interim reexamination.

With the exception of income determinations made under the Low-Income Housing Tax Credit (LIHTC) program, the PHA will accept Safe Harbor determinations from any of the programs listed above.

In order to be acceptable, the income determination must:

- Be dated within 12 months of the dates listed above;

- State the family size

- Be for the entire family (i.e., the family members listed in the documentation must match the family's composition in the assisted unit, except for household members); and

- Must state the amount of the family's annual income.

The determination need not list each source of income individually. If the PHA does not receive any acceptable income determination documentation or is unable to obtain documentation, then the PHA will revert to third-party verification of income for the family.

When families present multiple verifications from the same or different acceptable Safe Harbor programs, the PHA will use the most recent income determination, unless the family presents acceptable evidence that the PHA should consider an alternative verification from a different Safe Harbor source.

When the PHA uses a Safe Harbor income determination from another program, and the family's income subsequently changes, the family is required to report the change to the PHA. Depending on when the change occurred, the change may or may not impact the PHA's calculation of the family's total annual income. Changes that occur between the time the PHA receives the Safe Harbor documentation and the effective date of the family's annual reexam will not be considered. If the family has a change in income that occurs after the annual reexam effective date, the PHA will conduct an interim reexam if the change meets the requirements for performing an interim reexamination as outlined in Chapter 11. In this case, the PHA will use third-party verification to verify the change.

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**7-I.C. STREAMLINED INCOME DETERMINATIONS [24 CFR 960.257(c);  
Notice PIH 2023-27]**

HUD permits PHAs to streamline the income determination process for family members with fixed sources of income. While third-party verification of all income sources must be obtained during the intake process and every three years thereafter, in the intervening years, the PHA may determine income from fixed sources by applying a verified cost of living adjustment (COLA) or other inflationary adjustment factor. Streamlining policies are optional. The PHA may, however, obtain third-party verification of all income, regardless of the source. Further, upon request of the family, the PHA must perform third-party verification of all income sources.

Fixed sources of income include Social Security and SSI benefits, pensions, annuities, disability or death benefits, and other sources of income subject to a COLA or rate of interest. The determination of fixed income may be streamlined even if the family also receives income from other non-fixed sources.

Two streamlining options are available, depending upon the percentage of the family's income that is received from fixed sources.

When 90 percent or more of a family's unadjusted income is from fixed sources, the PHA may apply the inflationary adjustment factor to the family's fixed-income sources, provided that the family certifies both that 90 percent or more of their unadjusted income is fixed and that their sources of fixed income have not changed from the previous year. Sources of non-fixed income are not required to be adjusted and must not be adjusted by a COLA, but PHAs may choose to adjust sources of non-fixed income based on third-party verification. PHAs have the discretion to either adjust the non-fixed income or carry over the calculation of non-fixed income from the first year to years two and three.

When less than 90 percent of a family's unadjusted income consists of fixed income, PHAs may apply a COLA to each of the family's sources of fixed income. PHAs must determine all other income using standard verification requirements as outlined in Notice PIH 2023-27.

#### SNRHA Policy

When the PHA does not use a Safe Harbor income determination from a federal assistance program to determine the family's annual income as outlined above, then PHA will use a streamlined income determinations where applicable.

If 90 percent or more of a family's unadjusted income is from fixed income sources:

The PHA will streamline the annual reexamination process by applying the verified inflationary adjustment factor to fixed-income sources.

The family will be required to sign a self-certification stating that 90 percent or more of their unadjusted income is fixed income and that their sources of fixed income have not changed from the previous year.

The PHA will document in the file how the determination that a source of income was fixed was made.

Third-party verification of non-fixed income will be obtained annually regardless of the percentage of family income received from fixed sources.

If the family's sources of fixed income have changed from the previous year, the PHA will obtain third-party verification of any new sources of fixed income.

When less than 90 percent of a family's unadjusted income consists of fixed income:

The PHA will apply a COLA to each of the family's sources of fixed income.

All other income will be verified using third-party verification as outlined in Notice PIH 2023-27 and Chapter 7 of this policy.

In the following circumstances, regardless of the percentage of income received from fixed sources, the PHA will obtain third-party verification as outlined in Notice PIH 2023-27 and Chapter 7 of this policy:

Of all assets when net family assets exceed \$50,000;

Of all deductions and allowances from annual income;

If a family member with a fixed source of income is added;

If verification of the COLA or rate of interest is not available;

During the intake process and at least once every three years thereafter.



## 7-I.D. VERIFICATION HIERARCHY [Notice PIH 2023-27]

When the PHA does not use a streamlined determination of income or an income determination from a means-tested federal assistance program, HUD requires the PHA to obtain third-party verification of:

- Reported family annual income;
- The value of net family assets when the net value exceeds \$50,000 (as adjusted annually);
- Expenses related to deductions from annual income; and
- Other factors that affect the determination of adjusted income.

HUD mandates the use of the EIV system and offers administrative guidance on the use of other methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the PHA to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

HUD developed a hierarchy that described verification documentation from most acceptable to least acceptable. The PHA must demonstrate efforts to obtain third party verification prior to accepting self-certification except instances when self-certification is explicitly allowed.

In order of priority, the hierarchy is:

- Highest: Level 6: Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system
- Highest: Level 5: Up-front Income Verification (UIV) using a non-EIV system
- High: Level 4:
  - Written third-party verification from the source, also known as "family-provided verification"
  - Or EIV plus self-certification
- Medium: Level 3: Written third-party verification form
- Medium: Level 2: Oral third-party verification
- Low: Level 1: Self-certification (not third-party verification)

Each of the verification methods is discussed in subsequent sections below.

SNRHA Policy The PHA must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the PHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

### SNRHA Policy

## **7-I.E. LEVEL 5 AND 6 VERIFICATION: UP-FRONT INCOME VERIFICATION (UIV)**

Up-front income verification (UIV) refers to the PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits for a number of individuals. PHAs may use UIV sources before or during a family reexamination.

UIV will be used to the extent that these systems are available to the PHA.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the PHA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the PHA.

### **Upfront Income Verification Using HUD's Enterprise Income Verification (EIV) System (Mandatory)**

PHAs must use HUD's EIV system in its entirety as a third-party source to verify tenant employment and income information during annual and streamlined reexaminations of family composition and income in accordance with 24 CFR 5.236 and Notice PIH 2023-27.

HUD's EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families.

The income validation tool (IVT) in EIV provides projections of discrepant income for wages, unemployment compensation, and SSA benefits pursuant to HUD's data sharing agreements with other departments.

The following policies apply to the use of HUD's EIV system.

#### ***EIV Income and IVT Reports***

PHAs are required to obtain an EIV Income and IVT report for each family any time the PHA conducts an annual reexamination. However, PHAs are not required to use the EIV Income and IVT reports:

- At annual reexamination if the PHA used Safe Harbor verification from another means-test federal assistance program to determine the family's income; or
- During any interim reexaminations.

The EIV Income and IVT Reports are also not available for program applicants at admission.

When required to use the EIV Income Report, in order for the report to be considered current, the PHA must pull the report within 120 days of the effective date of the annual reexamination.

The EIV Income Report may be used to verify and calculate income at annual reexamination if the family self-certifies that the amount is accurate and representative of current income. The family must be provided with the information in EIV.

#### SNRHA Policy

Except for when Safe Harbor verification from another means-tested federal assistance program is used to determine the family's annual income, the PHA will obtain EIV income and IVT reports for all annual reexaminations for all families on a monthly basis. The PHA will ensure that all EIV Income Reports are pulled within 120 days of the effective date of the annual reexamination.

Income and IVT reports will only be used for interim reexaminations as necessary. For example, EIV may be used to verify that families claiming zero income are not receiving income from any sources listed in EIV.

Income and IVT reports will be retained in participant files with the applicable annual documents or interim reexamination documents (if applicable) for the duration of the family's participation.

When the PHA determines through EIV reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity.

#### ***New Hires Report [Notice PIH 2023-27]***

The New Hires Report identifies participant families who have new employment within the last six months. The report is updated monthly.

PHAs must review this information at annual reexamination except when the PHA uses Safe Harbor verification from another means-tested federal assistance program to determine the family's income.

PHAs that do not require families to undergo interim reexaminations for earned income increases after an interim decrease are not required to review this report between a family's annual reexamination. If the PHA requires an interim for increases in earned income after an interim decrease, then the PHA must review the report quarterly after the family's interim decrease.

#### SNRHA Policy

In accordance with PHA policies in Chapter 11, the PHA does not process interim reexaminations for families who have increases in earned income. Except for instances in which the PHA uses Safe Harbor income determinations to determine a family's annual income, the PHA will only review the New Hires Report at annual reexamination.

### ***No Income Reported by HHS or SSA Report***

This report is a tool for PHAs to identify participants who passed the SSA identity test, but no income information was reported by either HHS or SSA records. This scenario does not mean that the participant does not have any income. PHAs obtain written, third-party verification of any income reported by the participant. The PHA must identify in its policies and procedures when this report will be pulled [Notice PIH 2023-27].

#### SNRHA Policy

The PHA will generate the No Income Reported by HHS or SSA Report quarterly and will retain the report.

The PHA will re-verify the status of participants identified on the report quarterly. Based on the information provided by the family and in EIV, the PHA may require that family members provide verifications or sign release forms in order to obtain additional verification.

When the PHA determines through this report and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity

#### SNRHA Policy

### ***EIV Identity Verification Report***

The EIV system verifies tenant identities against SSA records. These records are compared to HUD data for a match on social security number, name, and date of birth.

PHAs are required to use EIV's *Identity Verification Report* on a monthly basis to improve the availability of income information in EIV [Notice PIH 2023-27].

When identity verification for a participant fails, a message will be displayed within the EIV system and no income information will be displayed.

#### SNRHA Policy

The PHA will identify participants whose identity verification has failed by reviewing EIV's *Identity Verification Report* on a monthly basis.

The PHA will attempt to resolve discrepancies by obtaining appropriate documentation from the participant. When the PHA determines that discrepancies exist as a result of PHA errors such as spelling errors or incorrect birth dates, it will correct the errors promptly.

### ***Deceased Tenants Reports [Notice PIH 2012-4 and Notice PIH 2023-27]***

The Deceased Tenant Report identifies residents that have been reported by the SSA as deceased. The PHA is required to review the report at least quarterly.

#### SNRHA Policy

The PHA will review the Deceased Tenants Report on a monthly basis.

When the Deceased Tenants Report identifies an individual as being deceased, PHAs must immediately send a letter to the head of household or emergency contact person (if the head of household is deceased and there is no other adult household member) to confirm the death of the listed household member. The PHA must notify the owner in writing of the deceased head of household.

PHAs may list the EOP as the last day of the month in which the death occurred. The landlord is entitled to receive the full HAP amount for the month in which the tenant death occurred.

#### SNRHA Policy

The PHA will list the EOP as the last day of the month in which the death occurred. The landlord is entitled to receive the full HAP amount for the month in which the tenant death occurred.

When the only remaining household member is the live-in aide, the live-in aide is not entitled or eligible for any rental assistance or continued occupancy. The PHA may not designate the live-in aide as the new head of household or change the relation code on the Form HUD-50058.

### ***Other EIV Reports [Notice PIH 2023-27]***

The PHA is required to review the Multiple Subsidy Report at least quarterly and the Failed EIV Pre-Screening and Failed Verification (Failed SSA Identity Test) reports at least monthly.

### **Upfront Income Verification Using Non-HUD Systems**

HUD encourages PHAs to utilize other upfront verification sources such as the Work Number and web-based state benefits systems.

#### SNRHA Policy

The PHA will inform all applicants and participants of its use of the following UIV resources:

**Screening Report – Yardi**

**Thomas and company**

**Experian Verify**

## **7-I.F. LEVEL 4 VERIFICATION [Notice PIH 2023-27]**

HUD identifies two types of Level 4 verification: written-third party verification from the source and EIV + self-certification.

### **EIV + Self-Certification**

EIV may be used as written third-party verification and may be used to calculate income if the family agrees with the information in EIV and self-certifies that the amount is accurate and representative of current income. This practice is known as *EIV + self-certification*. When calculating income using this method, the PHA may use its discretion to determine which method of calculation is reasonable: the last four quarters combined or an average of any number of quarters. The family must be provided with the information from EIV.

#### SNRHA Policy

At annual reexamination, if the PHA is unable to use a determination of income from a means-tested federal assistance program and if there are no reported changes to an income source, the PHA will use EIV + self-certification as verification of employment income, provided the family agrees with the amounts listed in EIV.

The PHA will use an average of the last two quarters of income listed in EIV to determine income from employment. The PHA will provide the family with the information in EIV. The family will be required to sign a self-certification stating that the amount listed in EIV is accurate and representative of current income. If the family disagrees with the amount in EIV, the amount is not reflective of current income, or if less than two quarters are available in EIV, the PHA will use written third-party verification from the source as outlined below.

The PHA will not use this method of verification at new admission since EIV is not available for applicant families or at interim reexamination since the income information in EIV is not current.

### **Written Third-Party Verification from the Source**

Written, third-party verification from the source is also known as “tenant-provided verification.” In order to qualify as written-third party verification from the source, the documents must be original or authentic and (generally) dated within 120 days of the date received by the PHA. For fixed-income sources, a statement dated within the appropriate benefit year is acceptable documentation. Documents may be supplied by the family or received from a third-party source.

Examples of acceptable tenant-provided documents include, but are not limited to pay stubs, payroll summary reports, employer notice or letters of hire and termination, SSA benefit verification letters, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Income tax returns with corresponding official tax forms and schedules attached and including third-party receipt of transmission for income tax return filed (i.e., tax preparer’s transmittal receipt, summary of transmittal from online source, etc.) are an acceptable form of written, third-party verification.

The PHA is required to obtain, at minimum, two current and consecutive pay stubs when calculating income using third-party verification from the source. For new income sources or when two pay stubs are not available, the PHA should determine income based on the information from a traditional written, third-party verification form or the best available information.

When the family disputes EIV-reported employment income, the PHA uses written third-party verification.

When verification of assets is required, PHAs are required to obtain a minimum of one statement that reflects the current balance of banking/financial accounts.

#### SNRHA Policy

In general, the PHA will use third-party verification from the source in the following circumstances:

- At annual reexamination when EIV + self-certification is not used;
- For all new admissions; and
- For all interim reexaminations.

The PHA will not use this method if the PHA is able to use an income determination from a means-tested federal assistance program or if the PHA uses EIV + self-certification as outlined above.

In general, third-party documents provided by the family or the source must be dated within 120 days of the date received by the PHA. However, for fixed-income sources, a statement dated within the appropriate benefit year is acceptable documentation.

The PHA may reject documentation provided by the family if the document is not an original, if the document appears to be forged, or if the document is altered, mutilated, or illegible. If the PHA determines that third-party documents provided by the family are not acceptable, the PHA will explain the reason to the family and request additional documentation from the family or will use a lower form of verification such as a written third-party verification form.

When verification of assets held by a banking or financial institution is required, the PHA will obtain one statement that reflects the current balance of the account.

When pay stubs are used, the PHA will require the family to provide the two most current, consecutive pay stubs. At the PHA's discretion, if additional paystubs are needed due to the family's circumstances (e.g., sporadic income, fluctuating schedule, etc.), the PHA may request additional paystubs or a payroll record.

### **7-I.G. LEVEL 3 VERIFICATION: WRITTEN, THIRD-PARTY FORM** **[Notice PIH 2023 -27]**

This type of verification is a form developed by the PHA and used uniformly for all families when needed to collect information from a third-party source. This is known as “traditional third-party verification.” PHAs send a PHA-developed form directly to the third-party source by mail, fax, or email and the source completes the form by hand (in writing or typeset).

The PHA may use this method when higher forms are unavailable or are rejected by the PHA or when the family is unable to provide acceptable verification. The PHA may skip this level of verification and may instead substitute oral third-party verification before moving to self-certification.

#### SNRHA Policy

Typically, the PHA will attempt to send written third-party verification forms to the verification source whenever higher forms of verification are unavailable.

However, on a case-by-case basis, the PHA may choose to obtain oral third-party verification without first attempting, and in lieu of, a written-third party verification form.

### **7.I.H. LEVEL 2: ORAL THIRD-PARTY VERIFICATION [Notice PIH 2023-27]**

For third-party oral verification, PHAs contact sources, identified by UIV techniques or by the family, by telephone or in person.

Third-party oral verification may be used when requests for written third-party verification forms have not been returned within a reasonable time—e.g., 10 business days.

PHAs must document in the file the date and time of the telephone call or visit, the name of the person contacted, the telephone number, as well as the information confirmed.

The PHA may skip this level of verification if they attempted written third-party verification via a form and the source did not respond and move directly to self-certification.

#### SNRHA Policy

In general, the PHA will attempt to obtain written third-party verification via a form from the verification source. If written third-party verification forms are not returned within 10 business days, the PHA will accept self-certification from the family without attempting to obtain oral third-party verification.

However, if the PHA chooses to obtain oral third-party verification, the PHA will document in the file the date and time of the telephone call or visit, the name of the person contacted and the telephone number, as well as the information confirmed.



## **When Third-Party Verification is Not Required [Notice PIH 2023-27]**

Third-party verification may not be available in all situations. HUD has acknowledged that it may not be cost-effective or reasonable to obtain third-party verification of income, assets, or expenses when these items would have a minimal impact on the family's total tenant payment.

### SNRHA Policy

If the family cannot provide original documents, the PHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification. The cost of verification will not be passed on to the family.

The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost [VG, p. 18].

### ***Primary Documents***

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

### ***Imputed Assets***

HUD permits PHAs to accept a self-certification from a family as verification of assets disposed of for less than fair market value [HCV GB, p. 5-28].

### SNRHA Policy

The PHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value.

### ***Value of Assets and Asset Income [24 CFR 982.516(a)]***

For families with net assets totaling \$5,000 or less, the PHA may accept the family's declaration of asset value and anticipated asset income. However, the PHA is required to obtain third-party verification of all assets regardless of the amount during the intake process and at least every three years thereafter.

### SNRHA Policy

For families with net assets totaling \$5,000 or less, the PHA will accept the family's self-certification of the value of family assets and anticipated asset income when applicable. The family's declaration must show each asset and the amount of income expected from that asset. All family members 18 years of age and older must sign the family's declaration.

The PHA will use third-party documentation for assets as part of the intake process, whenever a family member is added to verify the individual's assets, and every three years thereafter.

## **7-I.I. LEVEL 1: NON-THIRD-PARTY VERIFICATION TECHNIQUE: SELF-CERTIFICATION [Notice PIH 2023-27]**

Non-third-party verification consists of a signed statement of reported income and/or expenses. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other required verification techniques.

Self-certification, however, is an acceptable form of verification when:

- A source of income is fully excluded
- Net family assets total \$50,000 or less and the PHA has adopted a policy to accept self certification
- The family declares that they do not have any present ownership in any real property
- A family states that they have non-recurring income that will not be repeated in the coming year; and/or
- The PHA has adopted a policy to implement streamlined annual recertifications for fixed sources of income (See Chapter 11)

When the PHA was required to obtain third-party verification but instead relies self-certification, the family's file must be documented to explain why third-party verification was not available.

HUD does not require that a self-certification be notarized; however, HUD recommends including language on any self-certification to ensure the certifier understands the consequences of knowingly providing false information.

### SNRHA Policy

When information cannot be verified by a third party or by review of documents, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the PHA.

The PHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified.

All self-certifications will include the following language:

“I/We, the undersigned, certify under penalty of perjury that the information provided here is true and correct, to the best of my knowledge and recollection. **WARNING:** Anyone who knowingly submits a false claim or knowingly makes a false statement is subject to criminal and/or civil penalties, including confinement for up to five years, fines, and civil and administrative penalties (18 U.S.C. 287, 1001, 1010, 1012; 31 U.S.C. 3279, 3802).”

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## **PART III: VERIFYING INCOME AND ASSETS**

Chapter 6 of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any income reported by the family must be verified. This part provides PHA policies that supplement the general verification procedures specified in Part I of this chapter.

### SNRHA Policy

The following policies do not apply when the PHA uses a safe harbor income determination from a means-tested federal assistance program.

### **7-III.A. EARNED INCOME**

#### **Tips**

### SNRHA Policy

Unless tip income is included in a family member's W-2 by the employer or in UIV verification sources, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year or tips anticipated to be received in the coming year.

#### **Wages**

### SNRHA Policy

When the PHA requires third-party verification of wages, for wages other than tips, the family must provide originals of the two most current, consecutive pay stubs.

### **7-III.B. BUSINESS AND SELF EMPLOYMENT INCOME**

The PHA must obtain written, third-party verification when the income type is not available in EIV. This includes income from self-employment.

#### SNRHA Policy

Business owners and self-employed persons will be required to provide:

Income tax returns with corresponding official tax forms and schedules attached and including third-party receipt of transmission for income tax return filed (i.e., tax preparer's transmittal receipt, summary of transmittal from online source, etc.).

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

For self-employed individuals who claim they do not to file tax returns, The PHA will obtain a completed copy of IRS Form 4506-T to verify that no return has been filed.

For those employed in "gig employment" (i.e., those in formal agreements with on-demand companies such as Uber, Lyft, or DoorDash), the PHA will provide a format for the individual to declare their income and expenses. The PHA will also review the printed statement of monthly income from the applicable app for all hours worked and pay received as well as the Schedule C of the individual's tax return and the corresponding IRS Form 1099 or 1099k.

The PHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations. At any reexamination the PHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three (3) months, the PHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the PHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

### **7-III.C. PERIODIC PAYMENTS AND PAYMENTS IN LIEU OF EARNINGS**

For policies governing streamlined income determinations for fixed sources of income, please see Chapter 11.

#### **Social Security/SSI Benefits [Notice PIH 2023-27]**

Verification requirements for Social Security (SS) and Supplemental Security Income (SSI) benefits differ for applicants and participants.

For applicants, since EIV does not contain SS or SSI benefit information, the PHA must ask applicants to provide a copy of their current SS and/or SSI benefit letter (dated within the last 120 calendar days) for each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the PHA should help the applicant request a benefit verification letter from SSA's website at [www.ssa.gov](http://www.ssa.gov) or ask the family to request one by calling SSA at 1-800-772-1213. The PHA must obtain the original benefit letter from the applicant, make a photocopy of the document for the file, and return the original to the family.

For participants, the PHA must obtain information through the HUD EIV system and confirm with the participants that the current listed benefit amount is correct.

- If the participant agrees with the amount reported in EIV, the PHA must use the EIV-reported gross benefit amount to calculate annual income from Social Security. PHAs are required to use the EIV-reported SS and SSI benefit amounts when calculating income unless the tenant disputes the EIV-reported amount. For example, an SSA benefit letter may list the monthly benefit amount as \$450.80 and EIV displays the amount as \$450.00. The PHA must use the EIV-reported amount unless the participant disputes the amount.
- If the participant disputes the EIV-reported benefit amount, or if benefit information is not available in EIV, the PHA must request a current SSA benefit verification letter (dated within the last 120 calendar days) from each family member that receives SS and/or SSI benefits. If the family is unable to provide the document or documents, the PHA should help the participant request a benefit verification letter from SSA's website at [www.ssa.gov](http://www.ssa.gov) or ask the family to request one by calling SSA at 1-800-772-1213. The PHA must obtain the original benefit letter from the participant, make a photocopy of the document for the file, and return the original to the family.

Photocopies of social security checks or bank statements are not acceptable forms of verification for SS/SSI benefits.

### **7-III.M. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9)]**

The regulations under HOTMA distinguish between two categories of student financial assistance paid to both full-time and part-time students. Any assistance to students under section 479B of the Higher Education Act of 1965 (Title IV of the HEA) must be excluded from the family's annual income [24 CFR 5.609(b)(9)(i)]. Any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education not otherwise excluded by the federally mandated income exclusions are excluded [24 CFR 5.609(b)(9)(ii)].

#### SNRHA Policy

The PHA will request written third-party verification of both the source and the amount of student financial assistance. Family-provided documents from the educational institution attended by the student will be requested, as well as documents generated by any other person or entity providing such assistance, as reported by the student.

In addition, unless the student's only source of assistance is assistance under Title IV of the HEA, the PHA will request written verification of the cost of the student's tuition, books, supplies, room and board, and other required fees and charges to the student from the educational institution.

If the PHA is unable to obtain third-party written verification of the requested information, the PHA will pursue other forms of verification following the verification hierarchy in section 7-I.B.

#### **7-IV.D. CHILD CARE EXPENSES**

Policies related to child care expenses are found in Chapter 6. The amount of the deduction will be verified following the standard verification procedures described in Part I of this chapter. In addition, the PHA must verify that:

- The child is eligible for care (12 or younger).
- The costs claimed are not reimbursed.
- The costs enable a family member to work, actively seek work, or further their education.
- The costs are for an allowable type of child care.
- The costs are reasonable.

#### **Eligible Child**

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. The PHA will verify that the child being cared for (including foster children) is under the age of 13 (See 7-II.C.).

#### **Unreimbursed Expense**

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

#### SNRHA Policy

The family (and the care provider) will be required to certify that the child care expenses are not paid or reimbursed to the family from any source.



## Chapter 8

### NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE AND RENT REASONABLENESS DETERMINATIONS

[24 CFR 5 Subpart G and Notice PIH 2023-28]

#### INTRODUCTION

HUD requires that all units occupied by families receiving Housing Choice Voucher (HCV) and Project Based Voucher (PBV) assistance meet HUD's National Standards for the Physical Inspection of Real Estate (NSPIRE) regulations and standards no later than October 1, 2024. The inspection performance standards and procedures for conducting NSPIRE inspections must be included in the administrative plan [Notice PIH 2023-28].

All units must pass an NSPIRE inspection prior to the approval of a lease (with some exceptions) and at least once every 24 months (or 36 months for small rural PHAs) during the term of the HAP contract, and at other times as needed, to determine that the unit meets NSPIRE standards. HUD also requires PHAs to determine that rents for units under the program are reasonable when compared to comparable unassisted units in the market area.

Provided they meet certain requirements, HUD permits PHAs to establish some additional local requirements in their administrative plans. The use of the term NSPIRE in this plan refers to the combination of both HUD and PHA-established requirements. However, state and local codes, compliance is not part of the determination of whether a unit passes the NSPIRE standards.

This chapter explains HUD and PHA requirements related to physical inspections and rent reasonableness as follows:

Part I. Physical Standards. This part discusses NSPIRE standards required of units occupied by HCV and PBV-assisted families. It also identifies affirmative habitability requirements for all units and life-threatening conditions that must be corrected in 24 hours.

Part II. The Inspection Process. This part describes the types of inspections the PHA will make and the steps that will be taken when units do not meet NSPIRE standards.

Part III. Rent Reasonableness Determinations. This part discusses the policies the PHA will use to make rent reasonableness determinations.

Special NSPIRE requirements for homeownership, manufactured homes, and other special housing types are discussed in Chapter 15 to the extent that they apply in this jurisdiction. Special requirements for the PBV and RAD PBV programs (if applicable) are discussed in Chapters 17 and 18, respectively.

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**PART I: NSPIRE STANDARDS**

NSPIRE standards are published on HUD’s NSPIRE website as well as in the NSPIRE Final Rule [FR Notice 5/1//2023].

**8-I.A. INSPECTABLE AREAS [24 CFR 5.703(a)(1) and 24 CFR 5.705(a)(2)]**

NSPIRE defines the inspectable areas for inspection under the standards as inside, outside and unit. However, the inspection requirement for the HCV and PBV programs only applies to units occupied or to be occupied by HCV or PBV participants and common areas and exterior areas which either service or are associated with such units.

**8-I.B. AFFIRMATIVE HABITABILITY REQUIREMENTS [24 CFR 5.703(b), (c), and (d)]**

NSPIRE provides for minimum, or affirmative, habitability requirements for each area (unit, inside, outside). These areas must meet these requirements for habitability, which are listed in Exhibit 8-1.

The inside, outside and unit must be free of health and safety hazards that pose a danger to residents. Types of health and safety concerns include, but are not limited to carbon monoxide, electrical hazards, extreme temperature, flammable materials or other fire hazards, garbage and debris, handrail hazards, infestation, lead-based paint, mold, and structural soundness [24 CFR 5.703(e).

The NSPIRE Smoke Alarm Standard does not require that smoke alarms have a sealed battery; however, upon the effective date of the Public and Federally Assisted Housing Fire Safety Act of 2022 on December 29, 2024, sealed batteries will be required.

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- <#>Sanitary facilities¶
- <#>Food preparation and refuse disposal¶
- <#>Space and Security¶
- <#>Thermal Environment¶
- <#>Illumination and electricity¶
- <#>Structure and materials¶
- <#>Interior Air Quality¶
- <#>Water Supply¶
- <#>Lead-based paint¶
- <#>Access¶
- <#>Site and neighborhood¶
- <#>Sanitary condition¶
- <#>Smoke Detectors¶

A summary of HUD performance criteria is provided in Exhibit 8-1. Additional guidance on these requirements is found in the following HUD resources:¶

- <#>Housing Choice Voucher Guidebook, Chapter 10.¶
- <#>HUD Housing Inspection Manual for Section 8 Housing¶
- <#>HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)¶
- <#>HUD Notice 2003-31, Accessibility Notice: Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Architectural Barriers Act of 1968 and the Fair Housing Act of 1988.¶

**Tenant Preference Items¶**

HUD requires the PHA to enforce minimum HQS but also recognizes that certain judgments about the acceptability of the unit are left to the family. For example, the PHA must ensure that the unit contains the required sanitary facilities, but the family decides whether the cosmetic appearance of the facilities is acceptable. Exhibit 8-2 summarizes those items that are considered tenant preferences.¶

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**8-I.C. MODIFICATIONS TO PROVIDE ACCESSIBILITY [24 CFR 100.203; Notice 2003-31; and Notice PIH 2014-02]**

Under the Fair Housing Act of 1988 an owner must make reasonable accommodations in rules, policies, practices, or services if necessary for a person with disabilities to use the housing and must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit if such modification is necessary to afford the person with a disability full enjoyment of the premises. Such modifications are at the family's expense. The owner may, where it is reasonable to do so, require restoration of the unit to its original condition (reasonable wear and tear excepted) if the modification would interfere with the owner or next occupant's full enjoyment of the premises. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest-bearing escrow account over a reasonable period of time. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. [24 CFR 100.203; Notice 2003-31].

Modifications to units to provide access for a person with a disability must meet all applicable NSPIRE requirements and conform to the design, construction, or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.151(c) and Notice 2003-31] See Chapter 2 of this plan for additional information on reasonable accommodations for persons with disabilities.

SNRHA Policy

Any owner that intends to negotiate a restoration agreement or require an escrow account must submit the agreement(s) to the PHA for review.

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**8-I.D. ADDITIONAL LOCAL REQUIREMENTS [24 CFR 5.705(a)(3) and Notice PIH 2023-28]**

The PHA may impose variations to the NSPIRE standards as long as the additional criteria are not likely to adversely affect the health or safety of participant families or severely restrict housing choices for families. HUD approval is required for variations to NSPIRE standards and approved variations must be added to the administrative plan.

HUD may approve inspection criteria variations if the variations apply standards in local housing codes or other codes adopted by the PHA or because of local climatic or geographic conditions. Acceptability criteria variations may only be approved by HUD if such variations either meet or exceed the performance requirements or significantly expand affordable housing opportunities for families assisted under the program.

SNRHA Policy

The PHA has not requested any HUD-approved variations to NSPIRE standards.

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**Thermal Environment [HCV GB p.10-7]¶**  
The PHA must define a "healthy living environment" for the local climate. This may be done by establishing a temperature that the heating system must be capable of maintaining, that is appropriate for the local climate. ¶

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The heating system must be capable of maintaining an interior temperature of 65 degrees Fahrenheit between October 1 and May 1.¶

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**SNRHA Policy 8-I.E. LIFE-THREATENING DEFICIENCIES [Notice PIH 2023-28]**

HUD previously required the PHA to define life-threatening conditions in the administrative plan. The NSPIRE standards now describe those conditions which are considered life-threatening and must be corrected within 24 hours.

The following are a list of life-threatening deficiencies under NSPIRE:

| <u>Inspectable Item</u>                           | <u>Deficiency</u>  |
|---|--|
| <u>Call-for-Aid System</u>                        | <u>System is blocked, or pull cord is higher than 6 inches off the floor.</u>  |
|   | <u>System does not function properly</u>   |
| <u>Carbon Monoxide Alarm</u>                      | <u>Carbon monoxide alarm is missing, not installed, or not installed in a proper location.</u>   |
|   | <u>Carbon monoxide alarm is obstructed.</u>  |
|   | <u>Carbon monoxide alarm does not produce an audio or visual alarm when tested.</u>  |
| <u>Chimney</u>                                    | <u>A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete or damaged such that it may not safely contain fire and convey smoke and combustion gases to the exterior.</u> |
|   | <u>Chimney exhibits signs of structural failure.</u>   |
| <u>Clothes Dryer Exhaust Ventilation</u>          | <u>Electric dryer transition duct is detached or missing.</u>  |
|   | <u>Gas dryer transition duct is detached or missing.</u>   |
|   | <u>Electric dryer exhaust ventilation system has restricted airflow.</u>   |
|   | <u>Dryer transition duct is constructed of unsuitable material.</u>  |
|   | <u>Gas dryer exhaust ventilation system has restricted airflow.</u>  |
| <u>Dorr – Entry</u>                               | <u>Entry door is missing.</u>  |
| <u>Door – Fire Labeled</u>                        | <u>Fire labeled door is missing.</u>   |
| <u>Egress</u>                                     | <u>Obstructed means of egress.</u>   |
|   | <u>Sleeping room is located on the third floor or below and has an obstructed rescue opening.</u>  |
|   | <u>Fire escape is obstructed.</u>  |
| <u>Electrical – Conductor, Outlet, and Switch</u> | <u>Outlet or switch is damaged.</u>  |
|   | <u>Exposed electrical conductor.</u>   |
|   | <u>Water is currently in contact with an electrical conductor.</u>   |
| <u>Electrical – Service Panel</u>                 | <u>The overcurrent protection device is damaged.</u>   |
| <u>Exit Sign</u>                                  | <u>Exit sign is damaged, missing, obstructed, or not adequately</u>  |

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As permitted by HUD, the PHA has adopted the following specific requirements that elaborate on HUD standards. **Walls** ¶ In areas where plaster or drywall is sagging, severely cracked, or otherwise damaged, it must be repaired or replaced. ¶

**Windows** ¶

Window sashes must be in good condition, solid and intact, and properly fitted to the window frame. Damaged or deteriorated sashes must be replaced. ¶

Windows must be weather-stripped as needed to ensure a weather-tight seal. ¶

Window screens must be in good condition (applies only if screens are present). ¶

**Doors** ¶

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact, and have a threshold. ¶

All interior doors must have no holes, have all trim intact, and be openable without the use of a key. ¶

**Floors** ¶

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced. ¶

All floors must be in a finished state. Raw wood or unsealed concrete is not permitted. ¶

All floors should have some type of base shoe, trim, or sealing for a "finished look." Vinyl base shoe is permitted. ¶

**Sinks** ¶

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted. ¶

All sinks must have functioning stoppers. ¶

**Toilets** ¶

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly. ¶

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**Security** ¶

If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system.

The owner is responsible for ensuring that the family is instructed on the use of the quick release system. ¶

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| <u>Inspectable Item</u>                                  | <u>Deficiency</u>  |
|--|--|
|  | <u>illuminated.</u>  |
| <u>Fire Escape</u>                                       | <u>Fire extinguisher is damaged or missing.</u>  |
| <u>Fire Extinguisher</u>                                 | <u>Fire extinguisher pressure gauge reads over or under-charged.</u>   |
|  | <u>Fire extinguisher service tag is missing, illegible, or expired.</u>  |
|  | <u>Fire extinguisher is damaged or missing.</u>  |
| <u>Flammable and Combustible Items</u>                   | <u>Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal comfort or a fuel-burning water heater; OR</u>  |
|  | <u>Improperly stored chemicals.</u>  |
| <u>Guardrail</u>   | <u>Guardrail is missing or not installed.</u>  |
|  | <u>Guardrail is not functionally adequate.</u>   |
| <u>Heating, Ventilation, and Air Conditioning (HVAC)</u> | <u>The inspection date is on or between October 1 and March 31 and the permanently installed heating source is not working or the permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.</u> |
|  | <u>Unvented space heater that burns gas, oil, or kerosene is present.</u>  |
|  | <u>Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance.</u>   |
|  | <u>Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly connected, damaged, or missing.</u>   |
| <u>Leak – Gas or Oil</u>                                 | <u>Natural gas, propane, or oil leak.</u>  |
| <u>Mold-like Substance</u>                               | <u>Presence of mold-like substance at extremely high levels is observed visually.</u>  |
| <u>Smoke Alarm</u>                                       | <u>Smoke alarm is not installed where required.</u>  |
|  | <u>Smoke alarm is obstructed.</u>  |
|  | <u>Smoke alarm does not produce an audio or visual alarm when tested.</u>  |
| <u>Sprinkler Assembly</u>                                | <u>Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.</u>   |
|  | <u>Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance.</u>   |
|  | <u>Sprinkler assembly has evidence of corrosion.</u>   |
|  | <u>Sprinkler assembly has evidence of foreign material that is detrimental to performance.</u>   |
| <u>Structural System</u>                                 | <u>Structural system exhibits signs of serious failure.</u>  |

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| <u>Inspectable Item</u> | <u>Deficiency</u>   |
|-------------------------|---|
| <u>Toilet</u>           | <u>Only 1 toilet was installed, and it is missing.</u>            |
| <u>Water Heater</u>     | <u>Chimney or flue piping is blocked, misaligned, or missing.</u> |
|                         | <u>Gas shutoff valve is damaged, missing, or not installed.</u>   |

However, PHAs may add additional deficiencies which the PHA considers life-threatening provided they are described in the administrative plan.

SNRHA Policy

In addition to those listed under the NSPIRE standards, the following are considered life-threatening conditions:

Utilities not in service, including no running hot water

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**Deleted:** Any condition that jeopardizes the security of the unit¶  
Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling¶  
Natural or LP gas or fuel oil leaks¶  
A fuel storage vessel, fluid line, valve, or connection that supplies fuel to a HVAC unit is leaking or a strong odor is detected with potential for explosion or fire or that results in a health risk if inhaled¶  
Any electrical problem or condition that could result in shock or fire¶  
A light fixture is readily accessible, is not securely mounted to the ceiling or wall, and electrical connections or wires are exposed¶  
A light fixture is hanging by its wires¶  
A light fixture has a missing or broken bulb, and the open socket is readily accessible to the tenant during the day-to-day use of the unit¶  
A receptacle (outlet) or switch is missing or broken and electrical connections or wires are exposed¶  
An open circuit breaker position is not appropriately blanked off in a panel board, main panel board, or other electrical box that contains circuit breakers or fuses¶  
A cover is missing from any electrical device box, panel box, switch gear box, control panel, etc., and there are exposed electrical connections¶  
Any nicks, abrasions, or fraying of the insulation that exposes conducting wire¶  
Exposed bare wires or electrical connections¶  
Any condition that results in openings in electrical panels or electrical control device enclosures¶  
Water leaking or ponding near any electrical device¶  
Any condition that poses a serious risk of electrocution or fire and poses an immediate life-threatening condition¶  
Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.¶

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Obstacles that prevent safe entrance or exit from the unit¶  
Any components that affect the function of the fire escape are missing or damaged¶  
Stored items or other barriers restrict or prevent the use of the fire escape in the event of an emergency¶  
The building's emergency exit is blocked or impeded, thus limiting the ability of occupants to exit in a fire or other emergency¶  
Absence of a functioning toilet in the unit¶  
Inoperable or missing smoke detectors ¶  
Missing or inoperable carbon monoxide detector¶  
Missing, damaged, discharged, overcharged, or expired fire extinguisher (where required)¶  
Gas/oil-fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney venting¶  
The chimney or venting system on a fuel-fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting or gases¶  
A gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside¶  
A fuel-fired space heater is not properly vented or lacks available combustion air¶  
A non-vented space heater is present¶  
Safety devices on a fuel-fired space heater are missing or damaged ... [1]

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**8-I.E. OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]**

**Family Responsibilities**

The family is responsible for correcting the following deficiencies:

- Tenant-paid utilities not in service
- Failure to provide or maintain appliances owned by the family
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.

If a family fails to correct a family-caused life-threatening condition as required by the PHA, the PHA will enforce the family obligations. See 8-II.H.

SNRHA Policy

Damages beyond ordinary wear and tear will be considered to be damages which could be assessed against the security deposit under state law or in court practice.

**Owner Responsibilities**

The owner must maintain the unit in accordance with NSPIRE regulations and standards. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible (as provided in 24 CFR 982.404(b) and 982.551(c)).

SNRHA Policy

Owners are not permitted to keep storage within the assisted unit including, but not limited to: garage, parking space, attics, basements, or other storage areas designed to be utilized by the occupants of the unit.

The owner is responsible for all NSPIRE violations not listed as a family responsibility above, even if the violation is caused by the family's living habits (e.g., vermin infestation). However, if the family's actions constitute a serious or repeated lease violation, the owner may take legal action to evict the family.

The owner will be required to repair an inoperable smoke detector unless the PHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

If an owner fails to correct life-threatening conditions as required by the PHA, the PHA will enforce the NSPIRE standards in accordance with HUD requirements. See 8-II-G.

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If a family fails to correct a family-caused life-threatening condition as required by the PHA, the PHA will enforce the family obligations. See 8-II.H. ¶  
The owner will be required to repair an inoperable smoke detector unless the PHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.¶

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**8-I.G. LEAD-BASED PAINT**

PHAs and owners must comply with the requirements and timelines in 24 CFR Part 35 Subpart M—Tenant-Based Rental Assistance and Subpart H—Project-Based Assistance. PHAs and owners are reminded that any deteriorated paint in target housing, or other lead-based paint hazard identified through a lead-based paint risk assessment or lead-based paint inspection is considered a violation of NSPIRE standards.

For the HCV program, Subpart M applies to units where a child under age six resides or is expected to reside, common areas that service that unit, and exterior painted surfaces associated with that unit or common areas. For project-based programs, Subpart H applies to assisted units and common areas of the property regardless of whether a child under age six resides or is expected to reside in the unit. NSPIRE does not alter any of the lead-based paint requirements in Part 35 for these programs.

**Special Requirements for Children with Elevated Blood Lead Level [24 CFR 35.1225; FR Notice 1/13/17; Notice PIH 2017-13]**

If a PHA is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than six years of age, living in an HCV-assisted unit has been identified as having an elevated blood lead level, the PHA must complete an environmental investigation of the dwelling unit within 15 calendar days after being notified by a public health department or other medical health care provider. The environmental investigation must be completed in accordance with program requirements, and the result of the environmental investigation must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.

Within 30 days after receiving the environmental investigation report from the PHA, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330; 40 CFR 745.227]. If the owner does not complete the “hazard reduction” as required, the dwelling unit is in violation of HQS and the PHA will take action in accordance with Section 8-II.G.

PHA reporting requirements, and data collection and record keeping responsibilities related to children with an elevated blood lead level are discussed in Chapter 16.

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**8-I.H. VIOLATION OF SPACE STANDARDS [24 CFR 5.703(d)(5)]**

Units assisted under the HCV or PBV programs must have at least one bedroom or living/sleeping room for each two persons. A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space [HCV GB p. 10-6]. Each habitable room must have two working outlets or one working outlet and a permanent light. HUD defines a habitable room as a room in a building for living, sleeping, eating, or cooking, but excluding bathrooms, toilet rooms, closets, hallways, storage or utility spaces, and similar areas [FR Notice 5/11/23].

A unit that does not meet these space standards is defined as *overcrowded*.

If the PHA determines that a unit is overcrowded because of an increase in family size or a change in family composition, the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms.

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Have at least one bedroom or living/sleeping room for each two persons

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<#>One window  
<#>Two electrical outlets in proper operating condition (permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets)

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## PART II: THE INSPECTION PROCESS

### 8-II.A. OVERVIEW [24 CFR 982.405]

#### Types of Inspections

The PHA conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

- *Initial Inspections.* The PHA conducts initial inspections in response to a request from the family to approve a unit for participation in the HCV program.
- *Annual/Biennial Inspections.* HUD requires the PHA to inspect each unit under lease at least annually or biennially (or triennially for small rural PHAs as defined in 24 CFR 982.305(b)(2)), depending on SNRHA Policy, to confirm that the unit still meets NSPIRE standards.
- *Special Inspections.* A special inspection may be requested by the owner, the family, or a third party as a result of problems identified with a unit between annual inspections.
- *Quality Control Inspections.* HUD requires that a sample of units be inspected by a supervisor or other qualified individual to evaluate the work of the inspector(s) and to ensure that inspections are performed in compliance with the NSPIRE standards.

#### Inspection of PHA-Owned Units [24 CFR 982.352(b)]

The PHA must obtain the services of an independent entity to perform all NSPIRE inspections in cases where an HCV family is receiving assistance in a PHA-owned unit. A *PHA-owned unit* is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of each inspection to the family and the PHA. The independent agency must be approved by HUD and may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government).

For information on the inspection of PHA-owned units in the PBV program, see Chapters 17 and 18.

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**Inspection Costs [Notice PIH 2016-05; 24 CFR 5.705(d)]**

The PHA may not charge the family for unit inspections or reinspections [24 CFR 982.405(e)].

In the case of inspections of PHA-owned units, the PHA may compensate the independent agency from ongoing administrative fee for inspections performed. The PHA and the independent agency may not charge the family any fee or charge for the inspection [24 CFR.982.352(b)].

The PHA may not charge the owner for the inspection of the unit prior to the initial term of the lease or for a first inspection during assisted occupancy of the unit. However, the PHA may charge a reasonable fee to owners for reinspections in two situations: when the owner notifies the PHA that a repair has been made but the deficiency has not been corrected, and when the time for repairs has elapsed and the deficiency has not been corrected. Fees may not be imposed for tenant-caused damages, for cases in which the inspector could not gain access to the unit, or for new deficiencies discovered during a reinspection.

The owner may not pass the cost of a reinspection fee to the family. Reinspection fees must be added to the PHA’s administrative fee reserves and may only be used for activities related to the provision of tenant-based assistance.

SNRHA Policy

The PHA will not charge a fee for failed reinspections.

**Remote Video Inspections (RVIs) [Notice PIH 2020-31]**

As an alternative to some or all on-site inspections, the PHA may, but is not required to, perform NSPIRE inspections from a remote location using video streaming technology and a proxy at the inspection site. Since there may be some circumstances in which the application of technology provides insufficient information or evidence to allow the PHA to make appropriate determinations about whether a condition violates NSPIRE standards, Notice PIH 2020-31 requires that if a PHA chooses to implement RVIs, the PHA should have policies and procedures in place to address such limitations.

SNRHA Policy

At the PHA’s discretion, the PHA may use remote video inspections (RVIs) for all inspection types as an alternative to an onsite inspection. The PHA will not, however, conduct RVIs in pre-1978 units where a child or children under six will reside. For these units, the PHA will conduct an onsite inspection unless the participant requests and RVI as a reasonable accommodation.

Before conducting an RVI, both the PHA and impacted party with legal possession of the unit must agree to its use. Prior to conducting any RVI, the PHA will agree with the relevant parties to use an RVI rather than an onsite inspection. For unoccupied units, this agreement will be between the PHA and the owner. For occupied units, the agreement will be between the PHA and the tenant or other adult household member. In either case, if an agreement cannot be reached, the PHA will conduct an onsite inspection.

When selecting a proxy, the PHA may rely on the owner, property representative, tenant, or any adult associated with tenancy. The proxy will be selected through a mutual decision between the PHA, owner, and family.

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When selecting the proxy, the PHA will:

Verify that, for properties built before 1978 where a child under six resides or will reside, the proxy has completed the HUD Lead-Based Paint Visual Assessment Training Course;

Ensure the proxy is able to determine whether there is a smell of natural gas, methane, or other noxious gas; and

Ensure that on the day of the inspection the proxy has a:

Tape measure.

Working flashlight.

Circuit analyzer to test the low-voltage operation of electrical lines.

Means to test smoke and carbon monoxide detectors.

Temperature gun.

Smartphone or tablet reliable internet connection either through 4G or 5G connectivity and sufficient data or reliable Wi-Fi available onsite. The device must have a high camera resolution (megapixels, sensors, and pixel size).

If the PHA cannot identify a proxy that is able to meet the above criteria, the PHA will conduct an in-person inspection.

The proxy must follow the directions of the inspector. The proxy will live stream the inspection using the PHA's designated streaming web-based platform. The RVI may not be recorded.

During the RVI, the NSPIRE inspector will:

Verify the address and street name outside the unit match that of the unit to be inspected.

Inspect the unit's exterior and adjoining properties in accordance with NSPIRE through the proxy.

Inspect all interior spaces in accordance with NSPIRE through the proxy.

For pre-1978 properties, follow all national and state lead-based paint requirements.

During the RVI, the proxy will:

Examine all sides of a structure, including fences and outbuildings, visually examining paint conditions of all siding, trim, windows, porches, steps, columns, and any other painted areas on the unit's exterior.

Review each room separately and visually examine the paint conditions of walls, ceilings, steps, floors, doors, door frames, and windows, including window troughs.

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Document the amount of deterioration, indicating whether the scale is greater or less than the HUD de minimis amounts for deteriorated paint (including cracked, chipped, or otherwise damaged paint).

If at any time it becomes clear that the connection is unreliable, the lighting in the unit is insufficient, the necessary tools are unavailable, the noise level in or outside the unit is unacceptable, or any other circumstances as determined by the inspector, the inspector will record the unit as failed and schedule an in-person inspection.

### **Notice and Scheduling**

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)].

#### SNRHA Policy

Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections may be scheduled between 8:00 a.m. and 7:00 p.m. Generally, inspections will be conducted on business days only. In the case of a life-threatening emergency, the PHA will give as much notice as possible, given the nature of the emergency.

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## Owner and Family Inspection Attendance

HUD permits the PHA to set policy regarding family and owner presence at the time of inspection [HCV GB p. 10-27].

### SNRHA Policy

Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections may be scheduled between 8:00 a.m. and 5:00 p.m. Generally, inspections will be conducted on business days only. In the case of a life-threatening emergency, the PHA will give as much notice as possible, given the nature of the emergency.

If the PHA will conduct the inspection via an RVI, the notices to the family and owner will:

Inform the family and the owner that the inspection will be conducted through an RVI rather than onsite inspection

Provide a brief explanation of RVIs

Give the rationale for RVI implementation

Provide a contact number and email address to raise questions or concerns

Provide a link to the teleconferencing platform

## 8-II.B. INITIAL INSPECTION

### Approving Units [FR Notice 1/18/17; Notice PIH 2017-20; and 24 CFR 982.406]

HUD regulations require that units assisted under the HCV program be inspected to determine that the units meet NSPIRE standards before the PHA approves assisted tenancy. However, while the PHA is required to conduct an inspection prior to approving assisted tenancy, PHAs have two options for bringing units under HAP contract (or, in the case of PBV, approving occupancy and the execution of a lease) more quickly. The PHA may, but is not required to approve assisted tenancy and start HAP if the unit:

- Fails the initial inspection, but only if no life-threatening deficiencies are identified.
- Passed an alternative inspection in the last 24 months.

Otherwise, if neither of the above provisions are adopted, the PHA must determine that the unit the family selects meets NSPIRE standards prior to approving tenancy.

### SNRHA Policy

The PHA will approve assisted tenancy and start HAP for any unit that fails inspection if the deficiencies identified during the inspection are not life-threatening deficiencies as described in the NSPIRE standards and identified in Section 8-I.E.

The PHA will send written notice to the owner listing any severe, moderate, or low deficiencies and providing the owner with 30 calendar days, or a PHA-approved extension, to comply correct severe and/or moderate deficiencies. If low deficiencies are

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present in a unit, these deficiencies will only be noted by the inspector for informational purposes.

If the severe and moderate deficiencies are not corrected within notice period, the PHA will abate HAP until the unit is in compliance with NSPIRE standards. The PHA will follow abatement policies listed in Section 8-II.G., Enforcing Owner Compliance.

The owner may be in abatement for a maximum of 90 days before the PHA terminates the HAP contract in accordance with Section 8-II.G., Enforcing Owner Compliance.

If the initial inspection identifies more than one severe, moderate, or low deficiency, the PHA will notify the family in writing within 10 business days of the inspection of the deficiencies and offer the family the opportunity to decline to enter into an assisted lease without losing their voucher. The notice to the family will also state that, if the owner fails to correct the severe or moderate deficiencies, the PHA will terminate the HAP contract, and the family must move to another unit in order to continue receiving assistance.

**Timing of Initial Inspections [24 CFR 982.395(b)(2)(i)]**

HUD requires PHAs with fewer than 1,250 budgeted units to complete the initial inspection, determine whether the unit satisfies NSPIRE standards, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA). For PHAs with 1,250 or more budgeted units, to the extent practicable such inspection and determination must be completed within 15 days. The 15-day period is suspended for any period during which the unit is not available for inspection.

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**SNRHA Policy**

The PHA will complete the initial inspection, determine whether the unit satisfies NSPIRE standards, and notify the owner and the family of the determination within 15 days of submission of the Request for Tenancy Approval (RTA).

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## Inspection Results and Reinspections

For new units proposed for the HCV program, life-threatening deficiencies must be resolved before the HAP contract is executed and the family moves into the unit.

### SNRHA Policy

If any deficiencies are identified, the owner will be notified of the deficiencies and be given a time frame to correct them. If requested by the owner, the time frame for correcting the deficiencies may be extended by the PHA for good cause. The PHA will reinspect the unit within five business days of the date the owner notifies the PHA that the required corrections have been made.

If the time period for correcting the deficiencies (or any PHA-approved extension) has elapsed, or the unit fails at the time of the reinspection, the PHA will notify the owner and the family that the unit has been rejected and that the family must search for another unit. The PHA may agree to conduct a second reinspection, for good cause, at the request of the family and owner.

Following a failed reinspection, the family may submit a new Request for Tenancy Approval for the same unit after the owner has made repairs, if they are unable to locate another suitable unit.

## Utilities

Generally, at initial lease-up the owner is responsible for demonstrating that all utilities are in working order including those utilities that the family will be responsible for paying.

### SNRHA Policy

Utility service must be available for testing at the time of the initial inspection.

## Appliances

### SNRHA Policy

If the family is responsible for supplying the stove and/or refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has met all other NSPIRE requirements. The required appliances must be in place before the HAP contract is executed by the PHA. The PHA will execute the HAP contract based upon a certification from the family that the appliances have been installed and are working. A confirmatory inspection will be scheduled within 30 days of HAP contract approval.

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**8-II.C. ANNUAL/BIENNIAL INSPECTIONS [24 CFR 982.405 and 982.406; Notice PIH 2016-05]**

HUD requires the PHA to inspect each unit under HAP contract at least biennially (or triennially for small rural PHAs), to confirm that the unit still meets NSPIRE standards. The inspection may be conducted in conjunction with the family's annual reexamination but also may be conducted separately.

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SNRHA Policy

Each unit under HAP contract must be inspected biennially within 24 months of the last full NSPIRE inspection. The PHA reserves the right to require annual inspections of any unit or owner at any time.

The PHA will accept the results of inspections performed by HUD or for the HOME or LIHTC programs. Inspections will only be accepted if HCV units are included in the population of units forming the basis of the sample.

The PHA will not utilize inspection results other than from inspections conducted by HUD or for the HOME or LIHTC programs.

Inspection reports and other data must be provided to the PHA within five business days of the inspection. The PHA will review the inspection reports and determine whether the unit will receive a "pass" under NSPIRE within five business days. If the PHA determines that the unit does not pass, the PHA will notify the owner and conduct an HQS inspect within 10 business days.

**Scheduling the Inspection**

SNRHA Policy

If an adult cannot be present on the scheduled date, the family should request that the PHA reschedule the inspection. The PHA and family will agree on a new inspection date that generally should take place within five business days of the originally scheduled date. The PHA may schedule an inspection more than five business days after the original date for good cause.

If the family misses the first scheduled appointment without requesting a new inspection date, the PHA will automatically schedule a second inspection. If the family misses two scheduled inspections without PHA approval, the PHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

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**8-II.D. SPECIAL INSPECTIONS [24 CFR 982.405(g)]**

If a participant family or government official reports a life-threatening condition which the owner would be required to repair within 24 hours, the PHA must inspect the unit within 24 hours of notification. If the reported condition is not life-threatening, the PHA must inspect the unit within 15 days of notification.

SNRHA Policy

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During a special inspection, the PHA generally will inspect only those deficiencies that were reported. However, the inspector will record any additional deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual/biennial inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled the PHA may elect to conduct a full annual/biennial inspection.

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**8-II.E. QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b); 24 CFR 985.3(e); HCV GB, p. 10-32]**

HUD requires a PHA supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the NPSIRE standards.

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The unit sample must include only units that have been inspected within the preceding three months. The selected sample should be drawn to represent a cross section of neighborhoods and the work of a cross section of inspectors.

**8-II.F. INSPECTION RESULTS AND REINSPECTIONS FOR UNITS UNDER HAP CONTRACT**

**Correction Timeframes**

Each deficiency is identified in the NPSIRE standards as either life-threatening, severe, moderate, or low.

For units under HAP contract, life-threatening deficiencies must be corrected within 24 hours after notice has been provided. All other non-life-threatening deficiencies (severe and moderate) must be corrected within 30 days (or a PHA-approved extension) after notice has been provided. If low deficiencies are present in a unit, these deficiencies result in a pass and would only be noted by the inspector for informational purposes.

**Notification of Corrective Actions**

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies deficiencies, the PHA will determine (1) whether or not the failure is a life-threatening condition and (2) whether the family or owner is responsible.

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**SNRHA Policy**

When life-threatening deficiencies are identified, the PHA will immediately notify both parties by telephone or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of the PHA's notice.

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When failures that are severe or moderate are identified, the PHA will send the owner and the family a written notification of the inspection results within five business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. Generally, not more than 30 days will be allowed for the correction. If low deficiencies are identified, these deficiencies will only be noted for informational purposes.

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The notice of inspection results will inform the owner that if life-threatening conditions are not corrected within 24 hours, and non-life-threatening conditions are not corrected within the specified time frame (or any PHA-approved extension), the owner's HAP will be abated in accordance with SNRHA Policy (see 8-II.G.).

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Likewise, in the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any PHA-approved extension, if applicable) the family's assistance will be terminated in accordance with SNRHA Policy (see Chapter 12).

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## Extensions

For life-threatening deficiencies, the PHA cannot grant an extension to the 24-hour corrective action period. For conditions that are severe or moderate, the PHA may grant an exception to the required time frames for correcting the violation, if the PHA determines that an extension is appropriate.

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### SNRHA Policy

Extensions will be granted in cases where the PHA has determined that the owner has made a good faith effort to correct the deficiencies and is unable to for reasons beyond the owner's control. Reasons may include, but are not limited to:

A repair cannot be completed because required parts or services are not available.

A repair cannot be completed because of weather conditions.

A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case-by-case basis, but will not exceed 60 days, except in the case of delays caused by weather conditions. In the case of weather conditions, extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

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## Reinspections

### SNRHA Policy

The PHA will conduct a reinspection immediately following the end of the corrective period, or any PHA approved extension.

The family and owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, the PHA will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family, in accordance with PHA policies. If the PHA is unable to gain entry to the unit in order to conduct the scheduled reinspection, the PHA will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance in accordance with Chapter 12.

The PHA may accept self-certification from the owner that HQS deficiencies have been corrected provided the owner has no history of noncompliance with the program and all deficiencies are non-life-threatening. In deciding whether to allow for this type of documentation, the PHA will consider the severity of corrections needed and/or its experience with the owner and property.

Self-certification may include photos or videos, certification from a building maintenance official that work has been completed, evidence from a utility company that service has been restored, or other documented proof of repairs that include the date of repair such as receipts. All verifications must document the repair was made to the PHA's satisfaction and that an HQS deficiency is no longer present.

**Deleted:** The PHA will not accept self-certification of HQS repairs. Photos or other documentation of repairs will not be accepted in lieu of a reinspection.¶

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The PHA will only allow for self-certification of non-life-threatening deficiencies. The PHA will not accept self-certification of repairs in PBV units, for repairs made due to cited HQS failures at initial move-in, for emergency fail items, or for any life safety systems such as smoke detectors.

When the PHA permits the use of photos as verification of correction, each photo taken must be clearly labeled so that the relevant content of the photo is easily identified and must be matched to a specific item on the inspection form along with any written description of the HQS violation.

The PHA will ensure that any photos or videos remain secure and are used only by staff or others needing access for purposes of the HQS inspection. Photos or videos will remain within a secure file as long as a family is receiving assistance in the specific unit.

All evidence of repairs must be submitted to the PHA at least five business days prior to the scheduled reinspection date or of the deadline provided to the owner and family; otherwise, the reinspection date will stand. The PHA will encourage owners to use email to submit all documentation. The PHA will notify the owner of the acceptance or denial of the submitted documentation via email or phone at least one business day prior to the inspection. If the PHA does not accept the owner's self-certification, the inspection date will stand.

The PHA reserves the right to conduct an in-person inspection to verify corrections have been made at any time. The PHA may require a reinspection, regardless of whether the owner submits self-certification documentation, and may deny the option to submit a self-certification where any question remains regarding the integrity of the documentation provided, where documentation is lacking (i.e., fail items where no receipts or other evidence reflect repair), or where an owner has a repeated history of regular or repeat fails.

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## 8-II.G. ENFORCING OWNER COMPLIANCE

If the owner fails to maintain the dwelling unit in accordance with NSPIRE standards, the PHA must take prompt and vigorous action to enforce the owner obligations.

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### HAP Abatement

If an owner fails to correct deficiencies by the time specified by the PHA, HUD requires the PHA to abate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.3(f)]. No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of deficiencies that are the family's responsibility.

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#### SNRHA Policy

The PHA will make all HAP abatements effective the first of the month following the expiration of the PHA specified correction period (including any extension).

The PHA will inspect abated units within five business days of the owner's notification that the work has been completed. Payment will resume effective on the day the unit passes inspection.

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During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

### HAP Contract Termination

The PHA must decide how long any abatement period will continue before the HAP contract will be terminated. The PHA should not terminate the contract until the family finds another unit, provided the family does so in a reasonable time [HCV GB p. 10-29] and must give the owner reasonable notice of the termination. The PHA will issue a voucher to permit the family to move to another unit as described in Chapter 10.

#### SNRHA Policy

The maximum length of time that HAP may be abated is 90 days. However, if the owner completes corrections and notifies the PHA before the termination date of the HAP contract, the PHA may rescind the termination notice if (1) the family still resides in the unit and wishes to remain in the unit and (2) the unit passes inspection.

Reasonable notice of HAP contract termination by the PHA is 30 days.

## 8-II.H. ENFORCING FAMILY COMPLIANCE [24 CFR 982.404(b)]

Families are responsible for correcting any deficiencies listed in paragraph 8-I.D. If the family fails to correct a violation within the period allowed by the PHA (and any extensions), the PHA will terminate the family's assistance, according to the policies described in Chapter 12.

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If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

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**PART III: RENT REASONABLENESS [24 CFR 982.507]**

**8-III.A. OVERVIEW**

Except in the case of certain LIHTC- and HOME-assisted units, no HAP contract can be approved until the PHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program.

HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that owners not charge more for assisted units than for comparable units on the premises. This part explains the method used to determine whether a unit's rent is reasonable.

**PHA-Owned Units [24 CFR 982.352(b)]**

In cases where an HCV family is receiving assistance in a PHA-owned unit, the PHA must obtain the services of an independent entity to determine rent reasonableness in accordance with program requirements, and to assist the family in negotiating the contract rent when the family requests assistance. A PHA-owned unit is defined as a unit that is owned by the PHA that administers the assistance under the consolidated ACC (including a unit owned by an entity substantially controlled by the PHA). The independent agency must communicate the results of the rent reasonableness determination to the family and the PHA. The independent agency must be approved by HUD, and may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government).

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## 8-III.B. WHEN RENT REASONABLENESS DETERMINATIONS ARE REQUIRED

### Owner-Initiated Rent Determinations

The PHA must make a rent reasonableness determination at initial occupancy and whenever the owner requests a rent adjustment.

The owner and family first negotiate the rent for a unit. The PHA (or independent agency in the case of PHA-owned units) will assist the family with the negotiations upon request. At initial occupancy the PHA must determine whether the proposed rent is reasonable before a HAP Contract is signed. The owner must not change the rent during the initial lease term. Subsequent requests for rent adjustments must be consistent with the lease between the owner and the family. Rent increases will not be approved unless any failed items identified by the most recent inspection have been corrected.

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#### SNRHA Policy

After the initial occupancy period, the owner may request a rent adjustment in accordance with the owner's lease. For rent increase requests after initial lease-up, the PHA may request owners to provide information about the rents charged for other units on the premises, if the premises include more than 4 units. In evaluating the proposed rents in comparison to other units on the premises the PHA will consider unit size and length of tenancy in the other units.

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The PHA will determine whether the requested increase is reasonable within 10 business days of receiving the request from the owner. The owner will be notified of the determination in writing.

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All rent increase requests must be received 60 calendar days prior to the anniversary date of the HAP contract and will be processed with the next annual recertification. Owners/managers will be eligible for no more than one rent increase per year.

### PHA and HUD-Initiated Rent Reasonableness Determinations

HUD requires the PHA to make a determination of rent reasonableness (even if the owner has not requested a change) if there is a 10 percent decrease in the fair market rent that goes into effect at least 60 days before the contract anniversary date. HUD also may direct the PHA to make a determination at any other time. The PHA may decide that a new determination of rent reasonableness is needed at any time.

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#### SNRHA Policy

In addition to the instances described above, the PHA will make a determination of rent reasonableness at any time after the initial occupancy period if: (1) the PHA determines that the initial rent reasonableness determination was in error or (2) the PHA determines that the information provided by the owner about the unit or other units on the same premises was incorrect.

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**LIHTC and HOME-Assisted Units [24 CFR 982.507(c)]**

For units receiving low-income housing tax credits (LIHTCs) or units assisted under HUD’s HOME Investment Partnerships (HOME) Program, a rent comparison with unassisted units is not required if the voucher rent does not exceed the rent for other LIHTC- or HOME-assisted units in the project that are not occupied by families with tenant-based assistance.

For LIHTCs, if the rent requested by the owner does exceed the LIHTC rents for non-voucher families, the PHA must perform a rent comparability study in accordance with program regulations. In such cases, the rent shall not exceed the lesser of: (1) the reasonable rent as determined from the rent comparability study; or (2) the payment standard established by the PHA for the unit size involved.

**8-III.C. HOW COMPARABILITY IS ESTABLISHED**

**Factors to Consider**

HUD requires PHAs to take into consideration the factors listed below when determining rent comparability. The PHA may use these factors to make upward or downward adjustments to the rents of comparison units when the units are not identical to the HCV-assisted unit.

- Location and age
- Unit size including the number of rooms and square footage of rooms
- The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- The quality of the units including the quality of the original construction, maintenance and improvements made
- Amenities, services, and utilities included in the rent

**Units that Must Not Be Used as Comparables**

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance [Notice PIH 2002-22, Notice PIH 2005-20, and Notice PIH 2020-19].

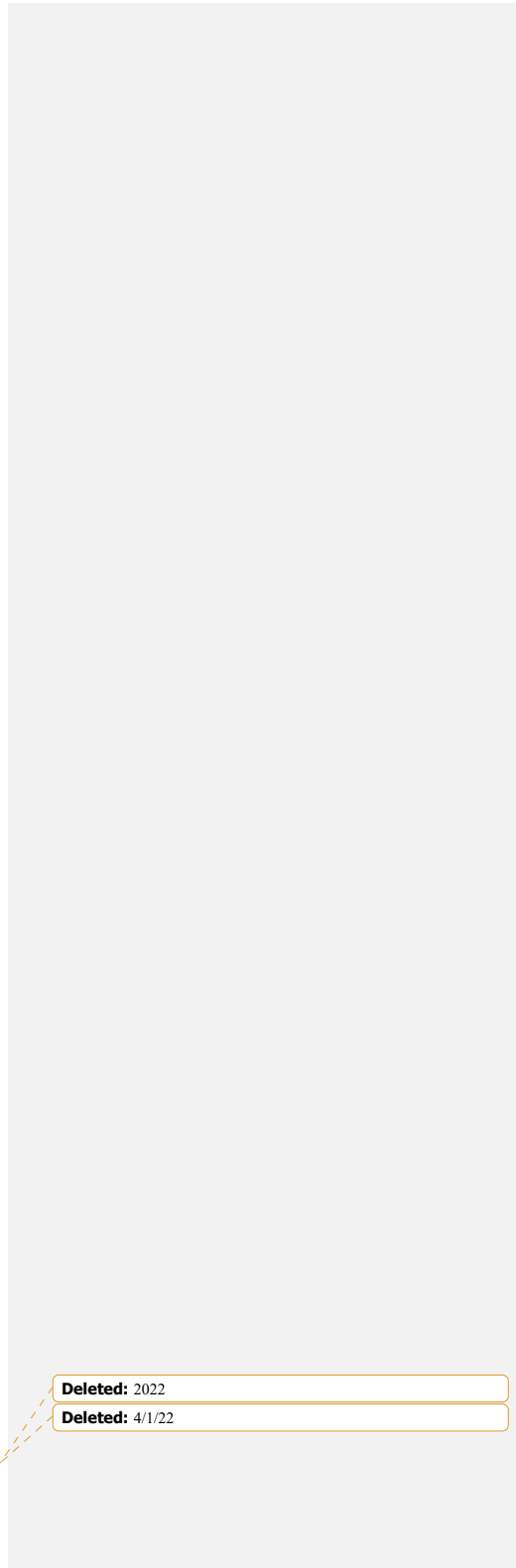
*Note:* Notice PIH 2020-19, issued August 21, 2020, provides further guidance on the issue of what constitutes an assisted unit.

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**Rents Charged for Other Units on the Premises**

The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

By accepting the PHA payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give the PHA information regarding rents charged for other units on the premises.



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## 8-III.D. PHA RENT REASONABLENESS METHODOLOGY

### How Market Data Is Collected

#### SNRHA Policy

The PHA will primarily utilize [www.AffordableHousing.com](http://www.AffordableHousing.com) which will collect and maintain data on market rents in the PHA's jurisdiction. Information sources include newspapers, realtors, market surveys, inquiries of owners and other available sources. The data will be maintained by bedroom size and market areas. Market areas may be defined by zip codes.

The data will be updated on an ongoing basis and rent information that is more than 12 months old will be archived in [www.AffordableHousing.com](http://www.AffordableHousing.com). Market Rent Data greater than 12 months old will not be used for eligibility but may be used for reference.

### How Rents Are Determined

#### SNRHA Policy

The rent for the unit proposed for HCV assistance will be compared to the rent charged for no less than three (3) comparable units in the same market area. SNRHA will develop arrange of prices for comparable units within this rent range. Interactive maps with satellite overlays will be used to identify and select the most similar unsubsidized units in closest proximity to the subject unit, and comparable unit data characteristics will be used to select the most similar units. Because units may be similar, but not exactly like the unit proposed for HCV assistance, SNRHA may make adjustments to the range of prices to account for these differences.

The PHA will notify the owner of the rent the PHA can approve based upon its analysis of rents for comparable units. The owner may submit information about other comparable units in the market area. The PHA will confirm the accuracy of the information provided and consider this additional information when making rent determinations. The owner must submit any additional information within five business days of the PHA's request for information or the owner's request to submit information.

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The adjustment must reflect the local market. Not all differences in units require adjustments (e.g., the presence or absence of a garbage disposal may not affect the rent in some market areas).¶  
Adjustments may vary by unit type (e.g., a second bathroom may be more valuable in a three-bedroom unit than in a two-bedroom).¶  
The adjustment must reflect the rental value of the difference—not its construction costs (e.g., it might cost \$20,000 to put on a new roof, but the new roof might not make any difference in what a tenant would be willing to pay because rental units are presumed to have functioning roofs).¶  
When a comparable project offers rent concessions (e.g., first month rent-free, or reduced rent) reported monthly rents will be adjusted accordingly. For example, if a comparable project reports rents of \$500/month but new tenants receive the first month's rent free, the actual rent for the unit would be calculated as follows:  $\$500 \times 11 \text{ months} = 5500/12 \text{ months} = \text{actual monthly rent of } \$488.$ ¶  
The PHA will notify the owner of the rent the PHA can approve based upon its analysis of rents for comparable units. The owner may submit information about other comparable units in the market area. The PHA will confirm the accuracy of the information provided and consider this additional information when making rent determinations. The owner must submit any additional information within five business days of the PHA's request for information or the owner's request to submit information.¶  
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**EXHIBIT 8-1: AFFIRMATIVE HABITABILITY REQUIREMENTS**

**Affirmative Habitability Requirements: Inside**

Must include at least 1 battery-operated or hard-wired smoke detector, in proper working condition, on each level of the property.

Must meet or exceed the carbon monoxide detection standards set by the Secretary through *Federal Register* notification.

Any outlet installed within 6 feet of a water source must be GFCI protected.

Must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically.

Must have permanently mounted light fixtures in any kitchens and each bathroom.

May not contain unvented space heaters that burn gas, oil or kerosene.

**Affirmative Habitability Requirements: Outside**

Any outlet installed within 6 feet of a water source must be GFCI-protected.

Must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically.

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| <b>Affirmative Habitability Requirements: Unit</b>  |
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| <u>Must have hot and cold running water in the bathroom and kitchen, including an adequate source of safe drinking water in the bathroom and kitchen.</u>   |
| <u>Must include its own bathroom or sanitary facility that is in proper operating condition and usable in privacy. It must contain a sink, a bathtub or shower, and an interior flushable toilet.</u>   |
| <u>Must have at least one battery-operated or hard-wired smoke detector, in proper working condition, in the following locations:</u>   |
| <ul style="list-style-type: none"> <li>• <u>On each level of the unit AND</u></li> <li>• <u>Inside each bedroom or sleeping area AND</u></li> <li>• <u>With 21 feet of any door to a bedroom measured along a path of travel AND</u></li> <li>• <u>Where a smoke detector is installed outside a bedroom is separated from an adjacent living area by a door, a smoke detector must also be installed in the living area side of the door.</u></li> </ul> |
| <u>If the unit is occupied by a hearing-impaired person, the smoke detectors must have an alarm system designed for hearing-impaired persons.</u>   |
| <u>Must have a living room and a kitchen area with a sink, cooking appliance, refrigerator, food preparation area and food storage area.</u>  |
| <u>Must have two working outlets or one working outlet and one permanent light fixture within all habitable rooms.</u>  |
| <u>Must have a permanently mounted light fixture in each bathroom and in the kitchen.</u>   |
| <u>Outlets within 6 feet of water source must be GFCI-protected.</u>  |
| <u>Must have permanently installed heating source.</u>  |
| <u>No units may contain unvented space heaters that burn gas, oil or kerosene.</u>  |
| <u>Must have a guard rail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically.</u>  |
| <u>Must have at least one bedroom or living/sleeping room for each two persons.</u>   |

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**EXHIBIT 8-1: OVERVIEW OF HUD HOUSING QUALITY STANDARDS¶**

**Deleted:** Note: This document provides an overview of HQS. For more detailed information see the following documents:¶  
 24 CFR 982.401, Housing Quality Standards (HQS)¶  
 Housing Choice Voucher Guidebook, Chapter 10.¶  
 HUD Housing Inspection Manual for Section 8 Housing¶  
 HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)¶

**Sanitary Facilities¶**

The dwelling unit must include sanitary facilities within the unit. The sanitary facilities must be usable in privacy and must be in proper operating condition and adequate for personal cleanliness and disposal of human waste. ¶

**Food Preparation and Refuse Disposal¶**

The dwelling unit must have space and equipment suitable for the family to store, prepare, and serve food in a sanitary manner. ¶

**Space and Security¶**

The dwelling unit must provide adequate space and security for the family. This includes having at least one bedroom or living/sleeping room for each two persons.¶

**Thermal Environment¶**

The unit must have a safe system for heating the dwelling unit. Air conditioning is not required but if provided must be in proper operating condition. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source of heat for units located in climatic areas where permanent heat systems are required.¶

**Illumination and Electricity¶**

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.¶

**Structure and Materials¶**

The dwelling unit must be structurally sound. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies, and stoops are thirty inches or more off the ground. The elevator servicing the unit must be working [if there is one]. Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.¶

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**Interior Air Quality¶**

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**EXHIBIT 8-2: SUMMARY OF TENANT PREFERENCE AREAS RELATED TO HOUSING QUALITY¶**

**Deleted:** Note: This document provides an overview of unit and site characteristics and conditions for which the family determines acceptability. For more detailed information see the following documents:¶

Housing Choice Voucher Guidebook, Chapter 10.¶  
 HUD Housing Inspection Manual for Section 8 Housing¶  
 HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)¶

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## **Briefing**

HUD allows the receiving PHA to require a briefing for an incoming portable family as long as the requirement does not unduly delay the family's search [Notice PIH 2016-09].

### SNRHA Policy

The PHA will not require the family to attend a briefing. The PHA will provide the family with a briefing packet (as described in Chapter 5) and, in an individual briefing, will orally inform the family about the PHA's payment and subsidy standards, procedures for requesting approval of a unit, the unit inspection process, and the leasing process. The PHA will suggest that the family attend a full briefing at a later date.

## **Income Eligibility and Reexamination**

The receiving PHA does not redetermine eligibility for a portable family that was already receiving assistance in the initial PHA's voucher program [24 CFR 982.355(c)(9)]. If the receiving PHA opts to conduct a new reexamination for a current participant family, the receiving PHA may not delay issuing the family a voucher or otherwise delay approval of a unit [24 CFR 982.355(c)(11)].

### SNRHA Policy

For any family moving into its jurisdiction under portability, the PHA will conduct a new reexamination of family income and composition. However, the PHA will not delay issuing the family a voucher for this reason. Nor will the PHA delay approving a unit for the family until the reexamination process is complete unless the family is an applicant and the PHA cannot otherwise confirm that the family is income eligible for admission to the program in the area where the unit is located.

In conducting its own reexamination, the PHA will rely upon any verifications provided by the initial PHA to the extent that they (a) accurately reflect the family's current circumstances and (b) were obtained within the last 120 days. Any new information may be verified by documents provided by the family and adjusted, if necessary, when third party verification is received.

## **11-I.C. CONDUCTING ANNUAL REEXAMINATIONS**

As part of the annual reexamination process, families are required to provide updated information to the PHA regarding the family's income, expenses, and composition [24 CFR 982.551(b)].

### **SNRHA Policy**

SNRHA processes recertification online using Rent Café. Families will be asked to supply all required information (as described in the reexamination notice) before the deadline specified in the notice. The required information will include a PHA-designated reexamination form as well as supporting documents or forms related to the family's income, expenses, and family composition.

The PHA will notify the family in writing if any required documentation or information is missing. The missing information or documentation must be provided within 10 business days of the date the PHA notifies the family. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time period (plus any extensions), the family will be sent a notice of termination (see Chapter 12).

If the family requests or the PHA schedules an in-person interview, families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment.

Any required documents or information that the family is unable to provide at the time of the interview must be provided within 10 business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time period (plus any extensions), the family will be sent a notice of termination (see Chapter 12).

Additionally, HUD recommends that at annual reexaminations PHAs ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state [Notice PIH 2012-28].

### **SNRHA Policy**

At the time of the annual reexamination, the PHA will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. The PHA will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

If the PHA proposes to terminate assistance based on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the

subject of the record and the tenant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination. [24 CFR 5.903(f) and 5.905(d)]. (See Chapter 12.)

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The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the PHA has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status

If adding a new family member to the unit causes overcrowding according to the housing quality standards (HQS) (see Chapter 8), the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the HAP contract in accordance with its terms [24 CFR 982.403].

## 11-I.F. EFFECTIVE DATES

The PHA must establish policies concerning the effective date of changes that result from an annual reexamination [24 CFR 982.516].

### SNRHA Policy

In general, an *increase* in the family share of the rent that results from an annual reexamination will take effect on the family's anniversary date, and the family will be notified at least 30 days in advance.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.

If a family moves to a new unit, the increase will take effect on the effective date of the new lease and HAP contract, and no 30-day notice is required.

If the PHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the PHA, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual reexamination, *increases* in the family share of the rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 16.

In general, a *decrease* in the family share of the rent that results from an annual reexamination will take effect on the family's anniversary date.

If a family moves to a new unit, the decrease will take effect on the effective date of the new lease and HAP contract.

If the PHA chooses to schedule an annual reexamination for completion prior to the family's anniversary date for administrative purposes, the effective date will be determined by the PHA.

If the family causes a delay in processing the annual reexamination, *decreases* in the family share of the rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the PHA by the date specified, and this delay prevents the PHA from completing the reexamination as scheduled.



## **PART II: INTERIM REEXAMINATIONS [24 CFR 982.516; Notice PIH 2023-27]**

### **11-II.A. OVERVIEW**

Family circumstances may change between annual reexaminations. HUD and PHA policies dictate what kinds of information about changes in family circumstances must be reported, and under what circumstances the PHA must process interim reexaminations to reflect those changes.

A family may request an interim determination of family income or composition because of any changes since the last determination. The PHA must conduct any interim reexamination within a reasonable period of time after the family request or when the PHA becomes aware of a change in the family's adjusted income that must be processed in accordance with HUD regulations. What qualifies as a "reasonable time" may vary based on the amount of time it takes to verify information, but the PHA generally should conduct the interim reexamination not longer than 30 days after the PHA becomes aware of changes in income.

Notice PIH 2023-27 changes the conditions under which interim reexaminations must be conducted, codifies when interim reexaminations should be processed and made effective, and requires related changes for annual reexaminations and streamlined income determinations. When the PHA determines that an interim reexamination of income is necessary, they must ask the family to report changes in all aspects of adjusted income.

### **11-II.B. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION**

#### **Reporting**

PHAs must require families to report household composition changes; however, PHAs determine the timeframe in which reporting happens [Notice PIH 2023-27]. The PHA must adopt policies prescribing when and under what conditions the family must report changes in income and family composition [24 CFR 960.257(b)(5)].

#### SNRHA Policy

All families must report all changes in family and household composition that occur between annual reexaminations within 10 business days of the change.

The PHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

#### **New Family Members Not Requiring PHA Approval**

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require PHA approval. However, the family is required to promptly notify the PHA of the addition [24 CFR 982.551(h)(2)].

## **New Family and Household Members Requiring Approval**

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request PHA approval to add a new family member [24 CFR 982.551(h)(2)] or other household member (live-in aide or foster child) [24 CFR 982.551(h)(4)].

Although the PHA must verify aspects of program eligibility when any new family member is added, the Streamlining Final Rule removed the requirement that PHAs conduct a reexamination of income whenever a new family member is added. The PHA may state in policy that an income reexamination will be conducted.

If a change in family size causes a violation of NSPIRE space standards (see Chapter 8), the PHA must issue the family a new voucher, and the family and PHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, the PHA must terminate the family's HAP contract in accordance with its terms [24 CFR 982.403].

### SNRHA Policy

Families must request PHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than 30 consecutive days or 90 cumulative days within a 12-month period and therefore no longer qualifies as a "guest." Requests must be made in writing (submitted in Rent Café) and approved by the PHA prior to the individual moving into the unit.

The PHA will not approve the addition of a new family or household member unless the individual meets the PHA's eligibility criteria (see Chapter 3) and documentation requirements (see Chapter 7, Part II).

The PHA will not approve the addition of a foster child or foster adult if it will cause a violation of NSPIRE space standards.

If the PHA determines an individual meets the PHA's eligibility criteria and documentation requirements, the PHA will provide written approval to the family. If the approval of a new family member or live-in aide will cause overcrowding according to NSPIRE standards, the approval letter will explain that the family will be issued a voucher and will be required to move.

If the PHA determines that an individual does not meet the PHA's eligibility criteria or documentation requirements, the PHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

The PHA will make its determination within 10 business days of receiving all information required to verify the individual's eligibility.

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## **Departure of a Family or Household Member**

Families must promptly notify the PHA if any household member no longer lives in the unit [24 CFR 982.551(h)(3)]. Because household members are considered when determining the family unit (voucher) size [24 CFR 982.402], the PHA also needs to know when any live-in aide, foster child, or foster adult ceases to reside in the unit. The PHA must process an interim for all decreases in adjusted income when a family member permanently moves out of the unit.

### SNRHA Policy

If a household member ceases to reside in the unit, the family must inform the PHA within 10 business days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

## 11-II.C. CHANGES AFFECTING INCOME OR EXPENSES

### Overview

Interim reexaminations for changes in income or expenses may be scheduled either because the PHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change.

The PHA must estimate the income of the family for the upcoming 12-month period to determine family income for an interim reexamination [24 CFR 5.609(c)(1)]. Policies for projecting income are found in Chapter 6.

### Interim Decreases [24 CFR 982.516(c)(2) and Notice PIH 2023-27]

A family may request an interim determination of family income for any change since the last determination. However, the PHA may decline to conduct an interim reexamination if the PHA estimates the family's adjusted income will decrease by an amount that is less than 10 percent of the family's adjusted income. The PHA may set a lower threshold in SNRHA Policy such as performing an interim for any decreases in adjusted income, although HUD prohibits the PHA from setting a dollar-figure threshold.

However, while the PHA has some discretion, HUD requires that the PHA perform an interim reexamination for a decrease in adjusted income of any amount in two circumstances:

- When there is a decrease in family size attributed to the death of a family member; or
- When a family member permanently moves out of the assisted unit during the period since the family's last reexamination.

In the above circumstances, the PHA must perform an interim reexamination for any decrease in adjusted income.

If the net effect of the changes in adjusted income due to a decrease in family size results in no change or an increase in annual adjusted income, then PHA must process the removal of the household member(s) as a non-interim reexamination transaction without making changes to the family's annual adjusted income.

#### SNRHA Policy

Generally, the PHA will only conduct an interim when the family's adjusted income has decreased by an amount that is 10 percent or more of the family's adjusted income.

When determining the 10 percent threshold, the PHA will round calculated percentages up or down to the next nearest unit as applicable (e.g., a calculated decrease of 9.5 percent will be rounded to 10 percent).

However, the PHA will perform an interim reexamination for a decrease in adjusted income of any amount in two circumstances:

When there is a decrease in family size attributed to the death of a family member; or

When a family member permanently moves out of the assisted unit during the period since the family's last reexamination.

### **Subsidy Standards [24 CFR 982.505(c)(4)]**

If there is a change in the family unit size that would apply to a family during the HAP contract term, either due to a change in family composition, or a change in the PHA's subsidy standards (see Chapter 5), the new family unit size must be used to determine the payment standard amount for the family at the family's *first annual* reexamination following the change in family unit size.

### **Utility Allowances [24 CFR 982.517(d)]**

The family share of the rent and HAP calculations must reflect any changes in the family's utility arrangement with the owner, or in the PHA's utility allowance schedule [HCV GB, p. 12-5]. Chapter 16 discusses how utility allowance schedules are established.

When there are changes in the utility arrangement with the owner, the PHA must use the utility allowances in effect at the time the new lease and HAP contract are executed.

At reexamination, the PHA must use the PHA current utility allowance schedule [HCV GB, p. 18-8].

#### SNRHA Policy

Revised utility allowances will be applied to a family's rent and subsidy calculations at the first annual reexamination after the allowance is adopted.

For PBV, the new utility allowance may also be applied on the PBV HAP contract anniversary date if a rent adjustment is processed with at least 30-day notice of any increase in tenant rent.

### **11-III.C. NOTIFICATION OF NEW FAMILY SHARE AND HAP AMOUNT**

The PHA must notify the owner and family of any changes in the amount of the HAP payment [HUD-52641, HAP Contract]. The notice must include the following information [HCV GB, p. 12-6]:

The amount and effective date of the new HAP payment

The amount and effective date of the new family share of the rent

The amount and effective date of the new tenant rent to owner

The family must be given an opportunity for an informal hearing regarding the PHA's determination of their annual or adjusted income, and the use of such income to compute the housing assistance payment [24 CFR 982.555(a)(1)(i)] (see Chapter 16).

#### SNRHA Policy

The notice to the family will include the annual and adjusted income amounts that were used to calculate the family share of the rent and the housing assistance payment.

The notice will state the family has the right to request an explanation of how the assistance was calculated and if the family disagrees, they have the right to informal hearing. The notice will include the procedures for requesting an informal hearing.

## ***F. ONE YEAR PROHIBITION***

### ***Gross Misdemeanor Convictions***

Persons with gross misdemeanor convictions for the offenses listed below shall be barred from the program admission and continued occupancy for a period of **one (1) year** from the date of conviction, and must demonstrate an absence of criminal activity for a minimum period of one year preceding the date of the application for admission or port in date.

- Open or gross lewdness – First Offense
- Discharging a weapon where a person might be endangered
- Changing/altering the serial number of a firearm
- Discharging a firearm in or upon a public street

### ***Probation and Parole***

If any family member is in violation of exiting probation or parole requirements, they may be terminated from the program. This section applies to incoming ports also.

### ***Other Felony Criminal Convictions***

Applicants, incoming clients under portability (including prior SNRHA clients who ported out and leased with the receiving PHA) and/or members of their household who have felony criminal convictions, for offenses other than those referenced above, shall be barred from admission for the time periods listed and must demonstrate that they have not incurred any new convictions for a minimum period of one (1) year from the last date of their sentence.

For purposes of this section, the “last date of sentence” shall mean the date of discharge from parole and/or probation or, in the case of a sentence that did not impose parole or probation, the date of release from prison/jail or the date of completion of court-ordered community service and/or final payment of court-ordered fines/restitution.

Persons with outstanding warrants are barred from admission until the warrants have been satisfied by the issuing legal jurisdiction. Applicants or port-in client must provide documentation that the warrant has been satisfied within 30 calendar days of notification to prevent denial of assistance.

### **13-II.G. FORECLOSURE [Notice PIH 2010-49]**

Families receiving HCV assistance are entitled to certain protections set forth under the Protecting Tenants at Foreclosure Act (PTFA). During the term of the lease, the new owner of the property does not have good cause to terminate the tenant's lease, unless the new owner will occupy the unit as their primary residence and has provided the tenant with at least a 90-day notice. In that case, the lease may be terminated effective on the date of sale, although the tenant is still entitled to a 90-day notice to vacate. Further, the new owner assumes interest in the lease between the prior owner and the tenant and to the HAP contract.

Any state or local law that provides longer time periods or other additional protections for tenants also applies.

#### SNRHA Policy

If a property is in foreclosure, the PHA will make all reasonable efforts to determine the status of the foreclosure and ownership of the property and will continue to make payments to the original owner until ownership legally transfers in accordance with the HAP contract.

The PHA will attempt to obtain a written acknowledgement of the assignment of the HAP contract from the successor in interest. This will include a request for owner information, including a tax identification number and payment instructions from the new owner. Even if the new owner does not acknowledge the assignment of the HAP contract in writing, the assignment is still effective by operation of law.

The PHA will inform the tenant that they must continue to pay rent in accordance with the lease, and if the new owner refuses to accept payment or cannot be identified, the tenant should pay rent into escrow. Failure to pay rent may constitute an independent ground for eviction.

In the event that the PHA is unable to make HAP payments to the new owner due to an action or inaction by the new owner that prevents such payments (e.g., rejection of payments or failure to maintain the property according to HQS), or due to an inability to identify the new owner, the PHA will either use the funds to pay:

The utilities that are the owner's responsibility after taking reasonable steps to notify the owner; except that if the unit has been or will be rendered uninhabitable due to termination or threat of termination of service, prior notice is not required. In the latter case, the PHA shall notify the owner within a reasonable time after making the utility payment; or

For the family's reasonable moving costs, including security deposit costs.

The PHA will also refer the tenant, as needed, to the local legal aid office in order to ensure adequate protection of the tenant's rights and enforcement of the successor in interest's performance under the HAP contract.

See Section 12-III.B for a discussion of foreclosure as it pertains to owner termination of tenancy.



#### 14-II.D. PHA-CAUSED ERRORS OR PROGRAM ABUSE

The responsibilities and expectations of PHA staff with respect to normal program administration are discussed throughout this plan. This section specifically addresses actions of a PHA staff member that are considered errors or program abuse related to the HCV program. Additional standards of conduct may be provided in the PHA personnel policy.

PHA-caused incorrect subsidy determinations include (1) failing to correctly apply HCV rules regarding family composition, income, assets, and expenses, (2) assigning the incorrect voucher size to a family, and (3) errors in calculation.

##### **De Minimis Errors [24 CFR 5.609(c)(4)]**

The PHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. A de minimis error is an error where the PHA determination of family income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (\$360 in annual adjusted income) per family.

PHAs must take corrective action to credit or repay a family if the family was overcharged rent, including when PHAs make de minimis errors in the income determination. Families will not be required to repay the PHA in instances where the PHA miscalculated income resulting in a family being undercharged for rent. PHAs state in their policies how they will repay or credit a family the amount they were overcharged as a result of the PHA's de minimis error in income determination.

##### SRNHA Policy

The PHA will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error, staff program abuse, or a de minimis error.

## **SPECIAL HOUSING TYPES**

[24 CFR 982 Subpart M; New HCV GB, *Special Housing Types*]

### **INTRODUCTION**

The PHA may permit a family to use any of the special housing types discussed in this chapter. However, the PHA is not required to permit families receiving assistance in its jurisdiction to use these housing types, except that PHAs must permit use of any special housing type if needed as a reasonable accommodation for a person with a disability. The PHA also may limit the number of families who receive HCV assistance in these housing types and cannot require families to use a particular housing type. No special funding is provided for special housing types. Unless specifically modified by the regulations, NSPIRE standards apply to special housing types (Single Room Occupancy, Congregate Housing, Group Homes, Shared Housing, Manufactured Homes, Homeownership units) [Notice PIH 2023-28].

#### **SNRHA Policy**

Families will be permitted to lease Manufactured Homes and the SNRHA administers a Homeownership program. Other special housing types will not be permitted unless use is needed as a reasonable accommodation so that the program is readily accessible to a person with disabilities.

VASH clients may utilize special housing types as needed per the regulations.

Policy language is included in this chapter where relevant in the event the PHA does grant use as a reasonable accommodation.

Special housing types include single room occupancy (SRO), congregate housing, group homes, shared housing, cooperative housing, manufactured homes where the family owns the home and leases the space, and homeownership [24 CFR 982.601]. A single unit cannot be designated as more than one type of special housing. The PHA cannot give preference to households that wish to live in any of these types of housing and cannot require households to select any of these types of housing [New HCV GB, *Special Housing Types*, p. 3].

## **PART VII: HOMEOWNERSHIP**

[24 CFR 982.625 through 982.643]

### **15-VII.A. OVERVIEW [24 CFR 982.625]**

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option may be newly admitted or an existing participant in the HCV program. The PHA must have the capacity to operate a successful HCV homeownership program as defined by the regulations.

#### SNRHA Policy

The PHA has instituted a minimum homeowner down payment requirement of at least three percent of the purchase price and requires that at least one percent of the purchase price come from the family's personal resources. Tenant must be in good standing.

There are two forms of homeownership assistance described in the regulations: monthly homeownership assistance payments and single down payment assistance grants. However, PHAs may not offer down payment assistance until and unless funding is allocated by Congress. Since this has not yet happened, only monthly homeownership assistance may be offered.

#### SNRHA Policy

The PHA will offer the monthly homeownership assistance payments to qualified families.

The PHA may choose not to offer homeownership assistance. However, the PHA must offer homeownership assistance if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities. It is the sole responsibility of the PHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. The PHA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability. The PHA may determine that it is not reasonable to offer homeownership assistance as a reasonable accommodation in cases where the PHA has otherwise opted not to implement a homeownership program.

The PHA must approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.

## 15-VII.B. FAMILY ELIGIBILITY [24 CFR 982.627]

If the PHA offers the homeownership option, participation by the family is optional. However, the family must meet all of the requirements listed below before the commencement of homeownership assistance. The PHA may also establish additional initial requirements as long as they are described in the PHA administrative plan.

- The family must have been admitted to the Housing Choice Voucher program.
- The family must qualify as a first-time, homeowner, or may be a cooperative member.
- The family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home. The PHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not the PHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-qualified or pre-approved for financing that is sufficient to purchase an eligible unit.

### SNRHA Policy

The PHA will not establish a higher minimum income standard for disabled and/or non-disabled families.

- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term *full-time employment* means not less than an average of 30 hours per week); and has been continuously so employed during the year before commencement of homeownership assistance for the family.

### SNRHA Policy

Families will be considered “continuously employed” if the break in employment does not exceed four months.

The PHA will count self-employment in a business when determining whether the family meets the employment requirement.

- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, the PHA must grant an exemption from the employment requirement if the PHA determines that it is needed as a reasonable accommodation.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option

- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).

### **SNRHA Policy**

The PHA will impose additional eligibility requirements. To be eligible to participate in the homeownership option, families must meet the following criteria:

- The family has had no family-caused violations of HUD's Housing Quality standards within the past year.
- The family is not within the initial one-year period of a HAP Contract.
- The family owes no money to the PHA.
- The family has not committed any serious or repeated violations of a PHA-assisted lease within the past year.
- The family must choose lenders where underwriting criteria comply with basic mortgage lending. No predatory lending practices will be approved in this program.
- The family must select an existing home within Clark County, or under construction at the time the participant enters into a Contract of Sell.
- The family must report all changes in income and family composition within 10 calendar days of said change, in writing.
- The family must provide the PHA with a copy of the contract of sale; proof of hazard insurance; insurance credit underwriting requirements for FHA – insured single family mortgage loans. (HUD Handbook 4155.1)
- The home must pass an initial PHA HQS inspection. The family must also have an independent professional home inspection to inspect the home to identify physical defects and the condition of major building systems and components. A copy of the independent inspection report must be given to PHA. The family must pay for the independent inspection. Any failed items in an Independent inspection may be grounds to deny the contract of homeownership from being signed.
- The seller is responsible for completing necessary pre-purchase repairs.
- The family must agree to complete a pre-homeownership counseling program and post training, as required.
- The family must sign a contract of Homeownership Obligations.
- The family must notify the PHA of any foreclosure notices or late notices received from their lenders within 10 calendar days of receiving said notice. If client receives more than three (3) late notices that were more than 30 calendar days delinquent within a calendar year the participant must attend post homeownership counseling.
- The family must participate and graduate from FSS, except for the elderly and disabled.

### **15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]**

Unless otherwise provided (under the homeownership option), the PHA may limit homeownership assistance to families or purposes defined by the PHA and may prescribe additional requirements for commencement of homeownership assistance for a family. Any such limits or additional requirements must be described in the PHA administrative plan.

If the PHA limits the number of families that may participate in the homeownership option, the PHA must establish a system by which to select families to participate.

#### **SNRHA Policy**

The PHA will administer up to 150 homeownership units.

Families who have been participating in an economic self-sufficiency program (FSS) for at least six months, or have graduated from such a program, will be given preference over other families. Elderly and disabled families will automatically be given this preference.

Within preference and non-preference categories, families will be selected according to the date and time their application for participation in the homeownership option is submitted to the PHA.

All families must meet eligibility requirements as defined in Section 15-VII.B. of this plan.

#### **15-VII.D. ELIGIBLE UNITS [24 CFR 982.628]**

In order for a unit to be eligible, the PHA must determine that the unit satisfies all of the following requirements:

- The unit must meet HUD’s “eligible housing” requirements. The unit may not be any of the following:
  - A public housing or Indian housing unit;
  - A unit receiving Section 8 project-based assistance;
  - A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
  - A college or other school dormitory;
  - On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
- The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit must have been inspected by the PHA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards (see Chapter 8).
- For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.

Families may enter into contracts of sale for units not yet under construction. However, the PHA will not commence homeownership assistance for the family for that unit until:

1. Either the responsible entity completes the environmental review as required by 24 CFR part 58 and HUD approved the environmental certification and request for release of funds prior to commencement of construction or HUD performed an environmental review under CFR part 50 and notified the PHA in writing of environmental approval of the site prior to construction commencement; and
  2. Construction of the unit has been completed and the unit has passed the required HQS inspection and independent inspection as addressed elsewhere in this chapter.
- For PHA-owned units all of the following conditions must be satisfied:
    - The PHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a PHA-owned unit is freely selected by the family without PHA pressure or steering;
    - The unit is not ineligible housing;
    - The PHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any PHA provided financing. All of these actions must be completed in accordance with program requirements.

The PHA must not approve the unit if the PHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.



## **15-VII.E. ADDITIONAL PHA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]**

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. The PHA may establish the maximum time that will be allowed for a family to locate and purchase a home and may require the family to report on their progress in finding and purchasing a home. If the family is unable to purchase a home within the maximum time established by the PHA, the PHA may issue the family a voucher to lease a unit or place the family's name on the waiting list for a voucher.

### SNRHA Policy

The family will be allowed 120 days to identify a unit and submit a sales contract to the PHA for review. The family will be allowed an additional 120 days to close on the home. PHAs may grant extensions to either of these periods for good cause. The length of the extension(s) will be determined on a case-by-case basis, but in no case will an extension exceed a total of 125 days. The maximum amount of time a family will be given to locate and complete the purchase of a home under the homeownership option is 365 days.

During these periods, the family will continue to receive HCV rental assistance in accordance with any active lease and HAP contract until the family vacates the rental unit for its purchased home.

All requests for extensions must be submitted in writing to the PHA prior to the expiration of the period for which the extension is being requested. The PHA will approve or disapprove the extension request within 10 business days. The family will be notified of the PHA's decision in writing.

The family will be required to report their progress on locating and purchasing a home to the PHA every 30 days until the home is purchased.

If the family cannot complete the purchase of a unit within the maximum required time frame, and is not receiving rental assistance under a HAP contract at the time the search and purchase time period expires, the family will be issued a voucher to lease a unit.

## **15-VII.F. HOMEOWNERSHIP COUNSELING [24 CFR 982.630]**

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by the PHA. HUD suggests the following topics for the PHA-required pre-assistance counseling:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in the PHA jurisdiction;
- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

The PHA may adapt the subjects covered in pre-assistance counseling (as listed) to local circumstances and the needs of individual families.

The PHA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If the PHA offers a program of ongoing counseling for participants in the homeownership option, the PHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

If the PHA does not use a HUD-approved housing counseling agency to provide the counseling, the PHA should ensure that its counseling program is consistent with the counseling provided under HUD's Housing Counseling program.

### **SNRHA Policy**

SNRHA shall require all participants to attend a HUD-Certified Counseling Program.

SNRHA may require all families to attend and complete post-purchase ongoing homeownership counseling, if there are payment concerns.

All families wishing to participate in the Homeownership Program must complete a minimum of the regular eight hours of pre-purchase homeownership counseling and any individually required HUD approved counseling sessions.

## **15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND PHA DISAPPROVAL OF SELLER [24 CFR 982.631]**

### **Home Inspections**

The PHA may not commence monthly homeownership assistance payments for a family until the PHA has inspected the unit and has determined that the unit passes HQS.

#### SNRHA Policy

When the family locates a home they wish to purchase and submits a copy of their purchase offer/contract, the PHA will conduct a housing quality standards (HQS) inspection within 10 business days. Any items found not to meet HQS must be repaired before the unit can be determined eligible for the homeownership program.

An independent professional inspector selected by and paid for by the family must also inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

The PHA may not require the family to use an independent inspector selected by the PHA. The independent inspector may not be a PHA employee or contractor, or other person under control of the PHA. However, the PHA may establish standards for qualification of inspectors selected by families under the homeownership option.

#### SNRHA Policy

The family must hire an independent professional inspector, whose report must be submitted to the PHA for review. This inspector must be a member of the American Society of Home Inspectors (ASHI) or other recognized professional society, or a licensed engineer. The inspector cannot be a PHA employee or contractor.

The PHA may disapprove a unit for assistance based on information in the independent inspector's report, even if the unit was found to comply with HQS.

#### SNRHA Policy

The PHA will review the professional report in a timely fashion and, based on the presence of major physical problems, may disapprove the purchase of the home.

If the PHA disapproves the purchase of a home, the family will be notified in writing of the reasons for the disapproval.

While the family is receiving homeownership assistance, the PHA will conduct an HQS inspection every other year.

## **Contract of Sale**

Before commencement of monthly homeownership assistance payments, a member or members of the family must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give the PHA a copy of the contract of sale. The contract of sale must:

- Specify the price and other terms of sale by the seller to the purchaser;
- Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser;
- Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
- Provide that the purchaser is not obligated to pay for any necessary repairs; and
- Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under CFR part 24.
- A contract for the sale of a unit not yet under construction must meet all above requirements, and requirements below. Commencement of construction in violation of the below requirements voids the purchase contract.
  - The purchaser is not obligated to purchase the unit unless an environmental review has been performed and the site received environmental approval prior to commencement of construction in accordance with 24 CFR 982.628; and
  - The construction will not commence until the environmental review has been completed and the seller has received written notice from the PHA that environmental approval has been obtained. Environmental approval may be conditioned on the contracting parties' agreement to modification to the unit design or to mitigation actions.

## **Disapproval of a Seller**

In its administrative discretion, the PHA may deny approval of a seller for the same reasons a PHA may disapprove an owner under the regular HCV program [see 24 CFR 982.306(c)].

## **15-VII.H. FINANCING [24 CFR 982.632]**

The PHA may establish requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt. The PHA must establish policies describing these requirements in the administrative plan.

A PHA may not require that families acquire financing from one or more specified lenders, thereby restricting the family's ability to secure favorable financing terms.

### SNRHA Policy

As a check against predatory lending, the PHA will review the financing of each purchase transaction, including estimated closing costs. The PHA will review the loans for features, such as balloon payments, adjustable rate mortgages, and unusually high interest rates, all of which are prohibited. The PHA also will not approve "seller financing" or "owner-held" mortgages. Beyond these basic criteria, the PHA will rely on the lenders to determine that the loan will be affordable to program participants.

The mortgage the family applies for must require a minimum down payment of at least three percent of the sales price with one percent of the down payment coming from the purchaser's personal funds. The PHA will not require that the family have any more than the minimum of one percent of their own money in the transaction. However, in cases where a lender is requiring a larger amount, the family may be held to the underwriting guidelines set by their lending institution.

The PHA will approve a family's request to utilize its Family Self-Sufficiency escrow account after final disbursement for down payment and/or closing costs when purchasing a unit under the HCV homeownership option.

## **15-VII.I. CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS [24 CFR 982.633]**

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, the PHA may not continue homeownership assistance after the month when the family moves out. The family or lender is not required to refund to the PHA the homeownership assistance for the month when the family moves out.

Before commencement of homeownership assistance, the family must execute a statement of family obligations in the form prescribed by HUD [form HUD-52649]. In the statement, the family agrees to comply with all family obligations under the homeownership option.

The family must comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- The family must supply information to the PHA or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by the PHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify the PHA before moving out of the home.
- The family must notify the PHA if the family defaults on the mortgage used to purchase the home.
- The family must provide the PHA with information on any satisfaction or payment of the mortgage debt.
- No family member may have any ownership interest in any other residential property.
- The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).

### **SNRHA Policy**

The family must notify SNRHA within 30 calendar days, when they have refinanced their mortgage or taken out an equity loan and provide the new documents.

The family must comply with all post assistance counseling requirements.

Any inspection the PHA conducts after the initial inspection will be done on an advisory basis. The family will be encouraged to make the repairs, but will not be required to do so as a condition of ongoing assistance.

### **15-VII.J. MAXIMUM TERM OF HOMEOWNER ASSISTANCE [24 CFR 982.634]**

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) shall not receive homeownership assistance for more than:

- Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
- Ten years, in all other cases.

The maximum term described above applies to any member of the family who:

- Has an ownership interest in the unit during the time that homeownership payments are made; or
- Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.

In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least 6 months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.

#### **SNRHA Policy**

If a homeownership participant is no longer classified as disabled, the employment requirements will be applied.

## **15-VII.K. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES [24 CFR 982.635]**

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment.

In determining the amount of the homeownership assistance payment, the PHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described elsewhere in this plan for the Housing Choice Voucher program. The payment standard for a family is the greater of (i) The payment standard as determined at the commencement of homeownership assistance for occupancy of the home, or (ii) The payment standard at the most recent regular reexamination of family income and composition since the commencement of homeownership assistance for occupancy of the home.

The PHA must adopt policies for determining the amount of homeownership expenses to be allowed by the PHA in accordance with HUD requirements.

Homeownership expenses (not including cooperatives) must include amounts allowed by the PHA to cover:

- Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;
- Real estate taxes and public assessments on the home;
- Home insurance;
- The PHA allowance for maintenance expenses;
- The PHA allowance for costs of major repairs and replacements;
- The PHA utility allowance for the home;
- Principal and interest on mortgage debt incurred to finance costs for major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person;
- Land lease payments where a family does not own fee title to the real property on which the home is located; [see 24 CFR 982.628(b)].
- For a condominium unit, condominium operating charges or maintenance fees assessed by the condominium homeowner association.

The PHA does not have the discretion to exclude any of the listed homeownership expenses or to add any additional items.



Homeownership expenses for a cooperative member include amounts allowed by the PHA to cover:

- The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;
- Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;
- Home insurance;
- The PHA allowance for maintenance expenses;
- The PHA allowance for costs of major repairs and replacements;
- The PHA utility allowance for the home; and
- Principal and interest on debt incurred to finance major repairs, replacements or improvements for the home. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person.
- Cooperative operating charges or maintenance fees assessed by the cooperative homeowner association.

#### SNRHA Policy

The PHA will use the following amounts for homeownership expenses:

**Monthly homeownership payment.** This includes principal and interest on initial mortgage debt, taxes and insurance, public assessments, and any mortgage insurance premium, if applicable.

**Utility allowance.** The PHA's utility allowance for the unit, based on the current HCV utility allowance schedule.

**Monthly maintenance/major repair/replacement allowance.** A single monthly maintenance/repair/replacement allowance will be provided at \$120 per month.

**Monthly co-op/condominium assessments.** If applicable, the monthly amount of co-op or condominium association operation and maintenance assessments.

**Monthly principal and interest on debt for improvements.** Principal and interest for major home repair, replacements, or improvements, if applicable.

**Land lease payments.** Land lease payments where a family does not own fee title to the real property on which the home is located.

The PHA may pay the homeownership assistance payments directly to the family, or at the PHA's discretion, to a lender on behalf of the family. If the assistance payment exceeds the amount due to the lender, the PHA must pay the excess directly to the family.

SNRHA Policy

The PHA's housing assistance payment will be paid directly to the family. It will be the family's responsibility to make the entire payment to the lender.

**15-VII.L. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]**

Subject to the restrictions on portability included in HUD regulations and PHA policies, a family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families. The receiving PHA may absorb the family into its voucher program or bill the initial PHA.

The family must attend the briefing and counseling sessions required by the receiving PHA. The receiving PHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

## **15-VII.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]**

A family receiving homeownership assistance may move with continued tenant-based assistance or with voucher homeownership assistance.

The PHA must determine that all initial requirements have been satisfied if a family that has received homeownership assistance wants to move with continued homeownership assistance. However, the following do not apply:

- The requirement that a family must be a first-time homeowner is not applicable.
- The requirement for pre-assistance counseling is not applicable. However, the PHA may require that the family complete additional counseling (before or after moving to a new unit with continued homeownership assistance).

Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home. However, when the family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, and the move is needed to protect the health or safety of the family or family member (or any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move), such family or family member may be assisted with continued tenant-based assistance even if they own any title or other interest in the prior home.

The PHA may deny permission to move to a new unit with continued voucher assistance:

- If the PHA has insufficient funding to provide continued assistance.
- In accordance with 24 CFR 982.638, regarding denial or termination of assistance.
- In accordance with the PHA's policy regarding number of moves within a 12-month period.

The PHA must deny the family permission to move to a new unit with continued voucher rental assistance if:

- The family defaulted on an FHA-insured mortgage; and
- The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and
- The family has moved, or will move, from the home within the period established or approved by HUD.

### SNRHA Policy

For families participating in the homeownership option, requests to move will be approved and/or denied in accordance with PHA policies in Chapter 10.

The PHA will not require additional counseling of any families who move with continued assistance.

## **15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]**

At any time, the PHA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

The PHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633 and in accordance with its own policy, with the exception of failure to meet obligations under the Family Self-Sufficiency program as prohibited under the alternative requirements set forth in FR Notice 12/29/14.

Homeownership assistance for a family automatically terminates 180 calendar days after the last homeownership assistance payment on behalf of the family. However, a PHA may grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

### SNRHA Policy

In order for the PHA to consider granting relief from the requirement to automatically terminate homeownership assistance 180 days following the PHA's last housing assistance payment on behalf of the family, the family must submit a written request to the PHA at least 30 days prior to the date of automatic termination. The request must include an explanation of the circumstances that will cause an extreme hardship for the family (e.g., the imminent loss of income or employment) as well as documentation supporting the request. The PHA will determine on a case-by-case basis whether to grant relief from the requirement and for what period of time. In no case will the PHA postpone termination beyond an additional 90 days.

The PHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

### SNRHA Policy

The PHA will terminate a family's homeownership assistance if the family violates any of the homeowner obligations listed in Section 1, as well as for any of the reasons listed in Section 2 of form HUD-52649, Statement of Homeowner Obligations Housing Choice Homeownership Voucher Program.

In making its decision to terminate homeownership assistance, the PHA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II.D. Upon consideration of such alternatives and factors, the PHA may, on a case-by-case basis, choose not to terminate assistance.

Termination notices will be sent in accordance with the requirements and policies set forth in Section 12-II.F.

### **Exception Payment Standards [24 CFR 982.503(c)(5), Notice PIH 2018-01, FR Notice 9/27/21]**

A non-SAFMR PHA may establish an exception payment standard for a zip code area of up to and including 110 percent of the SAFMR determined by HUD for that zip code area. Regardless of the level of the exception payment standard compared to the metropolitan area FMRs (MAFMRs), the PHA must send an email to [SAFMRs@hud.gov](mailto:SAFMRs@hud.gov) to notify HUD that it has adopted an exception payment standard based on the SAFMR. A PHA that adopts an exception payment standard pursuant to this authority must apply it to the entire ZIP code area, for both its HCV, and if applicable, its PBV program. For the PBV program, this means that the rent to owner may not exceed the new exception payment standard amount, provided the rent is still reasonable. A PHA that adopts an exception payment standard area must revise its briefing materials to make families aware of the exception payment standard and the area that it covers.

In addition, HUD allows PHAs to establish a HUD-Veterans Affairs Supportive Housing (HUD-VASH) exception payment standard. PHAs may go up to but no higher than 120 percent of the FMR or SAFMR specifically for VASH families. PHAs who want to establish a VASH exception payment standard over 120 percent must still request a waiver from HUD (See Section 19-III.E.).

### **Voluntary Use of Small Area FMRs [24 CFR 982.503, Notice PIH 2018-01]**

PHAs that administer vouchers in a metropolitan area where the adoption of SAFMRs is not required may request approval from HUD to voluntarily adopt SAFMRs. SAFMRs may be voluntarily adopted for one or more zip code areas.

#### SNRHA Policy

The PHA will not voluntarily adopt the use of SAFMRs except to establish exception payment standards in certain zip code areas.

### **Unit-by-Unit Exceptions [24 CFR 982.503(b), 24 CFR 982.505(d), Notice PIH 2010-26]**

Unit-by-unit exceptions to the PHA's payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect the PHA's payment standard schedule.

When needed as a reasonable accommodation, the PHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 120 percent of the applicable FMR for the unit size [24 CFR 982.503(b)]. The PHA may request HUD approval for an exception to the payment standard for a particular family if the required amount exceeds 120 percent of the FMR.

## PART III: INFORMAL REVIEWS AND HEARINGS

### 16-III.A. OVERVIEW

Both applicants and participants have the right to disagree with, and appeal, certain decisions of the PHA that may adversely affect them. PHA decisions that may be appealed by applicants and participants are discussed in this section.

The process for applicant appeals of PHA decisions is called the “informal review.” For participants (or applicants denied admission because of citizenship issues), the appeal process is called an “informal hearing.” PHAs are required to include informal review procedures for applicants and informal hearing procedures for participants in their administrative plans [24 CFR 982.54(d)(12) and (13)].

### 16-III.B. INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a “minimum hearing requirement” [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements [*Federal Register* 60, no. 127 (3 July 1995): 34690].

#### **Decisions Subject to Informal Review [24 CFR 982.554(a) and (c)]**

The PHA must give an applicant the opportunity for an informal review of a decision denying assistance [24 CFR 982.554(a)]. Denial of assistance may include any or all of the following [24 CFR 982.552(a)(2)]:

- Denying listing on the PHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal reviews are *not* required for the following reasons [24 CFR 982.554(c)]:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family unit size under the PHA subsidy standards
- A PHA determination not to approve an extension of a voucher term
- A PHA determination not to grant approval of the tenancy
- A PHA determination that the unit is not in compliance with the NSPIRE standards
- A PHA determination that the unit does not meet space standards

### SNRHA Policy

The PHA will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes: denying listing on the PHA waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

### **Notice to the Applicant [24 CFR 982.554(a)]**

The PHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal review of the decision. The notice must describe how to obtain the informal review.

### **Scheduling an Informal Review**

#### SNRHA Policy

A request for an informal review must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's denial of assistance.

The PHA must schedule and send written notice of the informal review within 10 business days of the family's request.

If the informal review will be conducted remotely, at the time the PHA notifies the family of the informal review, the family will be informed:

Regarding the processes to conduct a remote informal review;

That, if needed, the PHA will provide technical assistance prior to and during the informal review; and

That if the family or any individual witness has any technological, resource, or accessibility barriers preventing them from fully accessing the remote informal review, the family may inform the PHA and the PHA will assist the family in either resolving the issues or allow the family to participate in an in-person informal review, as appropriate.

### **Informal Review Procedures [24 CFR 982.554(b)]**

The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant must be provided an opportunity to present written or oral objections to the decision of the PHA.

## PART III: INFORMAL REVIEWS AND HEARINGS

### 16-III.A. OVERVIEW

Both applicants and participants have the right to disagree with, and appeal, certain decisions of the PHA that may adversely affect them. PHA decisions that may be appealed by applicants and participants are discussed in this section.

The process for applicant appeals of PHA decisions is called the “informal review.” For participants (or applicants denied admission because of citizenship issues), the appeal process is called an “informal hearing.” PHAs are required to include informal review procedures for applicants and informal hearing procedures for participants in their administrative plans [24 CFR 982.54(d)(12) and (13)].

### 16-III.B. INFORMAL REVIEWS

Informal reviews are provided for program applicants. An applicant is someone who has applied for admission to the program, but is not yet a participant in the program. Informal reviews are intended to provide a “minimum hearing requirement” [24 CFR 982.554], and need not be as elaborate as the informal hearing requirements [*Federal Register* 60, no. 127 (3 July 1995): 34690].

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- Denying listing on the PHA waiting list
- Denying or withdrawing a voucher
- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal reviews are *not* required for the following reasons [24 CFR 982.554(c)]:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- A determination of the family unit size under the PHA subsidy standards
- A PHA determination not to approve an extension of a voucher term
- A PHA determination not to grant approval of the tenancy
- A PHA determination that the unit is not in compliance with the NSPIRE standards
- A PHA determination that the unit does not meet space standards



### SNRHA Policy

The PHA will only offer an informal review to applicants for whom assistance is being denied. Denial of assistance includes: denying listing on the PHA waiting list; denying or withdrawing a voucher; refusing to enter into a HAP contract or approve a lease; refusing to process or provide assistance under portability procedures.

### **Notice to the Applicant [24 CFR 982.554(a)]**

The PHA must give an applicant prompt notice of a decision denying assistance. The notice must contain a brief statement of the reasons for the PHA decision, and must also state that the applicant may request an informal review of the decision. The notice must describe how to obtain the informal review.

### **Scheduling an Informal Review**

#### SNRHA Policy

A request for an informal review must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's denial of assistance.

The PHA must schedule and send written notice of the informal review within 10 business days of the family's request.

If the informal review will be conducted remotely, at the time the PHA notifies the family of the informal review, the family will be informed:

Regarding the processes to conduct a remote informal review;

That, if needed, the PHA will provide technical assistance prior to and during the informal review; and

That if the family or any individual witness has any technological, resource, or accessibility barriers preventing them from fully accessing the remote informal review, the family may inform the PHA and the PHA will assist the family in either resolving the issues or allow the family to participate in an in-person informal review, as appropriate.

### **Informal Review Procedures [24 CFR 982.554(b)]**

The informal review must be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant must be provided an opportunity to present written or oral objections to the decision of the PHA.

## **Remote Informal Reviews [Notice PIH 2020-32]**

There is no requirement that informal reviews be conducted in-person and, as such, HUD allows PHAs to conduct all or a portion of their informal review remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote informal reviews, applicants may still request an in-person informal review, as applicable.

### SNRHA Policy

The PHA has the sole discretion to require that informal reviews be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, the PHA will conduct an informal review remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal review, or if the applicant believes an in-person informal review would create an undue health risk. The PHA will consider other reasonable requests for a remote informal review on a case-by-case basis.

## **Ensuring Accessibility for Persons with Disabilities and LEP Individuals**

As with in-person informal reviews, the platform for conducting remote informal reviews must be accessible to persons with disabilities and the informal review must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal hearings.

PHAs are required to make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have a full and equal opportunity to participate in and benefit from all aspects of the informal review process. See Chapter 2 for a more detailed discussion of reasonable accommodation requirements.

If no method of conducting a remote informal review is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual their inability to participate in the remote informal review, and the PHA should consider whether postponing the remote informal review to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances and requirements.

As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote informal reviews, including the use of interpretation services and document translation. See

Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal reviews.

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## **Conducting Remote Informal Reviews**

The PHA must ensure that the lack of technology or inability to use technology for remote informal reviews does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote informal review and, if the family does not have the proper technology to fully participate, either postpone the informal review or provide an alternative means of access.

As with in-person informal reviews, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal review. The family must also be provided with an accessible means by which to transmit their own evidence.

The PHA must ensure that the applicant has the right to hear and be heard. All PHA policies and processes for remote informal reviews must be conducted in accordance with due process requirements and be in compliance with HUD regulations at 24 CFR 982.554 and guidance specified in Notice PIH 2020-32.

### SNRHA Policy

The PHA will conduct remote informal reviews via a video (all of SNRHA's hearings, grievances, and reviews are conducted via teams with the call-in option only) conferencing platform, when available. If, after attempting to resolve any barriers, applicants are unable to adequately access the video conferencing platform at any point, or upon applicant request, the informal review will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal review will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to scheduling the remote review, the PHA will provide the family with login information and/or conferencing call-in information and an electronic and/or physical copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the informal review and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person informal review.

If the informal review is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal review at least 24 hours before the scheduled review through the mail, via email, or text. The PHA will scan and email copies of these documents to the PHA representative the same day.

Documents will be shared electronically whenever possible.

The PHA will follow up the email with a phone call and/or email to the applicant at least one business day prior to the remote informal review to ensure that the applicant received all information and is comfortable accessing the video conferencing or call-in platform.

The PHA will ensure that all electronic information stored or transmitted with respect to the informal review is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

## **Informal Review Decision [24 CFR 982.554(b)]**

The PHA must notify the applicant of the PHA's final decision, including a brief statement of the reasons for the final decision.

### SNRHA Policy

In rendering a decision, the PHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice to the family.

The validity of the grounds for denial of assistance. If the grounds for denial are not specified in the regulations, then the decision to deny assistance will be overturned.

The validity of the evidence. The PHA will evaluate whether the facts presented prove the grounds for denial of assistance. If the facts prove that there are grounds for denial, and the denial is required by HUD, the PHA will uphold the decision to deny assistance.

If the facts prove the grounds for denial, and the denial is discretionary, the PHA will consider the recommendation of the person conducting the informal review in making the final decision whether to deny assistance.

The PHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed within 10 business days of the informal review, to the applicant and their representative, if any, along with proof of mailing.

If the decision to deny is overturned as a result of the informal review, processing for admission will resume.

If the family fails to appear for their informal review, the denial of admission will stand and the family will be so notified.

### **16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS [24 CFR 982.555]**

PHAs must offer an informal hearing for certain PHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the PHA's HCV program and is currently assisted in the program. The purpose of the informal hearing is to consider whether the PHA's decisions related to the family's circumstances are in accordance with the law, HUD regulations and PHA policies.

The PHA is not permitted to terminate a family's assistance until the time allowed for the family to request an informal hearing has elapsed, and any requested hearing has been completed. Termination of assistance for a participant may include any or all of the following:

- Refusing to enter into a HAP contract or approve a lease
- Terminating housing assistance payments under an outstanding HAP contract
- Refusing to process or provide assistance under portability procedures

#### **Decisions Subject to Informal Hearing**

Circumstances for which the PHA must give a participant family an opportunity for an informal hearing are as follows:

- A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
- A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the PHA utility allowance schedule
- A determination of the family unit size under the PHA's subsidy standards
- A determination to terminate assistance for a participant family because of the family's actions or failure to act
- A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under SNRHA Policy and HUD rules
- A determination to terminate a family's Family Self Sufficiency contract, withhold supportive services, or propose forfeiture of the family's escrow account [24 CFR 984.303(i)]

Circumstances for which an informal hearing is not required are as follows:

- Discretionary administrative determinations by the PHA
- General policy issues or class grievances
- Establishment of the PHA schedule of utility allowances for families in the program
- A PHA determination not to approve an extension of a voucher term
- A PHA determination not to approve a unit or tenancy
- A PHA determination that a unit selected by the applicant is not in compliance with the NSPIRE standards
- A PHA determination that the unit is not in accordance with space standards because of family size
- A determination by the PHA to exercise or not to exercise any right or remedy against an owner under a HAP contract

#### SNRHA Policy

The PHA will only offer participants the opportunity for an informal hearing when required to by the regulations, and if the PHA denies a request for a reasonable accommodation (see Chapter 2).

All hearing requests will be tracked and processed. Requests for a hearing based on a determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment (rent review) will be reviewed by the HCV Program Supervisor (who did not make the decision) within five (5) business days before being forwarded to the Hearing Officer.

#### **Remote Informal Hearings [Notice PIH 2020-32]**

There is no requirement that informal hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their informal hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote informal hearings, applicants may still request an in-person informal hearing, as applicable.

#### SNRHA Policy

The PHA has the sole discretion to require that informal hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, the PHA will conduct an informal hearing remotely upon request as a reasonable accommodation for a person with a disability, if a participant does not have child care or transportation that would enable them to attend the informal hearing, or if the participant believes an in-person hearing would create an undue health risk. The PHA will consider other reasonable requests for a remote informal hearing on a case-by-case basis.

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## **Ensuring Accessibility for Persons with Disabilities and LEP Individuals**

As with in-person informal hearings, the platform for conducting remote informal hearings must be accessible to persons with disabilities and the informal hearings must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal hearings.

PHAs are required to make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have a full and equal opportunity to participate in and benefit from all aspects of the informal hearing process. See Chapter 2 for a more detailed discussion of reasonable accommodation requirements.

If no method of conducting a remote informal hearing is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual their inability to participate in the remote informal hearing, and the PHA should consider whether postponing the remote hearing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation will depend on the specific circumstances and requirements.

As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote informal hearings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal hearings.

## **Conducting Informal Hearings Remotely**

The PHA must ensure that the lack of technology or inability to use technology for remote informal hearings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote informal hearing and, if the family does not have the proper technology to fully participate, either postpone the informal hearing or provide an alternative means of access.

As with in-person informal hearings, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

The PHA's essential responsibility is to ensure informal hearings meet the requirements of due process and comply with HUD regulations. Therefore, all PHA policies and processes for remote informal hearings will be conducted in accordance with due process requirements, and will be in compliance with HUD regulations at 24 CFR 982.555 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

### SNRHA Policy

The PHA will conduct remote informal hearings via a video conferencing (same as above) platform, when available. If, after attempting to resolve any barriers, participants are unable to adequately access the video conferencing platform at any point, or upon request, the informal hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to scheduling the remote hearing, the PHA will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

The PHA will follow up with a phone call and/or email to the family at least one business day prior to the remote informal hearing to ensure that the family received all information and is comfortable accessing the video conferencing or call-in platform.

The PHA will ensure that all electronic information stored or transmitted with respect to the informal hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

## **Informal Hearing Procedures**

### ***Notice to the Family* [24 CFR 982.555(c)]**

When the PHA makes a decision that is subject to informal hearing procedures, the PHA must inform the family of its right to an informal hearing at the same time that it informs the family of the decision.

For decisions related to the family's annual or adjusted income, the determination of the appropriate utility allowance, and the determination of the family unit size, the PHA must notify the family that they may ask for an explanation of the basis of the determination, and that if they do not agree with the decision, they may request an informal hearing on the decision.

For decisions related to the termination of the family's assistance, or the denial of a family's request for an exception to the PHA's subsidy standards, the notice must contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision, the family may request an informal hearing on the decision, and a statement of the deadline for the family to request an informal hearing.

#### SNRHA Policy

In cases where the PHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

The proposed action or decision of the PHA.

A brief statement of the reasons for the decision, including the regulatory reference.

The date the proposed action will take place.

A statement of the family's right to an explanation of the basis for the PHA's decision.

A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.

A deadline for the family to request the informal hearing.

To whom the hearing request should be addressed.

A copy of the PHA's hearing procedures.

That the family may request a remote informal hearing.

### ***Scheduling an Informal Hearing [24 CFR 982.555(d)]***

When an informal hearing is required, the PHA must proceed with the hearing in a reasonably expeditious manner upon the request of the family.

#### SNRHA Policy

A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's decision or notice to terminate assistance.

The PHA must schedule and send written notice of the informal hearing to the family within 10 business days of the family's request.

If the PHA hearing will be conducted remotely, at the time the notice is sent to the family, the family will be notified:

Regarding the processes involved in a remote informal hearing;

That the PHA will provide technical assistance prior to and during the informal hearing, if needed; and

That if the family or any individual witness has any technological, resource, or accessibility barriers, the family may inform the PHA and the PHA will assist the family in either resolving the issue or allow the family to participate in an in-person hearing, as appropriate.

The family may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.

If the family does not appear within 20 minutes of the scheduled time and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The PHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities. If the family cannot show good cause for the failure to appear, or a rescheduling is not needed as a reasonable accommodation, the PHA's decision will stand.

### ***Pre-Hearing Right to Discovery [24 CFR 982.555(e)]***

Participants and the PHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

#### SNRHA Policy

The SNRHA will provide documents requested by the family electronically at no cost.

Prior to the hearing, the grievant shall be afforded the opportunity to review all related documentary evidence maintained by management and allowed to copy any documents in their file at a cost of \$1.00 per page after the first twenty-five (25) pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/tenant.

Requests for electronic or paper copies of documents must be submitted in writing and SNRHA will have four days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payment must be by money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable. Evidence not made available to the Grievant, upon request, may not be used at the time of the hearing.

If the hearing will be conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the informal hearing. The PHA will provide electronic copies of the hearing packet to the family, the family's representatives, if any, and the hearing officer at least three days before the scheduled remote informal hearing. The original hearing packet will be in the possession of the PHA representative and retained by the PHA.

Documents will be shared electronically whenever possible.

The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at the PHA offices before the hearing any family documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA, the family may not rely on the document at the hearing.

#### SNRHA Policy

For in-person hearings, the PHA will not require pre-hearing discovery by the PHA of family documents directly relevant to the hearing.

If the informal hearing is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. The PHA will scan and email

copies of these documents to the hearing officer and the PHA representative the same day.

Documents will be shared electronically whenever possible.

***Participant's Right to Bring Counsel [24 CFR 982.555(e)(3)]***

At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

***Informal Hearing Officer [24 CFR 982.555(e)(4)]***

Informal hearings will be conducted by a person or persons approved by the PHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

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### ***Attendance at the Informal Hearing***

#### **SNRHA Policy**

Hearings may be attended by a hearing officer and the following applicable persons:

A PHA representative(s) and any witnesses for the PHA

The participant and any witnesses for the participant

The participant's counsel or other representative

Any other person approved by the PHA as a reasonable accommodation for a person with a disability

### ***Conduct at Hearings***

The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA's hearing procedures [24 CFR 982.555(4)(ii)].

#### **SNRHA Policy**

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

## ***Evidence [24 CFR 982.555(e)(5)]***

The PHA and the family must be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

### SNRHA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

**Oral evidence:** the testimony of witnesses

**Documentary evidence:** a writing which is relevant to the case, for example, a letter written to the PHA. Writings include all forms of recorded communication or representation, including letters, words, pictures, sounds, videotapes or symbols or combinations thereof.

**Demonstrative evidence:** Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

**Real evidence:** A tangible item relating directly to the case.

*Hearsay Evidence* is evidence based not on a witness' personal knowledge. In and of itself, hearsay evidence carries no weight when making a finding of fact. The hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence. Even though hearsay evidence is generally admissible in a hearing, the hearing officer will not base a hearing decision on hearsay alone unless there is clear probative value and credibility of the evidence, and the party seeking the change has met the burden of proof.

If either the PHA (or the family, if required in a remote hearing) fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

## ***Procedures for Rehearing or Further Hearing***

### SNRHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.



## ***Hearing Officer's Decision [24 CFR 982.555(e)(6)]***

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing.

### SNRHA Policy

In rendering a decision, the hearing officer will consider the following matters:

**PHA Notice to the Family:** The hearing officer will determine if the reasons for the PHA's decision are factually stated in the Notice.

**Discovery:** The hearing officer will determine if the PHA and the family were given the opportunity to examine any relevant documents in accordance with SNRHA Policy.

**PHA Evidence to Support the PHA Decision:** The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.

**Validity of Grounds for Termination of Assistance (when applicable):** The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than 10 business days after the hearing. The report will contain the following information:

#### **Hearing information:**

Name of the participant;

Date, time and place of the hearing;

Name of the hearing officer;

Name of the PHA representative; and

Name of family representative (if any).

**Background:** A brief, impartial statement of the reason for the hearing.

**Summary of the Evidence:** The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of their testimony and that are admitted into evidence.

**Findings of Fact:** The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

**Conclusions:** The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the PHA's decision.

**Order:** The hearing report will include a statement of whether the PHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the PHA to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct the PHA to restore the participant's program status.

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***Issuance of Decision [24 CFR 982.555(e)(6)]***

A copy of the hearing must be furnished promptly to the family.

SNRHA Policy

The hearing officer will mail a “Notice of Hearing Decision” to the PHA and to the participant on the same day. This notice will be sent by first-class mail. The participant will be mailed the original “Notice of Hearing Decision” and a copy of the proof of mailing. A copy of the “Notice of Hearing Decision” will be maintained in the PHA’s file.

***Effect of Final Decision [24 CFR 982.555(f)]***

The PHA is not bound by the decision of the hearing officer for matters in which the PHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to federal, state, or local laws.

If the PHA determines it is not bound by the hearing officer’s decision in accordance with HUD regulations, the PHA must promptly notify the family of the determination and the reason for the determination.

SNRHA Policy

The Executive Director has the authority to determine that the PHA is not bound by the decision of the hearing officer because the PHA was not required to provide a hearing, the decision exceeded the authority of the hearing officer, the decision conflicted with or contradicted HUD regulations, requirements, or the decision was otherwise contrary to federal, state, or local laws.

In such a case, the PHA will mail a “Notice of Final Decision” to the PHA and the participant on the same day. The “Notice of Final Decision” will be sent by first-class mail. A copy of this notice will be maintained in the PHA’s file.

## ***Evidence***

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

### **SNRHA Policy**

The SNRHA will provide documents requested by the family electronically at no cost.

Prior to the hearing, the grievant shall be afforded the opportunity to review all related documentary evidence maintained by management and allowed to copy any documents in their file at a cost of \$1.00 per page after the first twenty-five (25) pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/tenant.

Requests for electronic or paper copies of documents must be submitted in writing and SNRHA will have four days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payment must be by money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable. Evidence not made available to the Grievant, upon request, may not be used at the time of the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.

## ***Representation and Interpretive Services***

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to request an interpreter. Upon request, the PHA will provide competent interpretation services, free of charge.

## ***Recording of the Hearing***

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to provide a transcript of the hearing.

### **SNRHA Policy**

The PHA will not provide a transcript of an audio taped hearing.

## **Family Debts to the PHA**

Families are required to reimburse the PHA if they were charged less rent than required because the family either underreported or failed to report income. PHAs are required to determine retroactive rent amounts as far back as the PHA has documentation of family unreported income [Notice PIH 2018-18].

### SNRHA Policy

Any amount owed to the PHA by an HCV family must be repaid by the family. If the family is unable to repay the debt within 30 days, the PHA will offer to enter into a repayment agreement in accordance with the policies below.

## **Refusal to Enter into an Agreement**

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA must terminate assistance [Notice PIH 2018-18].

### SNRHA Policy

When a family refuses to repay monies owed to the PHA, in addition to termination of program assistance, the PHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil lawsuit
- State income tax set-off program

## **Repayment Agreement [24 CFR 792.103]**

The term *repayment agreement* refers to a formal written document signed by a tenant or owner and provided to the PHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

## **General Repayment Agreement Guidelines for Families**

### ***Down Payment Requirement***

#### SNRHA Policy

Before executing a repayment agreement with a family, the PHA will be required to pay a \$25 down payment for amounts owed of \$100 or less and 25% of total amount due for amounts owed of \$101 or more.

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## **PART VII: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ELEVATED BLOOD LEAD LEVEL**

### **16-VII.A. OVERVIEW**

The PHA has certain responsibilities relative to children with elevated blood lead levels that are receiving HCV assistance. The notification, verification, and hazard reduction requirements are discussed in Chapter 8. This part deals with the reporting requirements, and data collection and record keeping responsibilities that the PHA is subject to.

### **16-VII.B. REPORTING REQUIREMENT [24 CFR 35.1225(e); Notice PIH 2017-13]**

The owner must report the name and address of a child identified as having an elevated blood lead level to the public health department within five business days of being so notified by any other medical health care professional. The owner must also notify the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH) of the child's address within five business days. The PHA may collaborate with the owner on the notification process, such as by agreeing with the owner to provide the required notifications on the owner's behalf.

#### SNRHA Policy

Upon notification by the owner, the PHA will provide the public health department written notice of the name and address of any child identified as having an elevated blood lead level within five business days.

Upon notification by the owner, the PHA will notify the HUD field office and the HUD Office of Lead Hazard Control and Healthy Homes (OLHCHH) of the child's address within five business days.

### **16-VII.C. DATA COLLECTION AND RECORD KEEPING [24 CFR 35.1225(f)]**

At least quarterly, the PHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an elevated blood lead level.

If the PHA obtains names and addresses of elevated blood lead level children from the public health department(s), the PHA must match this information with the names and addresses of families receiving HCV assistance, unless the public health department performs such a procedure. If a match occurs, the PHA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.

At least quarterly, the PHA must also report an updated list of the addresses of units receiving assistance under the HCV program to the same public health department(s), unless the public health department(s) states that it does not wish to receive such a report.

#### SNRHA Policy

The public health department(s) has stated they **do not** wish to receive a report of an updated list of the addresses of units receiving assistance under the HCV program, on a quarterly basis. Therefore, the PHA is not providing such a report.

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## **PART VIII: DETERMINATION OF INSUFFICIENT FUNDING**

### **16-VIII.A. OVERVIEW**

The HCV regulations allow PHAs to deny families permission to move and to terminate Housing Assistance Payments (HAP) contracts if funding under the consolidated ACC is insufficient to support continued assistance [24 CFR 982.354(e)(1) and 982.454]. If a PHA denies a family a portability move based on insufficient funding, the PHA is required to notify the local HUD office within 10 business days [24 CFR 982.354]. Insufficient funding may also impact the PHA's ability to issue vouchers to families on the waiting list. This part discusses the methodology the PHA will use to determine whether or not the PHA has sufficient funding to issue vouchers, approve moves, and to continue subsidizing all families currently under a HAP contract.

### **16-VIII.B. METHODOLOGY**

#### SNRHA Policy

The PHA will determine whether there is adequate funding to issue vouchers, approve moves to higher cost units and areas, and continue subsidizing all current participants by comparing the PHA's annual budget authority to the annual total HAP needs on a monthly basis. The total HAP needs for the calendar year will be projected by establishing the actual HAP costs year to date. To that figure, the PHA will add anticipated HAP expenditures for the remainder of the calendar year. Projected HAP expenditures will be calculated by multiplying the projected number of units leased per remaining months by the most current month's average HAP. The projected number of units leased per month will take into account the average monthly turnover of participant families. If the total annual HAP needs equal or exceed the annual budget authority and funding reserves, or if the PHA cannot support the cost of the proposed subsidy commitment (voucher issuance or move) based on the funding analysis, the PHA will be considered to have insufficient funding.

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## PART IX: VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, CONFIDENTIALITY

### 16-IX.A. OVERVIEW

The Violence against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking who are applying for or receiving assistance under the housing choice voucher (HCV) program. If your state or local laws provide greater protection for such victims, those laws apply in conjunction with VAWA.

- Although the VAWA 2022 statute does not specifically include human trafficking in the list of victims protected under VAWA, in 2022 HUD began including human trafficking as part of the list of victims protected under VAWA (as seen in Notices PIH 2022-06, PIH 2022-22, and PIH 2022-24). In the absence of a final rule implementing VAWA 2022 and to mirror HUD's recent usage, this policy includes human trafficking in addition to domestic violence, dating violence, sexual assault, and stalking anywhere such a list appears.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and PHA policies in three areas: notification, documentation, and confidentiality. Specific VAWA requirements and PHA policies are located primarily in the following sections: 3-I.C, "Family Breakup and Remaining Member of Tenant Family"; 3-III.G, "Prohibition against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Stalking and Human Trafficking"; 10-I.A, "Allowable Moves"; 10-I.B, "Restrictions on Moves"; 12-II.E, "Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking"; and 12-II.F, "Termination Notice."

### 16-IX.B. DEFINITIONS [24 CFR 5.2003, 42 USC 13925]

As used in VAWA:

- The term *affiliated individual* means, with respect to a person:
  - A spouse, parent, brother or sister, or child of that individual, or an individual to whom that individual stands in the position or place of a parent; or
  - Any other individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault, or stalking.
- The term *bifurcate* means, with respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - The length of the relationship
  - The type of relationship
  - The frequency of interaction between the persons involved in the relationship

- The term *domestic violence* includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:
  - The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim
  - A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner
  - A person with whom the victim shares a child in common
  - A person who commits acts against a youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction
- The term *economic abuse* means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, and manipulation to:
  - Restrict a person's access to money, assets, credit, or financial information
  - Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage
  - Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty
- The term *sexual assault* means:
  - Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent
- The term *stalking* means:
  - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for their safety or the safety of others or suffer substantial emotional distress.

- The term *technological abuse* means an act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:
  - Internet enabled devices
  - Online spaces and platforms
  - Computers
  - Mobile devices
  - Cameras and imaging programs
  - Apps
  - Location tracking devices
  - Communication technologies
  - Any other emergency technologies

#### **16-IX.C. NOTIFICATION [24 CFR 5.2005(a)]**

##### **Notification to Public**

The PHA adopts the following policy to help ensure that all actual and potential beneficiaries of its HCV program are aware of their rights under VAWA.

##### SNRHA Policy

The PHA will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

A copy of the notice of occupancy rights under VAWA to housing choice voucher program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 16-1)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 16-2)

A copy of the PHA's emergency transfer plan (Exhibit 16-3)

A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 16-1 and 16-2)

Contact information for local victim advocacy groups or service providers

## **Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1)]**

PHAs are required to inform program applicants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

### SNRHA Policy

The PHA will provide all applicants with information about VAWA at the time they request an application for housing assistance, as part of the written briefing packet, and at the time the family is admitted to the program. The PHA will also include information about VAWA in all notices of denial of assistance (see section 3-III.G).

The PHA will provide all participants with information about VAWA at the time of admission (see section 5-I.B) and at annual reexamination. The PHA will also include information about VAWA in notices of termination of assistance, as provided in section 12-II.F.

The VAWA information provided to applicants and participants will consist of the notices in Exhibits 16-1 and 16-2.

The PHA is not limited to providing VAWA information at the times specified in the above policy. If the PHA decides to provide VAWA information to a participant following an incident of domestic violence, Notice PIH 2017-08 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the PHA make alternative delivery arrangements that will not put the victim at risk.

### SNRHA Policy

Whenever the PHA has reason to suspect that providing information about VAWA to a participant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim or by having the victim come to an office or other space that may be safer for the individual, making reasonable accommodations as necessary. For example, the PHA may decide not to send mail regarding VAWA protections to the victim's unit if the PHA believes the perpetrator may have access to the victim's mail, unless requested by the victim.

When discussing VAWA with the victim, the PHA will take reasonable precautions to ensure that no one can overhear the conversation, such as having conversations in a private room.

The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

## **Notification to Owners and Managers**

While PHAs are no longer required by regulation to notify owners and managers participating in the HCV program of their rights and obligations under VAWA, the PHA may still choose to inform them.

### SNRHA Policy

The PHA will provide owners and managers with information about their rights and obligations under VAWA when they begin their participation in the program and at least annually thereafter.

The VAWA information provided to owners will consist of the notice in Exhibit 16-5 and a copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, and Stalking and Alternate Documentation.

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## 16-IX.D. DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, human trafficking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA’s request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim.
- (2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record
- (3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, stalking, human trafficking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person’s belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under “Conflicting Documentation,” nor may it require certification in addition to third-party documentation [FR Notice 11/16/16].

### SNRHA Policy

Any request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

The PHA may, in its discretion, extend the deadline for 10 business days. In determining whether to extend the deadline, the PHA will consider factors that may contribute to the victim’s inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim’s need to address health or safety issues. Any extension granted by the PHA will be in writing.

Once the victim provides documentation, the PHA will acknowledge receipt of the documentation within 10 business days.



### **Conflicting Documentation [24 CFR 5.2007(e)]**

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). The PHA may also request third-party documentation when submitted documentation contains information that conflicts with existing information already available to the PHA. Individuals have 30 calendar days to return third-party verification to the PHA. If the PHA does not receive third-party documentation, and the PHA will deny or terminate assistance as a result, the PHA must hold separate hearings for the tenants [Notice PIH 2017-08].

The PHA must honor any court orders issued to protect the victim or to address the distribution of property.

#### SNRHA Policy

If presented with conflicting certification documents from members of the same household, the PHA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made.

When requesting third-party documents, the PHA will provide contact information for local domestic violence and legal aid offices. In such cases, applicants or tenants will be given 30 calendar days from the date of the request to provide such documentation.

If the PHA does not receive third-party documentation within the required timeframe (and any extensions) the PHA will deny VAWA protections and will notify the applicant or tenant in writing of the denial. If, as a result, the applicant or tenant is denied or terminated from the program, the PHA will hold separate hearings for the applicants or tenants.

### **Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]**

The PHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b). HUD recommends documentation in a confidential manner when a verbal statement or other evidence is accepted.

#### SNRHA Policy

If the PHA accepts an individual's statement or other corroborating evidence (as determined by the victim) of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA will document acceptance of the statement or evidence in the individual's file.

### **Failure to Provide Documentation [24 CFR 5.2007(c)]**

In order to deny relief for protection under VAWA, a PHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as the PHA may allow, the PHA may deny relief for protection under VAWA.

### **16-IX.E. CONFIDENTIALITY [24 CFR 5.2007(b)(4)]**

All information provided to the PHA regarding domestic violence, dating violence, sexual assault, stalking, and human trafficking, including the fact that an individual is a victim, must be retained in confidence. This means that the PHA (1) may not enter the information into any shared database, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceeding, or (c) otherwise required by applicable law.

#### SNRHA Policy

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the PHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

**EXHIBIT 16-1: SAMPLE NOTICE OF OCCUPANCY RIGHTS UNDER THE  
VIOLENCE AGAINST WOMEN ACT, FORM HUD-5380**

**Southern Nevada Regional Housing Authority (SNRHA) Notice of Occupancy Rights  
under the Violence Against Women Act<sup>1</sup>**

**To all Tenants and Applicants**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The U.S. Department of Housing and Urban Development (HUD) is the federal agency that oversees that the housing choice voucher program is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

**Protections for Applicants**

If you otherwise qualify for assistance under the housing choice voucher program, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

**Protections for Tenants**

If you are receiving assistance under the housing choice voucher program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under the housing choice voucher program solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

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<sup>1</sup> Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

## **Removing the Abuser or Perpetrator from the Household**

The PHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If the PHA chooses to remove the abuser or perpetrator, the PHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, the PHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, the PHA must follow federal, state, and local eviction procedures. In order to divide a lease, the PHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

## **Moving to Another Unit**

Upon your request, the PHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, the PHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- 1. You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- 2. You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- 3. You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

The PHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

The PHA's emergency transfer plan provides further information on emergency transfers, and the PHA must make a copy of its emergency transfer plan available to you if you ask to see it.

### **Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking**

The PHA can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from the PHA must be in writing, and the PHA must give you at least 14 business days (Saturdays, Sundays, and federal holidays do not count) from the day you receive the request to provide the documentation. The PHA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to the PHA as documentation. It is your choice which of the following to submit if the PHA asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by the PHA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that they believe that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that the PHA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, the PHA does not have to provide you with the protections contained in this notice.

If the PHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the PHA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, the PHA does not have to provide you with the protections contained in this notice.

## **Confidentiality**

The PHA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

The PHA must not allow any individual administering assistance or other services on behalf of the PHA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

The PHA must not enter your information into any shared database or disclose your information to any other entity or individual. The PHA, however, may disclose the information provided if:

- You give written permission to the PHA to release the information on a time limited basis.
- The PHA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires the PHA or your landlord to release the information.

VAWA does not limit the PHA's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

## **Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated**

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, the PHA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if the PHA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If the PHA can demonstrate the above, the PHA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

## **Other Laws**

VAWA does not replace any federal, state, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

### **Non-Compliance with The Requirements of This Notice**

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **Ebony Bell**, [compliance@sivrha.org](mailto:compliance@sivrha.org) or

Office of Fair Housing and Equal Opportunity  
U.S. Department of Housing and Urban Development  
One Sansome Street, Suite 1200  
San Francisco, CA 94104-4430  
Tel: (415) 489-6549  
Cell: (202) 718-3656

[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint)

### **For Additional Information**

You may view a copy of HUD's final VAWA rule at: <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

Additionally, the PHA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **Ebony Bell**, [compliance@sivrha.org](mailto:compliance@sivrha.org).

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact:

**Safe Nest (Administrative Offices) (Provides Temporary assistance for domestic crisis.)**

**2915 W. Charleston Blvd.,**

**Las Vegas, NV 89102**

**(702) 877-0133**

### **Hotlines:**

**Safe Nest (Domestic Violence Hotline)**

**(702) 646-4981**

**S.A.F.E. House Domestic Violence**

**(702) 564-3227 – Hotline**

**Clark County Child Abuse/Neglect Hotline**

**(702) 399-0081**

**Shelters:**

**Catholic Charities**

**1501 N. Las Vegas Blvd.**

**Las Vegas, NV 89101**

**(702) 382-0721**

**Rescue Mission**

**480 W. Bonanza**

**Las Vegas, NV 89106**

**(702) 382-1766**

**Shade Tree (Women, Children, & pets only)**

**1 W. Owens**

**North Las Vegas, NV 89030**

**(702) 385-0072**

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/>.

**Attachment:** Certification form HUD-5382



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**EXHIBIT 16-2: CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING AND ALTERNATE DOCUMENTATION,  
FORM HUD-5382**

**CERTIFICATION OF  
DOMESTIC VIOLENCE,  
DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING,  
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

**Use of This Optional Form:** If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

**Submission of Documentation:** The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,  
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: \_\_\_\_\_

2. Name of victim: \_\_\_\_\_

3. Your name (if different from victim's): \_\_\_\_\_

4. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_

5. Residence of victim: \_\_\_\_\_

6. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

7. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

8. Date(s) and times(s) of incident(s) (if known): \_\_\_\_\_

10. Location of incident(s): \_\_\_\_\_

In your own words, briefly describe the incident(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

**Public Reporting Burden:** The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

**EXHIBIT 16-3: EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING (HCV VERSION)**

Attachment: Certification form HUD-5382

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

**Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking  
Housing Choice Voucher Program**

**Emergency Transfers**

The PHA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>3</sup> the PHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>4</sup> The ability of the PHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the PHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that oversees that the **public housing and housing choice voucher (HCV) programs** are in compliance with VAWA.

**Eligibility for Emergency Transfers**

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

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<sup>3</sup>Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>4</sup>Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify the PHA's management office and submit a written request for a transfer to **any PHA office**. The PHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the PHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **Confidentiality**

The PHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the PHA written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person or persons that committed an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for All Tenants for more information about the PHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

The PHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The PHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The PHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the PHA has no safe and available units for which a tenant who needs an emergency transfer is eligible, the PHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the PHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

## **Emergency Transfers: Housing Choice Voucher (HCV) Program**

Tenant-based assistance: If you are a participant in the tenant-based HCV program and request an emergency transfer as described in this plan, the PHA will assist you to move to a safe unit quickly using your existing voucher assistance. The PHA will make exceptions to program regulations restricting moves as required.

At your request, the PHA will refer you to organizations that may be able to further assist you.

Project-based assistance: If you are assisted under the project-based voucher (PBV) program, you may request an emergency transfer under the following programs for which you are not required to apply:

- Tenant-based voucher, if available
- Project-based assistance in the same project (if a vacant unit is available and you determine that the vacant unit is safe)
- Project-based assistance in another development owned by the PHA

Emergency transfers under VAWA will take priority over waiting list admissions for these types of assistance.

You may also request an emergency transfer under the following programs for which you are required to apply:

- Public housing program
- PBV assistance in another development not owned by the PHA

Emergency transfers will not take priority over waiting list admissions for these programs. At your request, the PHA will refer you to organizations that may be able to further assist you.

## **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse, and Incest National Network's National Sexual Assault Hotline at 1-800-656-HOPE, or visit the online hotline at: <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at: <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**Attachment:** Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

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**EXHIBIT 16-4: EMERGENCY TRANSFER REQUEST FOR CERTAIN VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, FORM HUD-5383**

**EMERGENCY TRANSFER  
REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

**U.S. Department of Housing  
and Urban Development**

OMB Approval No. 2577-0286  
Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.**

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

**(2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.



**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

1. Name of victim requesting an emergency transfer: \_\_\_\_\_

2. Your name (if different from victim's) \_\_\_\_\_

3. Name(s) of other family member(s) listed on the lease: \_\_\_\_\_  
\_\_\_\_\_

4. Name(s) of other family member(s) who would transfer with the victim: \_\_\_\_\_  
\_\_\_\_\_

5. Address of location from which the victim seeks to transfer: \_\_\_\_\_

6. Address or phone number for contacting the victim: \_\_\_\_\_

7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of incident(s): \_\_\_\_\_  
\_\_\_\_\_

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.  
\_\_\_\_\_  
\_\_\_\_\_

12. If voluntarily provided, list any third-party documentation you are providing along with this notice: \_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

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## EXHIBIT 16-5: MODEL OWNER NOTIFICATION OF RIGHTS AND OBLIGATIONS

### Southern Nevada Regional Housing Authority (SNRHA) NOTIFICATION OF YOUR RIGHTS AND OBLIGATIONS UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)

VAWA provides protections for Section 8 Housing Choice Voucher (HCV) and PBV applicants, tenants, and participants from being denied assistance on the basis or as a direct result of being a victim of domestic violence, dating violence, sexual assault, stalking and human trafficking.

#### **Purpose**

Many of VAWA's protections to victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking involve action by the public housing agency (PHA), but some situations involve action by owners of assisted housing. The purpose of this notice (herein called "Notice") is to explain your rights and obligations under VAWA, as an owner of housing assisted through [insert name of housing provider] HCV program. Each component of this Notice also provides citations to HUD's applicable regulations.

#### **Denial of Tenancy**

*Protections for applicants:* Owners cannot deny tenancy based on the applicant having been or currently being a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking. However, the applicant must be otherwise eligible for tenancy. (See 24 Code of Federal Regulations (CFR) 982.452(b)(1).)

#### **Eviction**

*Protections for HCV participants:* Incidents or threats of domestic violence, dating violence, sexual assault, stalking, or human trafficking will not be considered a serious or repeated lease violation by the victim, or good cause to terminate the tenancy of the victim (see 24 CFR 5.2005(c)). Protection also applies to criminal activity related directly to domestic violence, dating violence, sexual assault, stalking, or human trafficking, conducted by a member of a tenant's household or any guest or other person under the tenant's control, if the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, stalking, or human trafficking (24 CFR 5.2005(b)(2)).

#### *Limitations of VAWA protections:*

- a. Nothing in VAWA limits the authority of an owner, when notified of a court order, to comply with a court order with respect to (24 CFR 5.2005(d)(1)):
  - 1) The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking; or
  - 2) The distribution or possession of property among members of a household in a case.
- b. Nothing in VAWA limits an owner from evicting a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking for a lease violation that is not premised on an act of domestic violence, dating violence, sexual assault, stalking, or human trafficking, as long as the owner does not subject the victim to more demanding standards than other tenants when deciding whether to evict. (See 24 CFR 5.2005(d)(2).)

c. Nothing in VAWA limits an owner from evicting a tenant (including the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking) if the owner can demonstrate an actual and imminent threat to other tenants or those employed at or providing services to the HCV property would be present if the tenant or lawful occupant is not evicted. (See 24 CFR 5.2005(d)(3).)

i. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the following standards: An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. (See 24 CFR 5.2003.)

ii. Any eviction due to “actual and imminent threat” should be utilized by an owner only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to, transferring the victim to a different unit, barring the perpetrator from the property, contacting law enforcement to increase police presence or develop other plans to keep the property safe, or seeking other legal remedies to prevent the perpetrator from acting on a threat. Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents. (See 24 CFR 5.2005(d)(4).)

### **Documentation of Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking**

If an applicant or tenant requests VAWA protection based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the owner has the option to request that the victim document or provide written evidence to demonstrate that the violence occurred. However, nothing in HUD’s regulation requires a covered housing provider to request this documentation. (See 24 CFR 5.2007(b)(3).)

If the owner chooses to request this documentation, the owner must make such request in writing. The individual may satisfy this request by providing any one document type listed under 24 CFR 5.2007(b)(1):

- a. Form HUD-55383 (Self-Certification Form); or
- b. A document: 1) Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, stalking, or human trafficking, or the effects of abuse:
  - 2) Signed by the applicant or tenant; and
  - 3) That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, stalking, or human trafficking that is the ground for protection and remedies under 24 CFR part 5, subpart L, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, stalking, or human trafficking under 24 CFR 5.2003; or
- c. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- d. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

## Chapter 17

### PROJECT-BASED VOUCHERS

#### INTRODUCTION

This chapter describes HUD regulations and PHA policies related to the project-based voucher (PBV) program in nine parts:

Part I: General Requirements. This part describes general provisions of the PBV program including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Owner Proposals. This part includes policies related to the submission and selection of owner proposals for PBV assistance. It describes the factors the PHA will consider when selecting proposals, the type of housing that is eligible to receive PBV assistance, the cap on assistance at projects receiving PBV assistance, subsidy layering requirements, site selection standards, and environmental review requirements.

Part III: Dwelling Units. This part describes requirements related to NSPIRE standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Rehabilitated and Newly Constructed Units. This part describes requirements and policies related to the development and completion of rehabilitated and newly constructed housing units that will be receiving PBV assistance.

Part V: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution, term, and termination of the HAP contract. In addition, it describes how the HAP contract may be amended and identifies provisions that may be added to the HAP contract at the PHA's discretion.

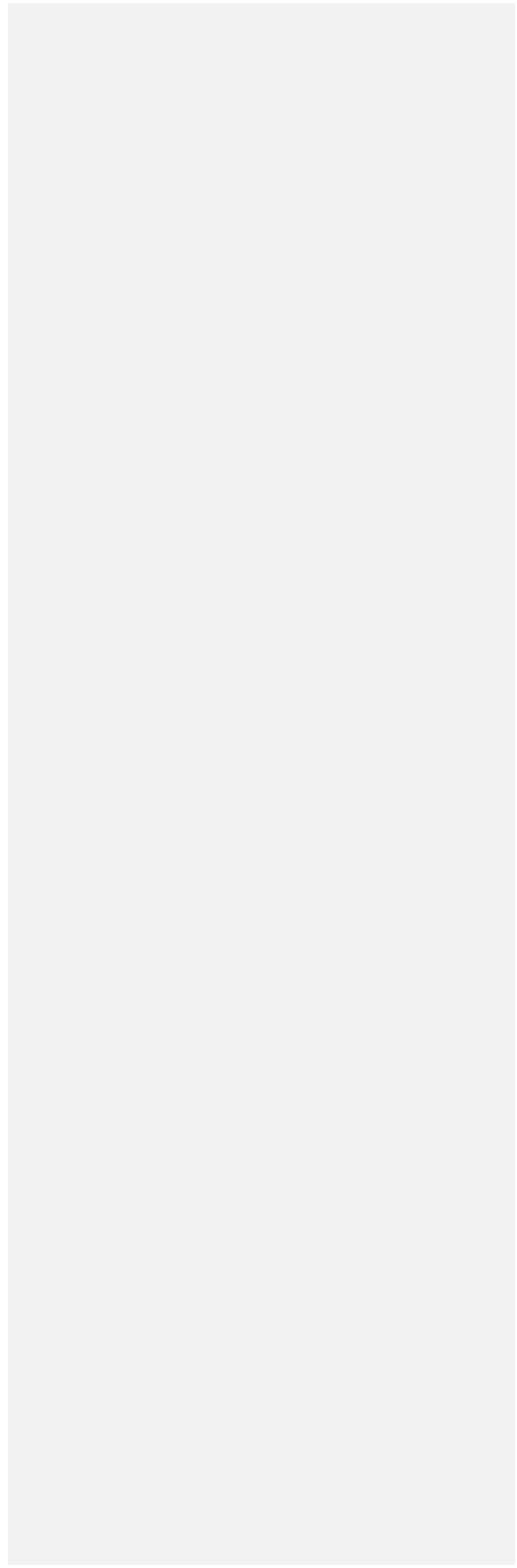
Part VI: Selection of PBV Program Participants. This part describes the requirements and policies governing how the PHA and the owner will select a family to receive PBV assistance.

Part VII: Occupancy. This part discusses occupancy requirements related to the lease and describes under what conditions families are allowed or required to move. In addition, exceptions to the occupancy cap (which limits PBV assistance to 25 percent of the units in any project) are also discussed.

Part VIII: Determining Rent to Owner. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract. Rent reasonableness requirements are also discussed.

Part IX: Payments to Owner. This part describes the types of payments owners may receive under this program.

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## PART I: GENERAL REQUIREMENTS

### 17-I.A. OVERVIEW [24 CFR 983.5; FR Notice 1/18/17; Notice PIH 2017-21]

The project-based voucher (PBV) program allows PHAs that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its authorized units and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. PHAs may only operate a PBV program if doing so is consistent with the PHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

#### SNRHA Policy

The PHA will operate a project-based voucher program using up to 20 percent of its authorized units for project-based assistance. The PHA may project-base up to an additional 10 percent of its authorized units, up to 30 percent, in accordance with HUD regulations and requirements.

See Exhibit 17-1 for information on projects to which the PHA has attached PBV assistance.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into HAP Contract (Agreement) or a HAP contract, the PHA is not required to reduce the number of these units if the number of authorized units is subsequently reduced. However, the PHA is responsible for determining the amount of budget authority that is available for project-based vouchers and ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC, regardless of whether the PHA has vouchers available for project-basing [FR Notice 1/18/17].

### **Additional Project-Based Units [FR Notice 1/18/17; Notice PIH 2017-21; FR Notice 1/24/22]**

The PHA may project-base an additional 10 percent of its units above the 20 percent program limit. The units may be distributed among one, all, or a combination of the categories as long as the total number of units does not exceed the 10 percent cap.

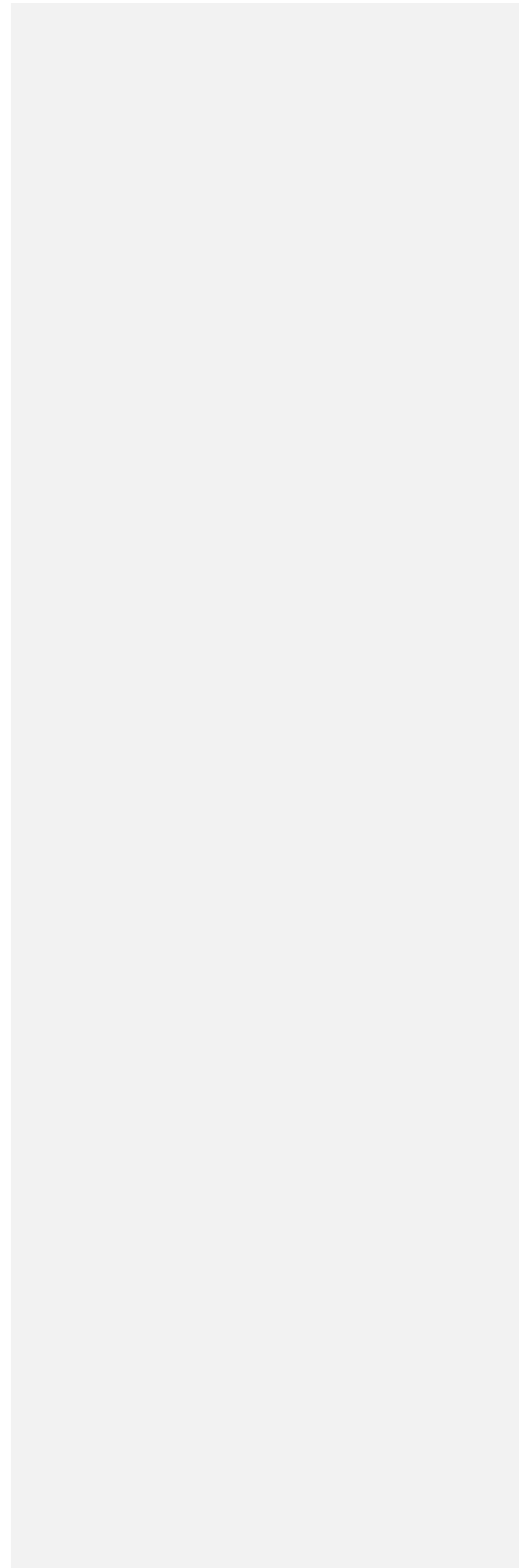
For units under a HAP contract that was first executed on or after April 18, 2017, units qualify under this exception if the units:

- Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302) and contained in the Continuum of Care Interim Rule at 24 CFR 578.3.
- Are specifically made available to house families that are comprised of or include a veteran.
  - *Veteran* means an individual who has served in the United States Armed Forces.
- Provide supportive housing to persons with disabilities or elderly persons as defined in 24 CFR 5.403.



- Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates.

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PBV units that house eligible youth receiving FUPY/FYI assistance are also covered by this 10 percent exception authority if the units are under a HAP contract that became effective after December 27, 2020, and if the unit is occupied by an eligible youth receiving FUPY/FYI assistance. FYI TPVs that were awarded under Notice PIH 2019-20 are not part of this exception since PHAs are prohibited from project-basing FYI TPVs. Units added after December 27, 2020, through an amendment of a HAP contract that became effective after December 27, 2020, are eligible for this 10 percent exception authority. In contrast, units added after December 27, 2020, through an amendment of a HAP contract that became effective on or prior to December 27, 2020, are not eligible for this 10 percent exception authority [FR Notice 1/24/22]. See Chapter 19 for policies specific to project-basing FUPY vouchers.

SNRHA Policy

The PHA may project-base up to an additional 10 percent of its authorized units, up to 30 percent, in accordance with HUD regulations and requirements.

**Units Not Subject to the PBV Program Limitation [FR Notice 1/18/17]**

PBV units under the RAD program and HUD-VASH PBV set-aside vouchers do not count toward the 20 percent limitation when PBV assistance is attached to them.

In addition, units that were previously subject to certain federal rent restrictions or were receiving another type of long-term housing subsidy provided by HUD are not subject to the cap. The unit must be covered under a PBV HAP contract that first became effective on or after April 18, 2017.

SNRHA Policy

The PHA may project-base units not subject to the 20 percent cap in accordance with HUD regulations and requirements.

**17-I.B. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE  
[24 CFR 983.2]**

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

SNRHA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

**17-I.C. RELOCATION REQUIREMENTS [24 CFR 983.7]**

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

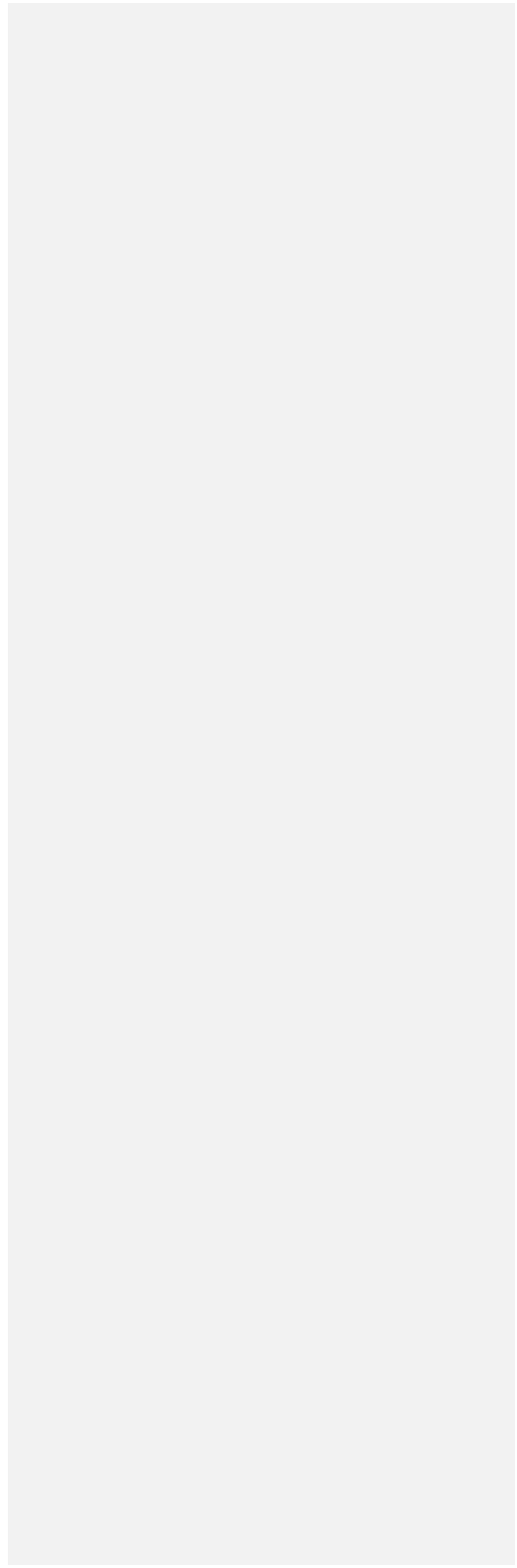
The cost of required relocation assistance may be paid with funds provided by the owner, local public funds, or funds available from other sources. PHAs may not use voucher program funds to cover relocation costs, except that PHAs may use their administrative fee reserve to pay for relocation expenses after all other program administrative expenses are satisfied, and provided that payment of the relocation benefits is consistent with state and local law. Use of the administrative fee for these purposes must also be consistent with other legal and regulatory requirements, including the requirement in 24 CFR 982.155 and other official HUD issuances.

The acquisition of real property for a PBV project is subject to the URA and 49 CFR part 24, subpart B. It is the responsibility of the PHA to ensure the owner complies with these requirements.

**17-I.D. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8]**

The PHA must comply with all equal opportunity requirements under federal law and regulations in its implementation of the PBV program. This includes the requirements and authorities cited at 24 CFR 5.105(a). In addition, the PHA must comply with the PHA Plan certification on civil rights and affirmatively furthering fair housing, submitted in accordance with 24 CFR 903.7(o).

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## PART II: PBV OWNER PROPOSALS

### 17-II.A. OVERVIEW

With certain exceptions, the PHA must describe the procedures for owner submission of PBV proposals and for PHA selection of PBV proposals [24 CFR 983.51]. Before selecting a PBV proposal, the PHA must determine that the PBV proposal complies with HUD program regulations and requirements, including a determination that the property is eligible housing [24 CFR 983.53 and 983.54], complies with the cap on the number of PBV units per project [24 CFR 983.56], and meets the site selection standards [24 CFR 983.57]. The PHA may not commit PBVs until or unless it has followed the proposal selection requirements defined in 24 CFR 983.51 [Notice PIH 2011-54].

### 17-II.B. OWNER PROPOSAL SELECTION PROCEDURES [24 CFR 983.51(b)]

The PHA must select PBV proposals in accordance with the selection procedures in the PHA administrative plan. The PHA must select PBV proposals by either of the following two methods.

- PHA request for PBV Proposals. The PHA may solicit proposals by using a request for proposals to select proposals on a competitive basis in response to the PHA request. The PHA may not limit proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites.
- The PHA may select proposal that were previously selected based on a competition. This may include selection of a proposal for housing assisted under a federal, state, or local government housing assistance program that was subject to a competition in accordance with the requirements of the applicable program, community development program, or supportive services program that requires competitive selection of proposals (e.g., HOME, and units for which competitively awarded LIHTCs have been provided), where the proposal has been selected in accordance with such program's competitive selection requirements within three years of the PBV proposal selection date, and the earlier competitive selection proposal did not involve any consideration that the project would receive PBV assistance. The PHA need not conduct another competition.

### Units Selected Non-Competitively [FR Notice 1/18/17; Notice PIH 2017-21; 24 CFR 983.51(b)]

For certain public housing projects where the PHA has an ownership interest or control, the PHA may attach PBV assistance non-competitively without following one of the two processes above.

This exception applies when the PHA is engaged in an initiative to improve, develop, or replace a public housing property or site. The public housing units may either currently be in the public housing inventory or may have been removed from the public housing inventory within five years of the date on which the PHA entered into the AHAP or HAP.

If the PHA is planning rehabilitation or new construction on the project, a minimum threshold of \$25,000 per unit in hard costs must be expended.

If the PHA plans to replace public housing by attaching PBV assistance to existing housing in which the PHA has an ownership interest or control, then the \$25,000 per unit minimum threshold does not apply as long as the existing housing substantially complies with NSPIRE standards.

The PHA must include in the administrative plan what work it plans to do on the property or site and how many PBV units will be added to the site.

#### SNRHA Policy

The PHA intends to project base units noncompetitively in order to replace public housing units in a project in which the PHA has an ownership interest or control at the following developments:

**Old Rose Gardens Vacant Parcel – Minimum of 120 Senior Apartment Units**  
**Marion Bennet Phase II Vacant Parcel – Minimum 46 Senior Apartment Units**  
**28<sup>th</sup> & Sunrise Vacant Parcel – Minimum 60 Family Apartments**  
**Duncan & Edwards Vacant Parcel – Minimum 60 Family Apartments**

**The units listed above will be newly constructed using Faircloth-to-RAD and a minimum threshold of \$25,000 in hard costs per unit will be spent as these units will be newly constructed.**

These developments meet the requirements under HOTMA to be selected select units non-competitively.

The PHA will detail the work it plans to do on the public housing property or site as well as how many units it plans to project-base at the property or site through the annual and/or five-year plan process.

The PHA will ensure that units are eligible for PBV assistance and meet all statutory and regulatory requirements for the PBV program. The existing housing will substantially comply with HQS/NSPIRE, which the PHA defines as units with no life-threatening violations that will pass HQS/NSPIRE the earlier of **twelve (12)** months of PBV HAP contract execution or at the end of the construction period.

The following policies in this chapter on solicitation and selection of owner proposals do not apply to units selected under this option.

The PHA will not attach PBVs to projects owned by the PHA as described above.

#### **Solicitation and Selection of PBV Proposals [24 CFR 983.51(c)]**

PHA procedures for selecting PBV proposals must be designed and actually operated to provide broad public notice of the opportunity to offer PBV proposals for consideration by the PHA. The public notice procedures may include publication of the public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice. The public notice of the PHA request for PBV proposals must specify the submission deadline. Detailed application and selection information must be provided at the request of interested parties.

#### SNRHA Policy

PHA Request for Proposals for Rehabilitated and Newly Constructed Units

The PHA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the following newspapers and trade journals.

The PHA will advertise its request for proposals (RFP) for rehabilitated and newly constructed housing in the following newspapers and trade journals.

Las Vegas Review Journal/Sun  
El Mundo  
Las Vegas Asian Journal  
Asian American Times  
El Tiempo

The advertisement will state the number of vouchers available to be project-based, the type of units that will be considered, the submission deadline, and will note how to obtain the full RFP with information on the application and selection process. Advertisements will also contain a statement that participation in the PBV program requires compliance with Fair Housing and Equal Opportunity (FHEO) requirements.

In addition, the PHA will post the RFP and proposal submission and rating and ranking procedures on its website.

The PHA will publish its advertisement in the newspapers and trade journals mentioned above for at least one day per week for three consecutive weeks. The advertisement will specify the number of units the PHA estimates that it will be able to assist under the funding the PHA is making available. Proposals will be due in the PHA office by close of business 30 calendar days from the date of the last publication.

In order for the proposal to be considered, the owner must submit the proposal to the PHA by the published deadline date, and the proposal must respond to all requirements as outlined in the RFP. Incomplete proposals will not be reviewed.

The PHA will rate and rank proposals for rehabilitated and newly constructed housing using the following criteria:

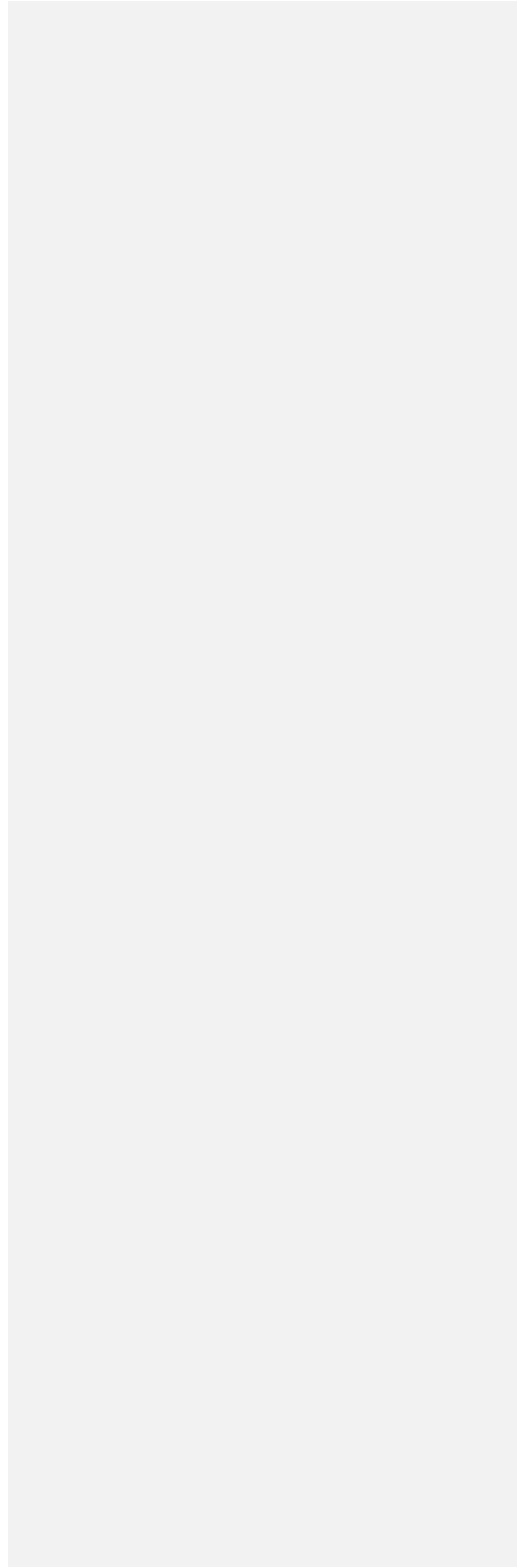
- Owner experience and capability to build or rehabilitate housing as identified in the RFP;

- Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities;

If applicable, the extent to which services for special populations are provided on site or in the immediate area for occupants of the property; and

In order to promote partially assisted projects, projects where less than 25 percent of the units will be assisted will be rated higher than projects where 25 percent or more of the units will be assisted. In the case of projects for occupancy by the elderly, persons with disabilities or families needing other services, the PHA will rate partially assisted projects on the percentage of units assisted. Projects with the lowest percentage of assisted units will receive the highest score.

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PHA Selection of Proposals Subject to a Previous Competition under a Federal, State, or Local Housing Assistance Program

The PHA will accept proposals for PBV assistance from owners that were competitively selected under another federal, state or local housing assistance program, including projects that were competitively awarded Low-Income Housing Tax Credits on an ongoing basis.

The PHA may periodically advertise that it is accepting proposals, in the following newspapers and trade journals:

**[Enter the names of the local newspapers of general circulation, and any trade journals that the PHA intends to use]**

The advertisement will state the number of vouchers available to be project-based, the type of units that will be considered, the submission deadline, and will note how to obtain the full RFP with information on the application and selection process. Advertisements will also contain a statement that participation in the PBV program requires compliance with Fair Housing and Equal Opportunity (FHEO) requirements.

In addition to, or in place of advertising, the PHA may also directly contact specific owners that have already been selected for Federal, state, or local housing assistance based on a previously held competition, to inform them of available PBV assistance.

Proposals will be reviewed on a first-come first-served basis. The PHA will evaluate each proposal on its merits using the following factors:

Extent to which the project furthers the PHA goal of deconcentrating poverty and expanding housing and economic opportunities; and

Extent to which the proposal complements other local activities such as the redevelopment of a public housing site under the HOPE VI program, the HOME program, CDBG activities, other development activities in a HUD-designated Enterprise Zone, Economic Community, Choice Neighborhood, or Renewal Community.

**PHA-Owned Units [24 CFR 983.51(e), 983.59, FR Notice 1/18/17, and Notice PIH 2017-21]**

A PHA-owned unit may be assisted under the PBV program only if the HUD field office or HUD-approved independent entity reviews the selection process and determines that the PHA-owned units were appropriately selected based on the selection procedures specified in the PHA administrative plan. This also applies to noncompetitive selections. If the PHA selects a proposal for housing that is owned or controlled by the PHA, the PHA must identify the entity that will review the PHA proposal selection process and perform specific functions with respect to rent determinations, the term of the HAP contract, and inspections.

In the case of PHA-owned units, the term of the HAP contract and any HAP contract renewal must be agreed upon by the PHA and a HUD-approved independent entity. In addition, an independent entity must determine the initial rent to owner, the redetermined rent to owner, and reasonable rent. NSPIRE inspections must also be conducted by an independent entity.

The independent entity that performs these program services may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government) or another HUD-approved public or private independent entity.

SNRHA Policy

The PHA may submit a proposal for project-based housing that is owned or controlled by the PHA. If the proposal for PHA-owned housing is selected, the PHA will use **an independent third-party entity** to review the PHA selection process. The PHA will obtain HUD approval of the **independent entity** prior to selecting the proposal for PHA-owned housing.

The PHA may only compensate the independent entity from PHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The PHA may not use other program receipts to compensate the independent entity for its services. The PHA and independent entity may not charge the family any fee for the appraisal or the services provided by the independent entity.

### **PHA Notice of Owner Selection [24 CFR 983.51(d)]**

The PHA must give prompt written notice to the party that submitted a selected proposal and must also give prompt public notice of such selection. Public notice procedures may include publication of public notice in a local newspaper of general circulation and other means designed and actually operated to provide broad public notice.

#### SNRHA Policy

Within 10 business days of the PHA making the selection, the PHA will notify the selected owner in writing of the owner's selection for the PBV program. The PHA will also notify in writing all owners that submitted proposals that were not selected and advise such owners of the name of the selected owner.

In addition, the PHA will publish its notice for selection of PBV proposals for two consecutive days in the same newspapers and trade journals the PHA used to solicit the proposals. The announcement will include the name of the owner that was selected for the PBV program. The PHA will also post the notice of owner selection on its electronic web site.

The PHA will make available to any interested party its rating and ranking sheets and documents that identify the PHA basis for selecting the proposal. These documents will be available for review by the public and other interested parties for one month after publication of the notice of owner selection. The PHA will not make available sensitive owner information that is privileged, such as financial statements and similar information about the owner.

The PHA will make these documents available for review at the PHA during normal business hours. The cost for reproduction of allowable documents will be \$.25 per page.

### **17-II.C. HOUSING TYPE [24 CFR 983.52]**

The PHA may attach PBV assistance for units in existing housing or for newly constructed or rehabilitated housing developed under and in accordance with an agreement to enter into a housing assistance payments contract that was executed prior to the start of construction. A housing unit is considered an existing unit for purposes of the PBV program, if, at the time of notice of PHA selection, the units substantially comply with NSPIRE standards. Units for which new construction or rehabilitation began after the owner's proposal submission but prior to the execution of the HAP do not subsequently qualify as existing housing. Units that were newly constructed or rehabilitated in violation of program requirements also do not qualify as existing housing.

The PHA must decide what housing type, new construction, rehabilitation, or existing housing, will be used to develop project-based housing. The PHA choice of housing type must be reflected in its solicitation for proposals.

## **17-IL.D. PROHIBITION OF ASSISTANCE FOR CERTAIN UNITS**

### **Ineligible Housing Types [24 CFR 983.53]**

The PHA may not attach or pay PBV assistance to shared housing units; units on the grounds of a penal reformatory, medical, mental, or similar public or private institution; nursing homes or facilities providing continuous psychiatric, medical, nursing services, board and care, or intermediate care (except that assistance may be provided in assisted living facilities); units that are owned or controlled by an educational institution or its affiliate and are designated for occupancy by students; manufactured homes; and transitional housing. In addition, the PHA may not attach or pay PBV assistance for a unit occupied by an owner and the PHA may not select or enter into an agreement to enter into a HAP contract or HAP contract for a unit occupied by a family ineligible for participation in the PBV program. A member of a cooperative who owns shares in the project assisted under the PBV program is not considered an owner for purposes of participation in the PBV program. Finally, PBV assistance may not be attached to units for which construction or rehabilitation has started after the proposal submission and prior to the execution of an AHAP.

### **Subsidized Housing [24 CFR 983.54]**

A PHA may not attach or pay PBV assistance to units in any of the following types of subsidized housing:

- A public housing unit;
- A unit subsidized with any other form of Section 8 assistance;
- A unit subsidized with any governmental rent subsidy;
- A unit subsidized with any governmental subsidy that covers all or any part of the operating costs of the housing;
- A unit subsidized with Section 236 rental assistance payments (except that a PHA may attach assistance to a unit subsidized with Section 236 interest reduction payments);
- A Section 202 project for non-elderly with disabilities;
- Section 811 project-based supportive housing for persons with disabilities;
- Section 202 supportive housing for the elderly;
- A Section 101 rent supplement project;
- A unit subsidized with any form of tenant-based rental assistance;
- A unit with any other duplicative federal, state, or local housing subsidy, as determined by HUD or the PHA in accordance with HUD requirements.

**17-II.E. SUBSIDY LAYERING REQUIREMENTS [24 CFR 983.55, Notice PIH 2013-11, and FR Notice 3/13/23]**

The subsidy layering review is intended to prevent excessive public assistance by combining (layering) housing assistance payment subsidy under the PBV program with other governmental housing assistance from federal, state, or local agencies, including assistance such as tax concessions or tax credits.

HUD requires new construction and rehabilitation housing that will include forms of governmental assistance other than PBVs to undergo a subsidy layering review (SLR) prior to entering into an Agreement to Enter into Housing Assistance Payments Contract (AHAP). Subsidy layering requirements do not apply to existing housing, when PBV is the only governmental assistance, or for projects already subject to a PBV HAP contract, even if the project is recapitalized with outside sources of funding.

When a PHA selects a new construction or rehabilitation project, the PHA must require information regarding all HUD and/or other federal, state, or local governmental assistance to be disclosed by the project owner using Form HUD-2880. Appendix A of FR Notice 3/23/23 contains a list of all required documentation.

Either HUD or a HUD-approved housing credit agency (HCA) in the PHA's jurisdiction performs the subsidy layering review. The PHA must request an SLR through their local HUD Field Office or, if eligible, through a participating HCA.

If the SLR request is submitted to an approved HCA, and the proposed project-based voucher assistance meets HUD subsidy layering requirements, the HCA must submit a certification to HUD and notify the PHA. The PHA may proceed to execute an AHAP at that time if the environmental approval is received.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

## **17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT**

### **25 Percent per Project Cap [24 CFR 983.56, FR Notice 1/18/17, and Notice PIH 2017-21]**

In general, the PHA may not select a proposal to provide PBV assistance for units in a project or enter into an agreement to enter into a HAP or a HAP contract to provide PBV assistance for units in a project, if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than the greater of 25 units or 25 percent of the number of dwelling units (assisted or unassisted) in the project.

### **Exceptions to 25 Percent per Project Cap [FR Notice 1/18/17; Notice PIH 2017-21; FR Notice 1/24/22]**

As of April 18, 2017, units are not counted against the 25 percent or 25-unit per project cap if:

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project
  - If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17].

The Housing Opportunity Through Modernization Act of 2016 (HOTMA) eliminated the project cap exemption for projects that serve disabled families and modified the exception for supportive services.

Under the Fostering Stable Housing Opportunities (FSHO) amendments, units exclusively made available to youth receiving FUPY/FYI assistance may be excepted from the project cap for HAP contracts first effective after December 27, 2020. For more information on excepted units for FUPY, see Chapter 19.

Projects where these caps were implemented prior to HOTMA (HAP contracts executed prior to April 18, 2017) or FSHO (contract in effect on or prior to December 27, 2020) may continue to use the former exceptions and may renew their HAP contracts under the old requirements, unless the PHA and owner agree to change the conditions of the HAP contract. However, this change may not be made if it would jeopardize an assisted family's eligibility for continued assistance in the project.

### ***Supportive Services***

PHAs must include in the PHA administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. As of April 18, 2017, the project must make supportive services available to all families receiving PBV assistance in the project, but the family does not actually have to accept and receive supportive services for the exception to apply to the unit, although the family must be eligible to receive the supportive services. It is not necessary that the services be provided at or by the project but must be reasonably available to families receiving PBV assistance at the project and designed to help families in the project achieve self-sufficiency or live in the community as independently as possible. A PHA may not require participation in the supportive service as a condition of living in the excepted unit, although such services may be offered.

#### **SNRHA Policy**

The PHA may develop housing for occupancy by elderly families and families in need of services. This may include disabled families, families in need of particular supportive services, or families participating in the Family Self-Sufficiency (FSS) program. Families will not be required to accept and receive supportive services for the exception to apply to the unit, although they will be required to be eligible to receive supportive services. Services may include but are not limited to:

- Meal service adequate to meet nutritional needs;
- Housekeeping aid;
- Personal assistance;
- Transportation services;
- Health-related services;
- Case management;
- Child care;
- Educational and employment services;
- Job training;
- Counseling; or
- Other services designed to help the recipient live in the community as independently as possible.

### **Projects not Subject to a Project Cap [FR Notice 1/18/17; Notice PIH 2017-21]**

PBV units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD are exempt from the project cap. In other words, 100 percent of the units in these projects may receive PBV assistance.

#### **SNRHA Policy**

The PHA administers PBV units that are not subject to a project cap.

**Promoting Partially Assisted Projects [24 CFR 983.56(c)]**

A PHA may establish local requirements designed to promote PBV assistance in partially assisted projects. A *partially assisted project* is a project in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

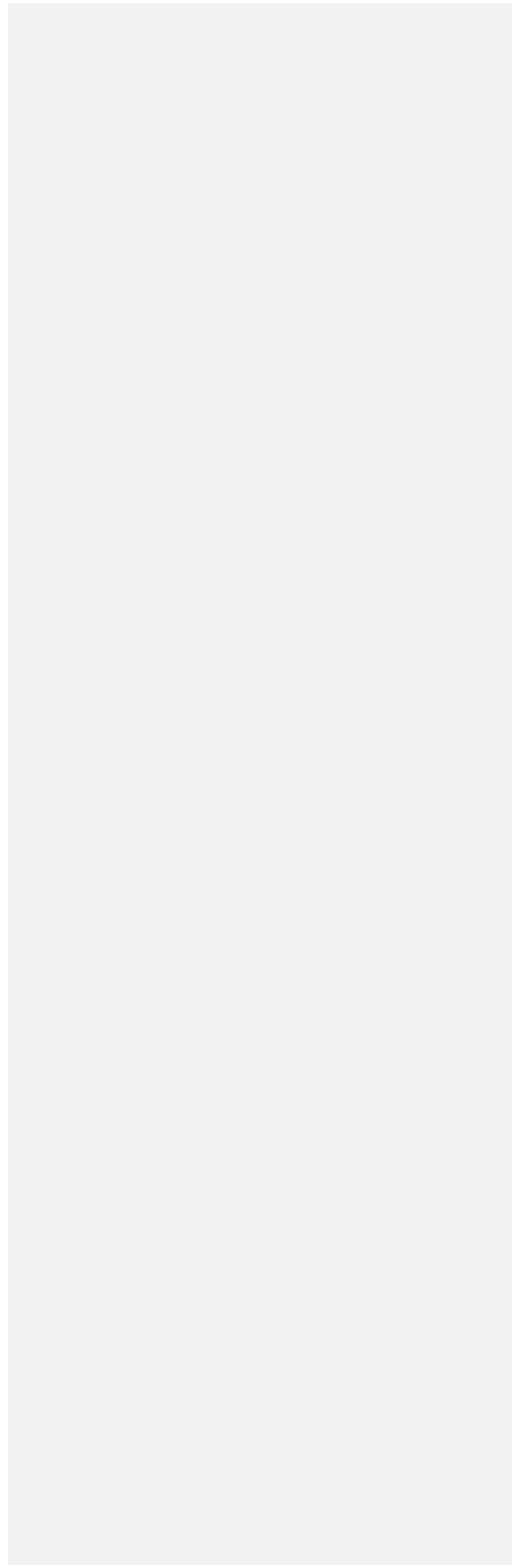
A PHA may establish a per-project cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily project containing excepted units or in a single-family building. A PHA may also determine not to provide PBV assistance for excepted units, or the PHA may establish a per-project cap of less than 25 units or 25 percent of units.

SNRHA Policy:

Excepted units will be limited to units for elderly families and projects that provide supportive services.

Beyond that, the PHA will not impose any further cap on the number of PBV units assisted per project.

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## 17-II.G. SITE SELECTION STANDARDS

### **Compliance with PBV Goals, Civil Rights Requirements, and NSPIRE Site Standards [24 CFR 983.57(b)]**

The PHA may not select a proposal for existing, newly constructed, or rehabilitated PBV housing on a site or enter into an agreement to enter into a HAP contract or HAP contract for units on the site, unless the PHA has determined that PBV assistance for housing at the selected site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. The standard for deconcentrating poverty and expanding housing and economic opportunities must be consistent with the PHA Plan under 24 CFR 903 and the PHA administrative plan.

In addition, prior to selecting a proposal, the PHA must determine that the site is suitable from the standpoint of facilitating and furthering full compliance with the applicable Civil Rights Laws, regulations, and Executive Orders, and that the site meets the NSPIRE site and neighborhood standards at 24 CFR 5.703.

#### SNRHA Policy

It is the PHA goal to select sites for PBV housing that provide for deconcentrating poverty and expanding housing and economic opportunities. In complying with this goal the PHA will limit approval of sites for PBV housing in census tracts that have poverty concentrations of 20 percent or less.

However, the PHA will grant exceptions to the 20 percent standard where the PHA determines that the PBV assistance will complement other local redevelopment activities designed to deconcentrate poverty and expand housing and economic opportunities in census tracts with poverty concentrations greater than 20 percent, such as sites in:

A census tract in which the proposed PBV development will be located in a HUD-designated Enterprise Zone, Economic Community, Choice Neighborhood, or Renewal Community;

A census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition and HOPE VI redevelopment;

A census tract in which the proposed PBV development will be located is undergoing significant revitalization as a result of state, local, or federal dollars invested in the area;

A census tract where new market rate units are being developed where such market rate units will positively impact the poverty rate in the area;

A census tract where there has been an overall decline in the poverty rate within the past five years; or

A census tract where there are meaningful opportunities for educational and economic advancement.

#### **Existing and Rehabilitated Housing Site and Neighborhood Standards [24 CFR 983.57(d)]**

The PHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract for existing or rehabilitated housing until it has determined that the site complies with the HUD required site and neighborhood standards. The site must:

- Be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- Have adequate utilities and streets available to service the site;
- Promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- Be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

#### **New Construction Site and Neighborhood Standards [24 CFR 983.57(e)]**

In order to be selected for PBV assistance, a site for newly constructed housing must meet the following HUD required site and neighborhood standards:

- The site must be adequate in size, exposure, and contour to accommodate the number and type of units proposed;
- The site must have adequate utilities and streets available to service the site;
- The site must not be located in an area of minority concentration unless the PHA determines that sufficient, comparable opportunities exist for housing for minority families in the income range to be served by the proposed project outside areas of minority concentration or that the project is necessary to meet overriding housing needs that cannot be met in that housing market area;
- The site must not be located in a racially mixed area if the project will cause a significant increase in the proportion of minority to non-minority residents in the area.
- The site must promote a greater choice of housing opportunities and avoid undue concentration of assisted persons in areas containing a high proportion of low-income persons;
- The neighborhood must not be one that is seriously detrimental to family life or in which substandard dwellings or other undesirable conditions predominate;
- The housing must be accessible to social, recreational, educational, commercial, and health facilities and services and other municipal facilities and services equivalent to those found in neighborhoods consisting largely of unassisted similar units; and
- Except for housing designed for elderly persons, the housing must be located so that travel time and cost via public transportation or private automobile from the neighborhood to places of employment is not excessive.

**17-II.H. ENVIRONMENTAL REVIEW [24 CFR 983.58]**

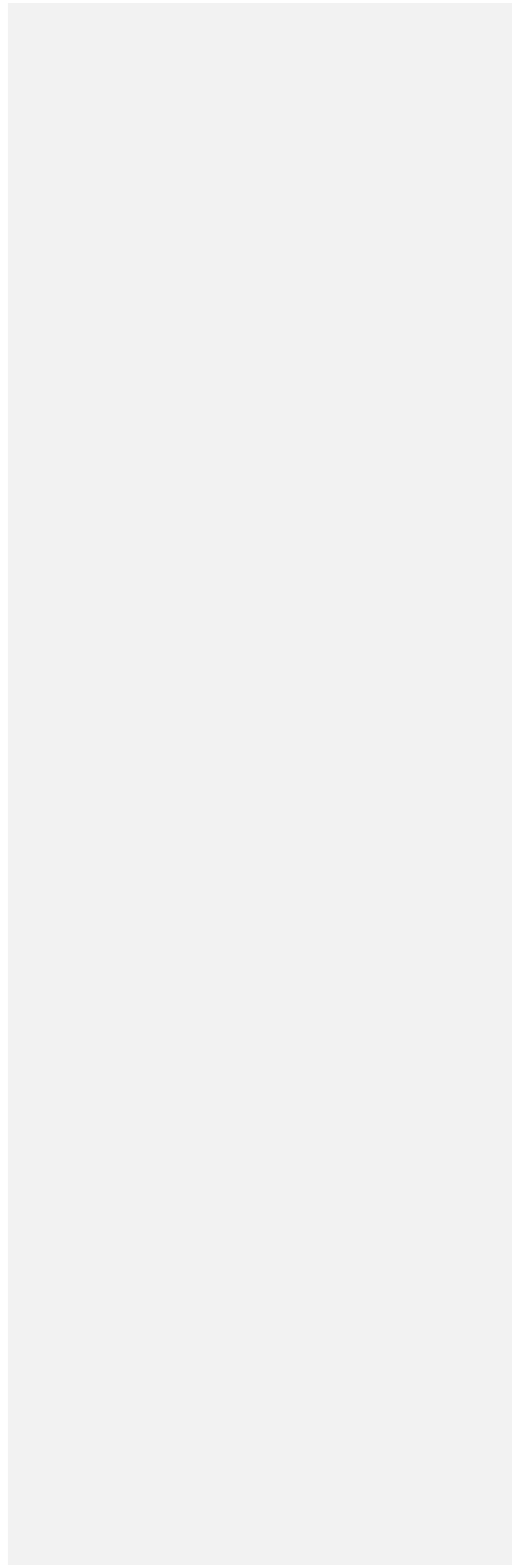
The PHA activities under the PBV program are subject to HUD environmental regulations in 24 CFR parts 50 and 58. The *responsible entity* is responsible for performing the federal environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.). The PHA may not enter into an agreement to enter into a HAP contract nor enter into a HAP contract until it has complied with the environmental review requirements.

In the case of existing housing, the responsible entity that is responsible for the environmental review under 24 CFR part 58 must determine whether or not PBV assistance is categorically excluded from review under the National Environmental Policy Act and whether or not the assistance is subject to review under the laws and authorities listed in 24 CFR 58.5.

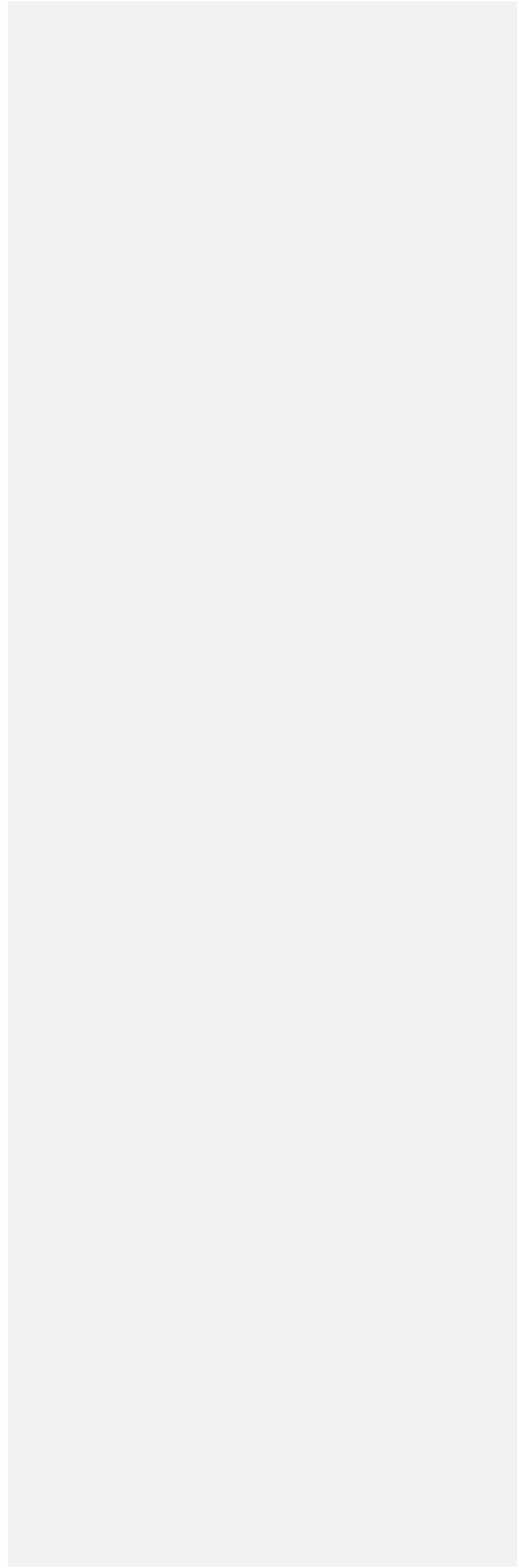
The PHA may not enter into an agreement to enter into a HAP contract or a HAP contract with an owner, and the PHA, the owner, and its contractors may not acquire, rehabilitate, convert, lease, repair, dispose of, demolish, or construct real property or commit or expend program or local funds for PBV activities under this part, until the environmental review is completed.

The PHA must supply all available, relevant information necessary for the responsible entity to perform any required environmental review for any site. The PHA must require the owner to carry out mitigating measures required by the responsible entity (or HUD, if applicable) as a result of the environmental review.

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## **PART III: DWELLING UNITS**

### **17-III.A. OVERVIEW**

This part identifies the special housing quality standards that apply to the PBV program, housing accessibility for persons with disabilities, and special procedures for conducting NSPIRE inspections.

### **17-III.B. NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE [24 CFR 983.101]**

NSPIRE standards for the tenant-based program, including those for special housing types, generally apply to the PBV program. NSPIRE requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

#### **Lead-based Paint [24 CFR 983.101(c)]**

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, Subparts A, B, H, and R, and 40 CFR 745.227, apply to the PBV program.

### **17-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES**

The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The PHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

## 17-III.D. INSPECTING UNITS

### **Pre-selection Inspection [24 CFR 983.103(a)]**

The PHA must examine the proposed site before the proposal selection date. If the units to be assisted already exist, the PHA must inspect all the units before the proposal selection date and must determine whether the units substantially comply with NSPIRE. To qualify as existing housing, units must substantially comply with NSPIRE on the proposal selection date. However, the PHA may not execute the HAP contract until the units fully comply with NSPIRE.

### **Pre-HAP Contract Inspections [24 CFR 983.103(b), FR Notice 1/18/17, and Notice PIH 2017-20]**

The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not provide assistance on behalf of the family until the unit fully complies with NSPIRE, unless the PHA has adopted a policy to enter into a HAP contract for units that fail the initial inspection as a result of only non-life-threatening conditions, or if the unit passed an alternative inspection.

#### SNRHA Policy

The PHA will approve tenancy in a unit when the unit fails the HQS/NSPIRE inspection as a result of only non-life-threatening conditions. The owner must correct these deficiencies within 30 days of the written notice from the PHA.

*Life-threatening conditions* are defined in Section 8-I.C., Life-Threatening Conditions. *Non-life threatening conditions* are defined as any conditions that would fail to meet the Housing Quality Standards under 24 CFR 982.401 and do not meet the definition of *life-threatening*.

When non-life-threatening deficiencies are not remedied within 30 days of the PHA's written notice to the owner of the unit's failure to comply with HQS/NSPIRE, the PHA will follow the same policies for abatement of HAP as it does for the tenant-based HCV program, which are outlined in Section 8-II.B., Initial HQS/NSPIRE Inspection.

### **Turnover Inspections [24 CFR 983.103(c)]**

Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with NSPIRE.

### **Annual/Biennial Inspections [24 CFR 983.103(d); FR Notice 6/25/14]**

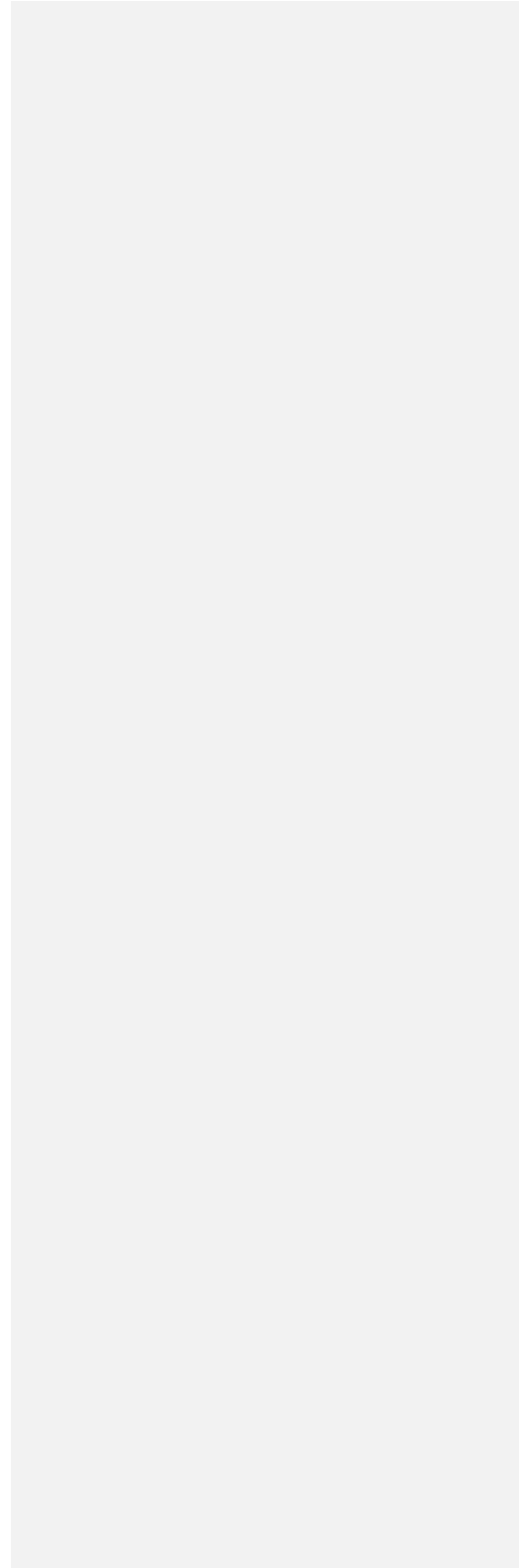
At least once every 24 months during the term of the HAP contract (or at least triennially for small rural PHAs), the PHA must inspect a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with NSPIRE. Turnover inspections are not counted toward meeting this inspection requirement. The PHA also has the option in certain mixed finance properties to rely on alternative inspections conducted at least triennially.

#### SNRHA Policy

The PHA will inspect on a biennial basis a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with HQS.

If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.

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### **Alternative Inspections [24 CFR 983.103(g); Notice PIH 2016-05]**

In the case of mixed-finance properties that are subject to alternative inspections, the PHA may rely upon an alternative inspection conducted at least triennially to demonstrate compliance with inspection requirements.

#### SNRHA Policy

The PHA will accept the results of inspections performed by HUD REAC, or for the HOME or LIHTC programs. Inspections will only be accepted if PBV and HCV units are included in the population of units forming the basis of the sample.

The PHA will not utilize inspection results other than from inspections conducted by HUD or for the HOME or LIHTC programs.

Inspection reports and other data must be provided to the PHA within five business days of the inspection. The PHA will review the inspection reports and determine whether the unit will receive a “pass” under NSPIRE within five business days. If the PHA determines that the unit does not pass, the PHA will notify the owner and conduct an NSPIRE inspect within 10 business days.

### **Other Inspections [24 CFR 983.103(e)]**

The PHA must inspect contract units whenever needed to determine that the contract units comply with NSPIRE standards and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information coming to its attention in scheduling inspections.

The PHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an NSPIRE deficiency and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family NSPIRE deficiencies.

In conducting PHA supervisory quality control inspections, the PHA should include a representative sample of both tenant-based and project-based units.

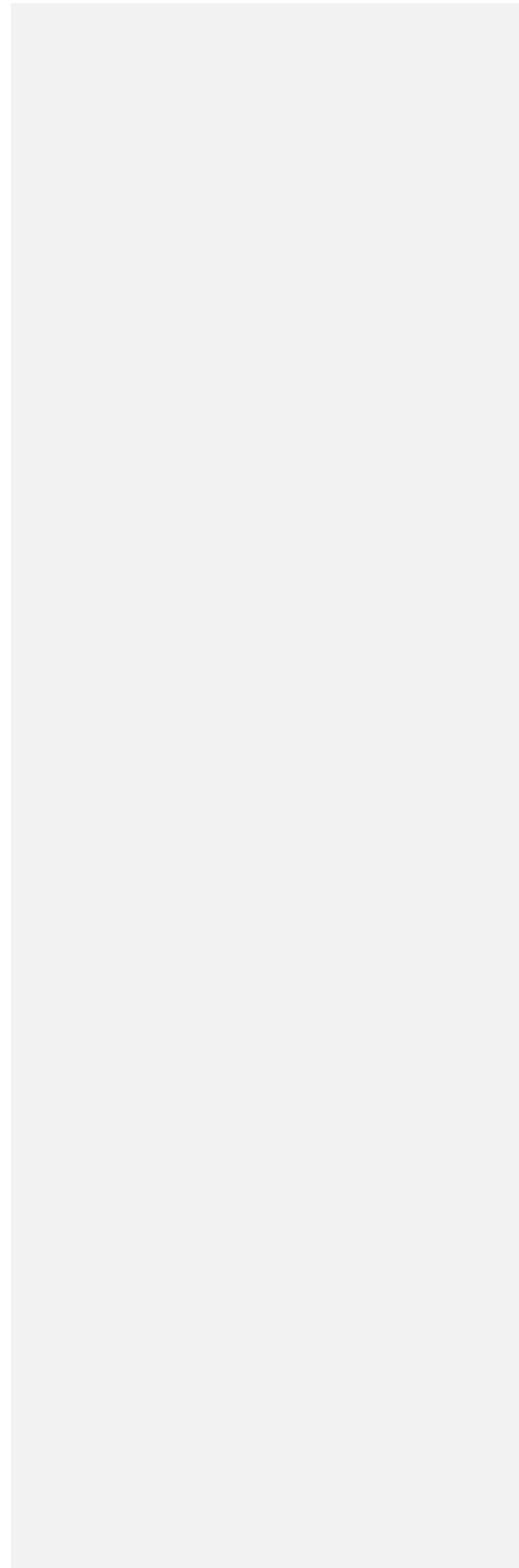
### **Inspecting PHA-Owned Units [24 CFR 983.103(f)]**

In the case of PHA-owned units, the inspections must be performed by an independent entity designated by the PHA and approved by HUD. The independent entity must furnish a copy of each inspection report to the PHA and to the HUD field office where the project is located. The PHA must take all necessary actions in response to inspection reports from the independent entity, including exercise of contractual remedies for violation of the HAP contract by the PHA-owner.

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## **PART IV: REHABILITATED AND NEWLY CONSTRUCTED UNITS**

### **17-IV.A. OVERVIEW [24 CFR 983.151]**

There are specific requirements that apply to PBV assistance for newly constructed or rehabilitated housing that do not apply to PBV assistance in existing housing. This part describes the requirements unique to this type of assistance.

Housing selected for this type of assistance may not at a later date be selected for PBV assistance as existing housing.

### **17-IV.B. AGREEMENT TO ENTER INTO HAP CONTRACT**

In order to offer PBV assistance in rehabilitated or newly constructed units, the PHA must enter into an agreement to enter into HAP contract (Agreement) with the owner of the property. The Agreement must be in the form required by HUD [24 CFR 983.152(b)]. The PHA may not enter into an Agreement if commencement of construction or rehabilitation has commenced after proposal submission [24 CFR 983.152(c)]. Construction begins when excavation or site preparation (including clearing of the land) begins for the housing. Rehabilitation begins with the physical commencement of rehabilitation activity on the housing.

In the Agreement the owner agrees to develop the PBV contract units to comply with NSPIRE, and the PHA agrees that upon timely completion of such development in accordance with the terms of the Agreement, the PHA will enter into a HAP contract with the owner for the contract units [24 CFR 983.152(a)].

### **Content of the Agreement [24 CFR 983.152(d)]**

At a minimum, the Agreement must describe the following features of the housing to be developed and assisted under the PBV program:

- Site and the location of the contract units;
- Number of contract units by area (size) and number of bedrooms and bathrooms;
- Services, maintenance, or equipment to be supplied by the owner without charges in addition to the rent;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner and utility services to be paid by the tenant;
- An indication of whether or not the design and construction requirements of the Fair Housing Act and section 504 of the Rehabilitation Act of 1973 apply to units under the Agreement. If applicable, any required work item resulting from these requirements must be included in the description of work to be performed under the Agreement;
- Estimated initial rents to owner for the contract units;
- Description of the work to be performed under the Agreement. For rehabilitated units, the description must include the rehabilitation work write up and, where determined necessary by the PHA, specifications and plans. For new construction units, the description must include the working drawings and specifications.
- Any additional requirements for quality, architecture, or design over and above NSPIRE standards.

### **Execution of the Agreement [24 CFR 983.153]**

The Agreement must be executed promptly after PHA notice of proposal selection to the selected owner. The PHA may not enter into the Agreement if construction or rehabilitation has started after proposal submission. Generally, the PHA may not enter into the Agreement with the owner until the subsidy layering review is completed. Likewise, the PHA may not enter into the Agreement until the environmental review is completed and the PHA has received environmental approval. However, the PHA does not need to conduct a subsidy layering review in the case of a HAP contract for existing housing or if the applicable state or local agency has conducted such a review. Similarly, environmental reviews are not required for existing structures unless otherwise required by law or regulation.

#### SNRHA Policy

The PHA will enter into the Agreement with the owner within 10 business days of receiving both environmental approval and notice that subsidy layering requirements have been met, and before construction or rehabilitation work is started.

## **17-IV.C. CONDUCT OF DEVELOPMENT WORK**

### **Labor Standards [24 CFR 983.154(b)]**

If an Agreement covers the development of nine or more contract units (whether or not completed in stages), the owner and the owner's contractors and subcontractors must pay Davis-Bacon wages to laborers and mechanics employed in the development of housing. Further, these Davis-Bacon requirements apply to existing PBV units when the nature of any work to be performed either before the execution of the HAP contract or within 18 months after execution constitutes project development. Any development initiated on existing units within 18 months after the effective date of the HAP contract on projects with nine or more contract units triggers Davis-Bacon requirements.

The HUD-prescribed form of the Agreement will include the labor standards clauses required by HUD, such as those involving Davis-Bacon wage rates. The addendum to the HAP contract, Form HUD-5679, also includes the required labor standards clauses.

The owner, contractors, and subcontractors must also comply with the Contract Work Hours and Safety Standards Act, Department of Labor regulations in 29 CFR part 5, and other applicable federal labor relations laws and regulations. The PHA must monitor compliance with labor standards.

### **Owner Disclosure [24 CFR 983.154(d) and (e)]**

The Agreement and HAP contract must include a certification by the owner that the owner and other project principals are not on the U.S. General Services Administration list of parties excluded from federal procurement and non-procurement programs.

The owner must also disclose any possible conflict of interest that would be a violation of the Agreement, the HAP contract, or HUD regulations.

#### **17-IV.D. COMPLETION OF HOUSING**

The Agreement must specify the deadlines for completion of the housing, and the owner must develop and complete the housing in accordance with these deadlines. The Agreement must also specify the deadline for submission by the owner of the required evidence of completion.

##### **Evidence of Completion [24 CFR 983.155(b)]**

At a minimum, the owner must submit the following evidence of completion to the PHA in the form and manner required by the PHA:

- Owner certification that the work has been completed in accordance with NSPIRE and all requirements of the Agreement; and
- Owner certification that the owner has complied with labor standards and equal opportunity requirements in development of the housing.

At the PHA's discretion, the Agreement may specify additional documentation that must be submitted by the owner as evidence of housing completion.

##### SNRHA Policy

The PHA will determine the need for the owner to submit additional documentation as evidence of housing completion on a case-by-case basis depending on the nature of the PBV project. The PHA will specify any additional documentation requirements in the Agreement to enter into HAP contract.

##### **PHA Acceptance of Completed Units [24 CFR 983.156]**

Upon notice from the owner that the housing is completed, the PHA must inspect to determine if the housing has been completed in accordance with the Agreement, including compliance with NSPIRE standards and any additional requirements imposed under the Agreement. The PHA must also determine if the owner has submitted all required evidence of completion.

If the work has not been completed in accordance with the Agreement, the PHA must not enter into the HAP contract.

If the PHA determines the work has been completed in accordance with the Agreement and that the owner has submitted all required evidence of completion, the PHA must submit the HAP contract for execution by the owner and must then execute the HAP contract.

## **PART V: HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP)**

### **17-V.A. OVERVIEW**

The PHA must enter into a HAP contract with an owner for units that are receiving PBV assistance. The purpose of the HAP contract is to provide housing assistance payments for eligible families. Housing assistance is paid for contract units leased and occupied by eligible families during the HAP contract term. With the exception of single-family scattered-site projects, a HAP contract shall cover a single project. If multiple projects exist, each project is covered by a separate HAP contract. The HAP contract must be in the form required by HUD [24 CFR 983.202(a)].

### **17-V.B. HAP CONTRACT REQUIREMENTS**

#### **Contract Information [24 CFR 983.203]**

The HAP contract must specify the following information:

- The total number of contract units by number of bedrooms;
- The project's name, street address, city or county, state and zip code, block and lot number (if known), and any other information necessary to clearly identify the site and the building;
- The number of contract units in each building, the location of each contract unit, the area of each contract unit, and the number of bedrooms and bathrooms in each contract unit;
- Services, maintenance, and equipment to be supplied by the owner and included in the rent to owner;
- Utilities available to the contract units, including a specification of utility services to be paid by the owner (included in rent) and utility services to be paid by the tenant;
- Features provided to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8;
- The HAP contract term;
- The number of units in any project that will exceed the 25 percent per project cap, which will be set aside for occupancy by qualifying families (elderly and/or disabled families and families receiving supportive services); and
- The initial rent to owner for the first 12 months of the HAP contract term.

### **Execution of the HAP Contract [24 CFR 983.204]**

The PHA may not enter into a HAP contract until each contract unit has been inspected and the PHA has determined that the unit complies with the NSPIRE standards, unless the PHA has adopted a policy to enter into a HAP contract for units that fail the initial inspection where no life-threatening conditions are present. For existing housing, the HAP contract must be executed promptly after the PHA selects the owner proposal and inspects the housing units. For newly constructed or rehabilitated housing the HAP contract must be executed after the PHA has inspected the completed units and has determined that the units have been completed in accordance with the agreement to enter into HAP, and the owner furnishes all required evidence of completion.

#### SNRHA Policy

For existing housing, the HAP contract will be executed within 10 business days of the PHA determining that all units pass HQS/NSPIRE.

For rehabilitated or newly constructed housing, the HAP contract will be executed within 10 business days of the PHA determining that the units have been completed in accordance with the agreement to enter into HAP, all units meet HQS/NSPIRE, and the owner has submitted all required evidence of completion.

### **Term of HAP Contract [24 CFR 983.205, FR Notice 1/18/17, and Notice PIH 2017-21]**

The PHA may enter into a HAP contract with an owner for an initial term of no less than one year and no more than 20 years for each contract unit. The length of the term of the HAP contract for any contract unit may not be less than one year, nor more than 20 years. In the case of PHA-owned units, the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

#### SNRHA Policy

The term of all PBV HAP contracts will be negotiated with the owner on a case-by-case basis.

At the time of the initial HAP contract term or any time before expiration of the HAP contract, the PHA may extend the term of the contract for an additional term of up to 20 years if the PHA determines an extension is appropriate to continue providing affordable housing for low-income families. A HAP contract extension may not exceed 20 years. A PHA may provide for multiple extensions; however, in no circumstances may such extensions exceed 20 years, cumulatively. Extensions after the initial extension are allowed at the end of any extension term, provided that not more than 24 months prior to the expiration of the previous extension contract the PHA agrees to extend the term, and that such extension is appropriate to continue providing affordable housing for low-income families or to expand housing opportunities. Extensions after the initial extension term shall not begin prior to the expiration date of the previous extension term. Subsequent extensions are subject to the same limitations. All extensions must be on the form and subject to the conditions prescribed by HUD at the time of the extension. In the case of PHA-owned units, any extension of the term of the HAP contract must be agreed upon by the PHA and the independent entity approved by HUD [24 CFR 983.59(b)(2)].

### SNRHA Policy

When determining whether or not to extend an expiring PBV contract, the PHA will consider several factors including, but not limited to:

The cost of extending the contract and the amount of available budget authority;

The condition of the contract units;

The owner's record of compliance with obligations under the HAP contract and lease(s);

Whether the location of the units continues to support the goals of deconcentrating poverty and expanding housing opportunities; and

Whether the funding could be used more appropriately for tenant-based assistance.

### ***Termination by PHA [24 CFR 983.205(c) and FR Notice 1/18/17]***

The HAP contract must provide that the term of the PHA's contractual commitment is subject to the availability of sufficient appropriated funding as determined by HUD or by the PHA in accordance with HUD instructions. For these purposes, sufficient funding means the availability of appropriations, and of funding under the ACC from such appropriations, to make full payment of housing assistance payments payable to the owner for any contract year in accordance with the terms of the HAP contract.

In times of insufficient funding, HUD requires that PHAs first take all cost-saving measures prior to failing to make payments under existing PBV HAP contracts.

If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA may terminate the HAP contract by notice to the owner. The termination must be implemented in accordance with HUD instructions.

### ***Termination by Owner [24 CFR 983.205(d)]***

If in accordance with program requirements the amount of rent to an owner for any contract unit is reduced below the amount of the rent to owner at the beginning of the HAP contract term, the owner may terminate the HAP contract by giving notice to the PHA. In this case, families living in the contract units must be offered tenant-based assistance.



**Statutory Notice Requirements: Contract Termination or Expiration [24 CFR 983.206, FR Notice 1/18/17, and Notice PIH 2017-21]**

Not less than one year before the HAP contract terminates, or if the owner refuses to renew the HAP contract, the owner must notify the PHA and assisted tenants of the termination. The notice must be provided in the form prescribed by HUD. If the owner does not give timely notice, the owner must permit the tenants in assisted units to remain in their units for the required notice period with no increase in the tenant portion of their rent, and with no eviction as a result of the owner's inability to collect an increased tenant portion of rent. An owner may renew the terminating contract for a period of time sufficient to give tenants one-year advance notice under such terms as HUD may require.

Upon termination or expiration of the contract, a family living at the property is entitled to receive a tenant-based voucher. Tenant-based assistance would not begin until the owner's required notice period ends. The PHA must provide the family with a voucher and the family must also be given the option by the PHA and owner to remain in their unit with HCV tenant-based assistance as long as the unit complies with inspection and rent reasonableness requirements. The family must pay their total tenant payment (TTP) and any additional amount if the gross rent exceeds the applicable payment standard. The family has the right to remain in the project as long as the units are used for rental housing and are otherwise eligible for HCV assistance. The owner may not terminate the tenancy of a family that exercises its right to remain except for serious or repeated lease violations or other good cause. Families that receive a tenant-based voucher at the expiration or termination of the PBV HAP contract are not new admissions to the PHA HCV tenant-based program and are not subject to income eligibility requirements or any other admission requirements. If the family chooses to remain in their unit with tenant-based assistance, the family may do so regardless of whether the family share would initially exceed 40 percent of the family's adjusted monthly income.

**Remedies for NSPIRE Deficiencies [24 CFR 983.208(b)]**

The PHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with NSPIRE standards. If the PHA determines that a contract does not comply with NSPIRE standards, the PHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

SNRHA Policy

The PHA will abate and terminate PBV HAP contracts for non-compliance with HQS/NSPIRE in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

## **17-V.C. AMENDMENTS TO THE HAP CONTRACT**

### **Substitution of Contract Units [24 CFR 983.207(a)]**

At the PHA's discretion and subject to all PBV requirements, the HAP contract may be amended to substitute a different unit with the same number of bedrooms in the same project for a previously covered contract unit. Before any such substitution can take place, the PHA must inspect the proposed unit and determine the reasonable rent for the unit.

### **Addition of Contract Units [FR Notice 1/18/17 and Notice PIH 2017-21]**

The PHA and owner may amend the HAP contract to add additional PBV contract units in projects that already have a HAP contract without having to fulfill the selection requirements found at 24 CFR 983.51(b) for those additional PBV units, regardless of when the HAP contract was signed. The additional PBV units, however, are still subject to the PBV program cap and individual project caps. Prior to attaching additional units without competition, the PHA must submit to the local field office information outlined in FR Notice 1/18/17. The PHA must also detail in the administrative plan their intent to add PBV units and the rationale for adding units to the specific PBV project.

#### SNRHA Policy

The PHA will add units to the contract on a case-by-case basis to ensure the availability of affordable housing as long as the addition of units does not exceed allowable project caps.

## **17-V.D. HAP CONTRACT YEAR, ANNIVERSARY AND EXPIRATION DATES [24 CFR 983.207(b) and 983.302(e)]**

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year.

There is a single annual anniversary and expiration date for all units under a particular HAP contract, even in cases where contract units are placed under the HAP contract in stages (on different dates) or units are added by amendment. The anniversary and expiration dates for all units coincide with the dates for the contract units that were originally placed under contract.

**17-V.E. OWNER RESPONSIBILITIES UNDER THE HAP CONTRACT  
[24 CFR 983.210]**

When the owner executes the HAP contract s/he certifies that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with NSPIRE standards;
- The owner is providing all services, maintenance, equipment and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP, is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit (does not apply to family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

## **17-V.F. ADDITIONAL HAP REQUIREMENTS**

### **Housing Quality and Design Requirements [24 CFR 983.101(e) and 983.208(a)]**

The owner is required to maintain and operate the contract units and premises in accordance with NSPIRE standards, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance, equipment, and utilities specified in the HAP contract with the PHA and in the lease with each assisted family. In addition, maintenance, replacement and redecoration must be in accordance with the standard practice for the building as established by the owner.

The PHA may elect to establish additional requirements for quality, architecture, or design of PBV housing. Any such additional requirements must be specified in the Agreement to enter into a HAP contract and the HAP contract. These requirements must be in addition to, not in place of, compliance with NSPIRE standards.

#### SNRHA Policy

The PHA will identify the need for any special features on a case-by-case basis depending on the intended occupancy of the PBV project. The PHA will specify any special design standards or additional requirements in the invitation for PBV proposals, the agreement to enter into HAP contract, and the HAP contract.

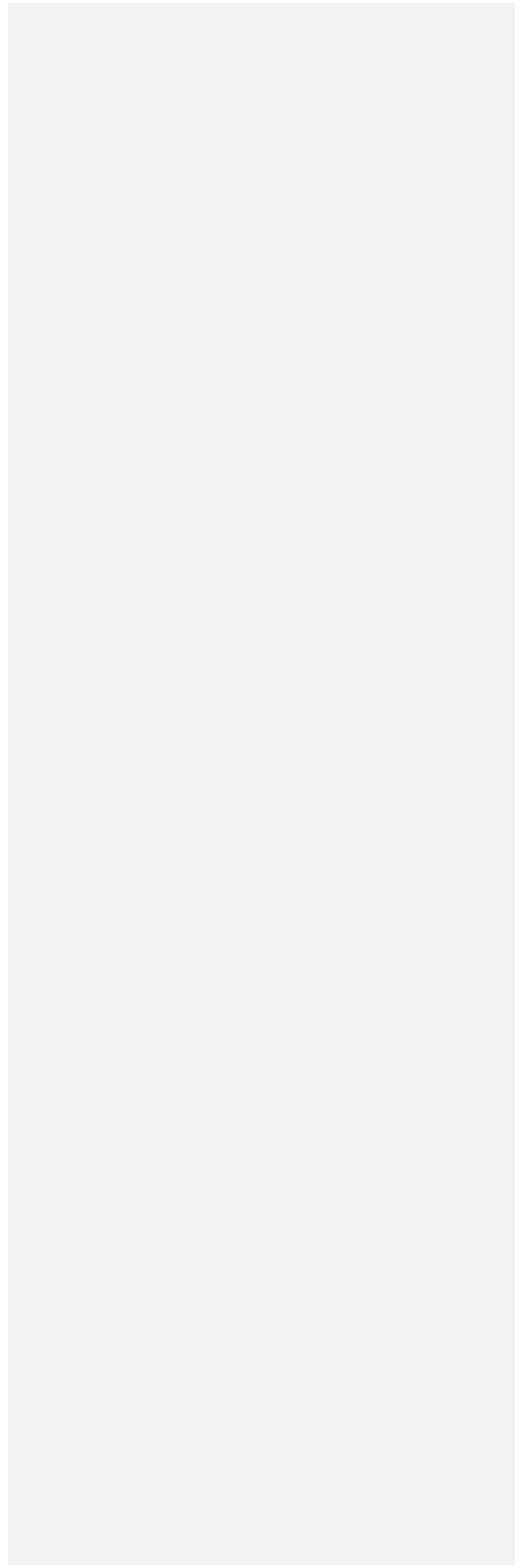
### **Vacancy Payments [24 CFR 983.352(b)]**

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by the PHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit).

#### SNRHA Policy

The PHA will decide on a case-by-case basis if the PHA will provide vacancy payments to the owner. The HAP contract with the owner will contain any such agreement, including the amount of the vacancy payment and the period for which the owner will qualify for these payments.

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## **PART VI: SELECTION OF PBV PROGRAM PARTICIPANTS**

### **17-VI.A. OVERVIEW**

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

### **17-VI.B. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]**

The PHA may select families for the PBV program from those who are participants in the PHA's tenant-based voucher program and from those who have applied for admission to the voucher program. For voucher participants, eligibility was determined at original admission to the voucher program and does not need to be redetermined at the commencement of PBV assistance. For all others, eligibility for admission must be determined at the commencement of PBV assistance.

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the PHA, meet asset limitation requirements, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)]. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the PHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. The PHA may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

#### SNRHA Policy

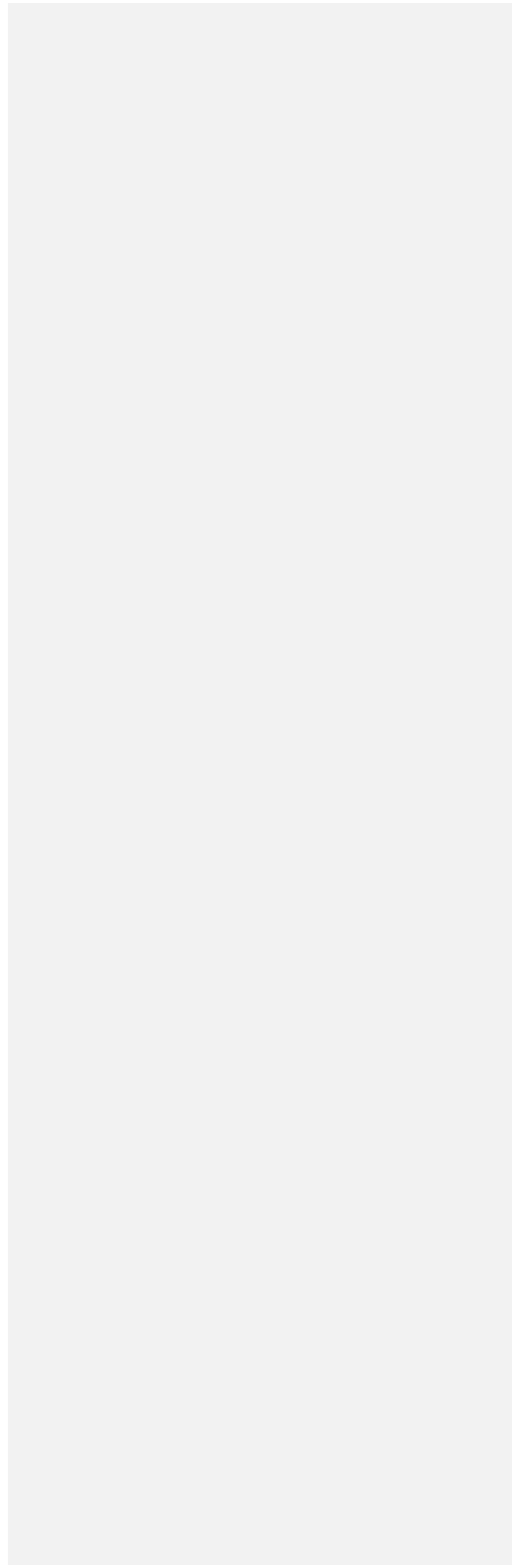
The PHA will determine an applicant family's eligibility for the PBV program in accordance with the policies in Chapter 3.

**In-Place Families [24 CFR 983.251(b)]**

An eligible family residing in a proposed PBV contract unit on the date the proposal is selected by the PHA is considered an “in-place family.” These families are afforded protection from displacement under the PBV rule. If a unit to be placed under contract (either an existing unit or a unit requiring rehabilitation) is occupied by an eligible family on the date the proposal is selected, the in-place family must be placed on the PHA’s waiting list. Once the family’s continued eligibility is determined (the PHA may deny assistance to an in-place family for the grounds specified in 24 CFR 982.552 and 982.553), the family must be given an absolute selection preference and the PHA must refer these families to the project owner for an appropriately sized PBV unit in the project. Admission of eligible in-place families is not subject to income targeting requirements.

This regulatory protection from displacement does not apply to families that are not eligible to participate in the program on the proposal selection date.

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### **17-VI.C. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]**

The PHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and project-based assistance. The PHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by the PHA. If the PHA chooses to offer a separate waiting list for PBV assistance, the PHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If a PHA decides to establish a separate PBV waiting list, the PHA may use a single waiting list for the PHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or buildings or for sets of such units.

#### SNRHA Policy

The PHA will establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. The PHA currently has waiting lists for the following PBV projects:

- Juan Garcia Gardens
- Coronado Drive Senior Housing
- Patriots Place Apartments
- Allegiance Apartments
- Decatur Commons
- ASI Vista del Sol
- Hafen Village

SNRHA will also establish and manage separate waiting lists for the following Rental Assistance Demonstration (RAD) Program conversion to PBV assistance properties:

- Biegger Estates (RAD-1)
- Rose Gardens (RAD-1)
- Espinoza Terrace (RAD-1)
- Landsman (RAD-1)
- Vera Johnson B (RAD-1)
- Lubertha Johnson Estates (RAD-1)
- Marion D. Bennett Sr. Plaza (RAD-1)
- Archie Grant (RAD-1)
- James Downs Towers (RAD-1)
- Hulum Homes (RAD-1)

### **17-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]**

Applicants who will occupy units with PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units. The PHA may place families referred by the PBV owner on its PBV waiting list.

#### **Income Targeting [24 CFR 983.251(c)(6)]**

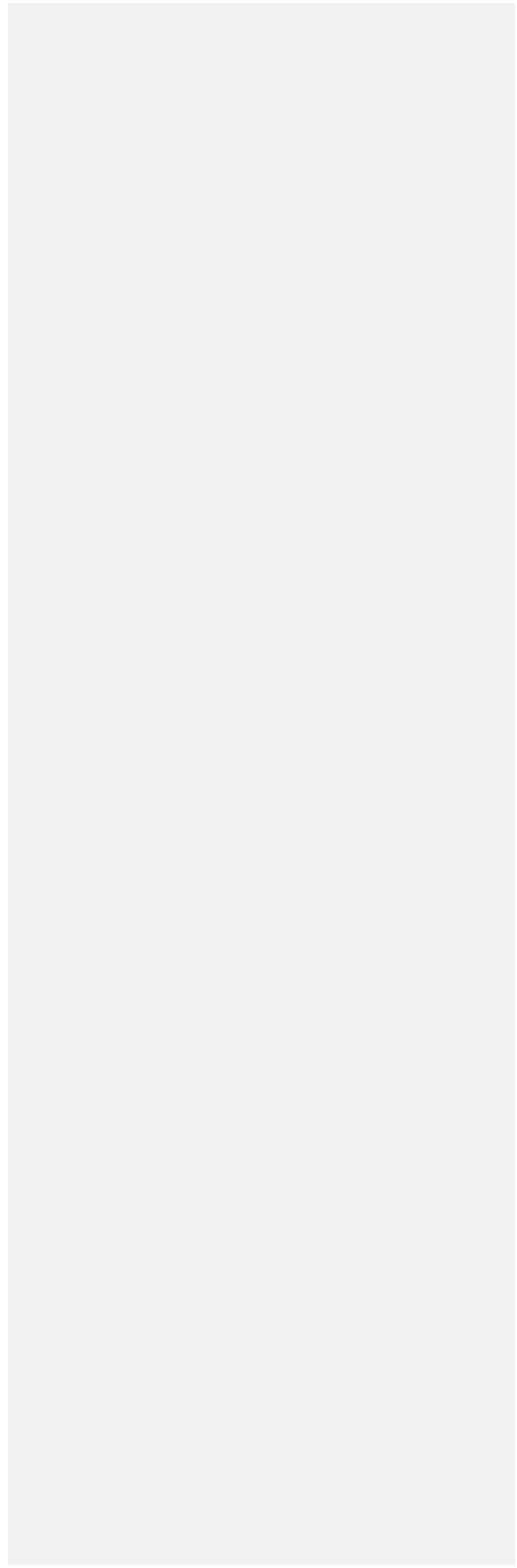


At least 75 percent of the families admitted to the PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely low-income families. The income targeting requirement applies to the total of admissions to both programs.

**Units with Accessibility Features [24 CFR 983.251(c)(7)]**

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

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### **Preferences [24 CFR 983.251(d), FR Notice 11/24/08]**

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units. The PHA must provide an absolute selection preference for eligible in-place families as described in Section 17-VI.B. above.

The PHA may establish a selection preference for families who qualify for voluntary services, including disability-specific services, offered in conjunction with assisted units, provided that preference is consistent with the PHA plan. The PHA may not, however, grant a preference to a person with a specific disability [FR Notice 1/18/17].

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible disabled persons who may benefit from services provided in the project. In these projects, disabled residents may not be required to accept the particular services offered as a condition of occupancy.

If the PHA has projects with “excepted units” for elderly families or supportive services, the PHA must give preference to such families when referring families to these units [24 CFR 983.261(b); FR Notice 1/18/17].

#### SNRHA Policy

The PHA will provide a selection preference when required by the regulation (e.g., eligible in-place families, elderly families or units with supportive services, or mobility impaired persons for accessible units).

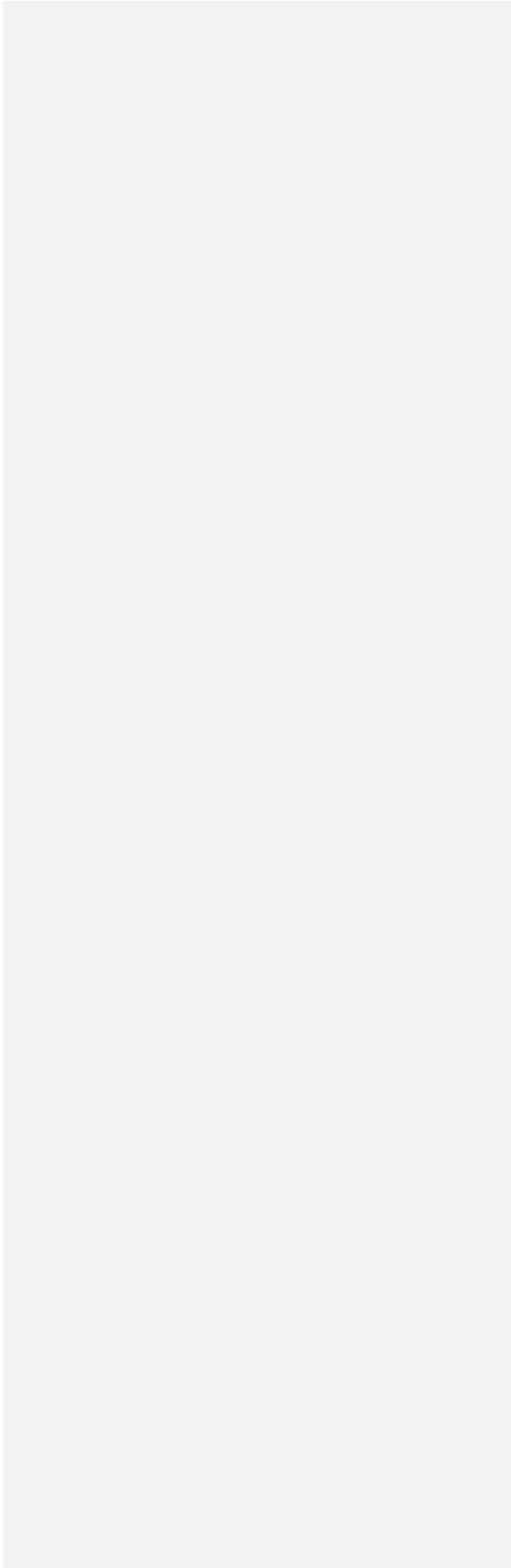
- Juan Garcia Gardens
- Coronado Drive Senior Housing – Elderly Preference
- Patriots Place Apartments – Veteran’s Preference
- Allegiance Apartments – Veteran’s Preference
- Decatur Commons – Elderly Preference
- ASI Vista del Sol
- Hafen Village

SNRHA will also establish and manage separate waiting lists for the following Rental Assistance Demonstration (RAD) Program conversion to PBV assistance properties:

- Biegger Estates (RAD-1)
- Rose Gardens (RAD-1) – Elderly Preference
- Espinoza Terrace (RAD-1)
- Landsman (RAD-1)
- Vera Johnson B (RAD-1)
- Lubertha Johnson Estates (RAD-1) – Elderly Preference
- Marion D. Bennett Sr. Plaza (RAD-1) – Elderly/Disabled Preference

- Archie Grant (RAD-1) – Elderly Preference
- James Downs Towers (RAD-1) – Elderly Preference
- Hulum Homes (RAD-1)

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## **17-VI.E. OFFER OF PBV ASSISTANCE**

### **Refusal of Offer [24 CFR 983.251(e)(3)]**

The PHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refuse to list the applicant on the waiting list for tenant-based voucher assistance;
- Deny any admission preference for which the applicant qualifies;
- Change the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the PHA's selection policy;
- Remove the applicant from the tenant-based voucher waiting list.

### **Disapproval by Landlord [24 CFR 983.251(e)(2)]**

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

### **Acceptance of Offer [24 CFR 983.252]**

#### ***Family Briefing***

When a family accepts an offer for PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the PHA must provide a briefing packet that explains how the PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

#### ***Persons with Disabilities***

If an applicant family's head or spouse is disabled, the PHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, the PHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

#### ***Persons with Limited English Proficiency***

The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

## **17-VI.F. OWNER SELECTION OF TENANTS**

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection [24 CFR 983.253(a)(2) and (a)(3)].

### **Leasing [24 CFR 983.253(a)]**

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the PHA from the PHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the PHA's subsidy standards.

### **Filling Vacancies [24 CFR 983.254(a)]**

The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

#### SNRHA Policy

The owner must notify the PHA in writing (mail, fax, or email) within five business days of learning about any vacancy or expected vacancy.

The PHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

### **Reduction in HAP Contract Units Due to Vacancies [24 CFR 983.254(b)]**

If any contract units have been vacant for 120 or more days since owner notice of the vacancy, the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (according to the bedroom size) that have been vacant for this period.

#### SNRHA Policy

If any contract units have been vacant for 120 days, the PHA will give notice to the owner that the HAP contract will be amended to reduce the number of contract units that have been vacant for this period. The PHA will provide the notice to the owner within 10 business days of the 120<sup>th</sup> day of the vacancy. The amendment to the HAP contract will be effective the 1<sup>st</sup> day of the month following the date of the PHA's notice.

## **17-VI.G. TENANT SCREENING [24 CFR 983.255]**

### **PHA Responsibility**

The PHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

#### SNRHA Policy

The PHA will not conduct screening to determine a PBV applicant family's suitability for tenancy.

The PHA must provide the owner with an applicant family's current and prior address (as shown in PHA records) and the name and address (if known by the PHA) of the family's current landlord and any prior landlords.

In addition, the PHA may offer the owner other information the PHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. The PHA must provide applicant families a description of the SNRHA Policy on providing information to owners, and the PHA must give the same types of information to all owners.

The PHA may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking, except at the written request or with the written consent of the individual providing the documentation [see 24 CFR 5.2007(a)(4)].

#### SNRHA Policy

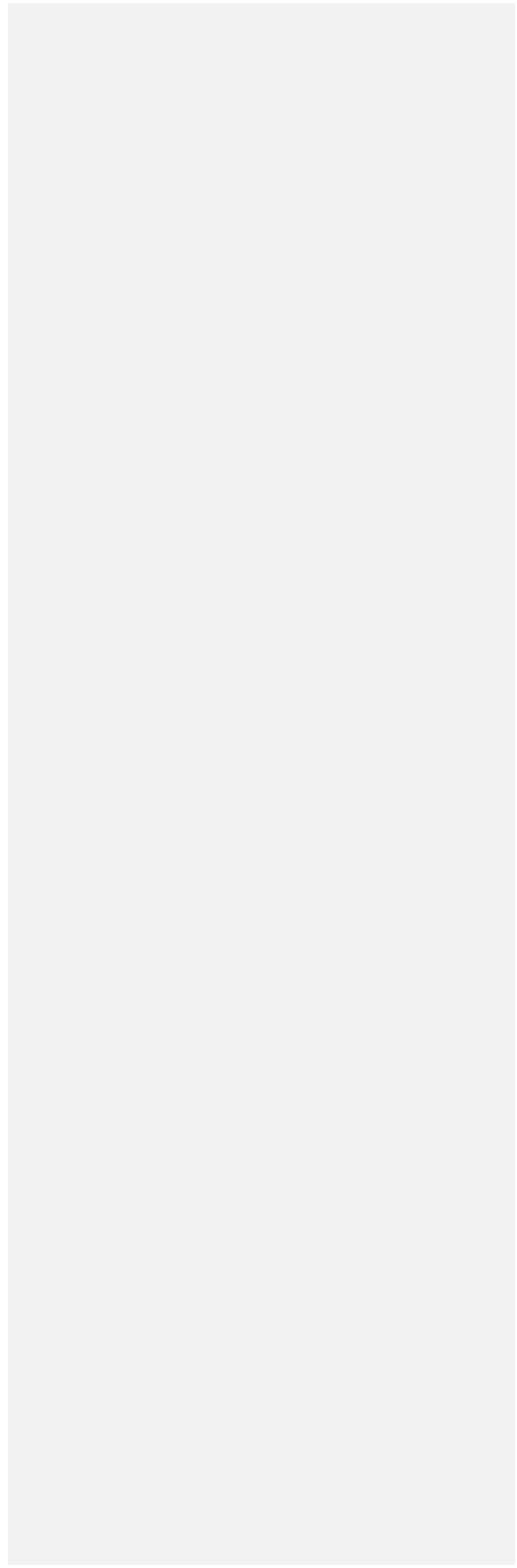
The PHA will inform owners of their responsibility to screen prospective tenants, and will provide owners with the required known name and address information, at the time of the turnover HQS/NSPIRE inspection or before. The PHA will not provide any additional information to the owner, such as tenancy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

### **Owner Responsibility**

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

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

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## PART VII: OCCUPANCY

### 17-VII.A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by the PHA, referred to an owner and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

### 17-VII.B. LEASE [24 CFR 983.256]

The tenant must have legal capacity to enter a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

#### Form of Lease [24 CFR 983.256(b)]

The tenant and the owner must enter into a written lease agreement that is signed by both parties. If an owner uses a standard lease form for rental units to unassisted tenants in the locality or premises, the same lease must be used for assisted tenants, except that the lease must include a HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

If the owner does not use a standard lease form for rental to unassisted tenants, the owner may use another form of lease, such as a PHA model lease.

The PHA may review the owner's lease form to determine if the lease complies with state and local law. If the PHA determines that the lease does not comply with state or local law, the PHA may decline to approve the tenancy.

#### SNRHA Policy

The PHA will not review the owner's lease for compliance with state or local law.

#### Lease Requirements [24 CFR 983.256(c)]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provide by the owner; and
- The amount of any charges for food, furniture, or supportive services.



**Tenancy Addendum [24 CFR 983.256(d)]**

The tenancy addendum in the lease must state:

- The program tenancy requirements;
- The composition of the household as approved by the PHA (the names of family members and any PHA-approved live-in aide);
- All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.

**Initial Term and Lease Renewal [24 CFR 983.256(f)]**

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g. month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- The PHA terminates the HAP contract
- The PHA terminates assistance for the family

**Changes in the Lease [24 CFR 983.256(e)]**

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the PHA a copy of all changes.

The owner must notify the PHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the PHA and in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

**Owner Termination of Tenancy [24 CFR 983.257]**

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

***Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]***

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by SNRHA Policy. According to program requirements, the family’s assistance must be terminated if they are absent from the unit for more than 180 consecutive days. PHA termination of assistance actions due to family absence from the unit are subject to 24 CFR 981.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

**Continuation of Housing Assistance Payments [24 CFR 982.258]**

Housing assistance payments shall continue until the tenant rent equals the rent to owner. The cessation of housing assistance payments at such point will not affect the family's other rights under its lease, nor will such cessation preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within 180 days following the date of the last housing assistance payment by the PHA. After the 180-day period, the unit shall be removed from the HAP contract pursuant to 24 CFR 983.211.

SNRHA Policy

If a participating family receiving zero assistance experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify the PHA of the change and request an interim reexamination before the expiration of the 180-day period.

**Security Deposits [24 CFR 983.259]**

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

SNRHA Policy

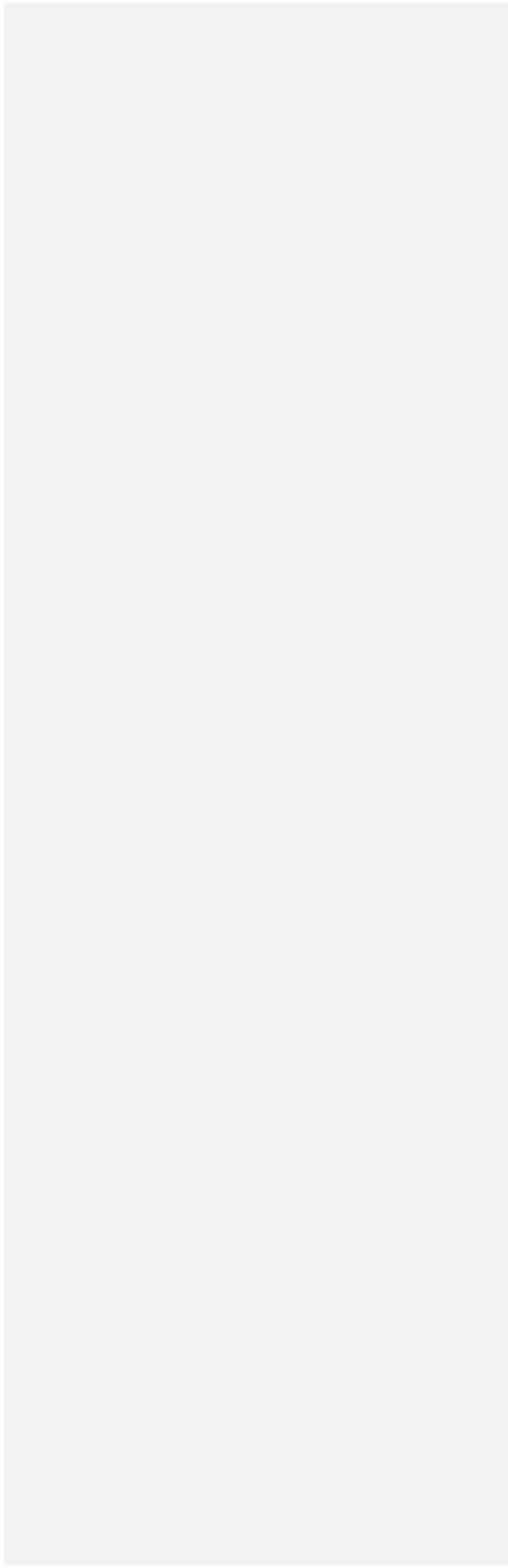
The PHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

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## 17-VII.C. MOVES

### **Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260]**

If the PHA determines that a family is occupying a wrong size unit, based on the PHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the PHA must promptly notify the family and the owner of this determination, and the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

#### SNRHA Policy

The PHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the PHA's determination. The PHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

- PBV assistance in the same building or project;
- PBV assistance in another project; and
- Tenant-based voucher assistance.

If the PHA offers the family a tenant-based voucher, the PHA must terminate the housing assistance payments for a wrong-sized or accessible unit at the earlier of the expiration of the term of the family's voucher (including any extension granted by the PHA) or the date upon which the family vacates the unit. If the family does not move out of the wrong-sized unit or accessible unit by the expiration of the term of the family's voucher, the PHA must remove the unit from the HAP contract.

If the PHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the PHA and remove the unit from the HAP contract.

#### SNRHA Policy

When the PHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, the PHA will terminate the housing assistance payments at the expiration of this 30-day period.

The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

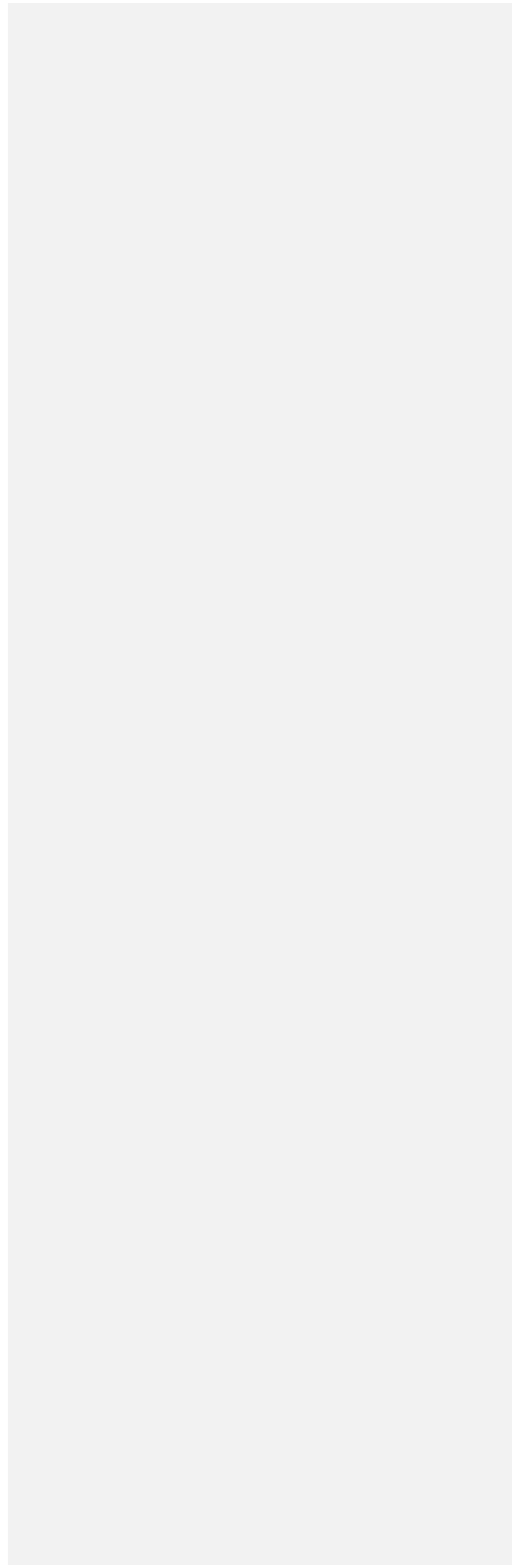
**Family Right to Move [24 CFR 983.261]**

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the PHA. If the family wishes to move with continued tenant-based assistance, the family must contact the PHA to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, the PHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

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### **Emergency Transfers under VAWA [Notice PIH 2017-08]**

Except where special consideration is needed for the project-based voucher program, the PHA will follow VAWA policies as outlined in Chapter 16 Part IX of this administrative plan, including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA (Exhibit 16-4).

HUD requires that the PHA include policies that address when a victim has been living in a unit for less than a year or when a victim seeks to move sooner than a tenant-based voucher is available.

#### SNRHA Policy

When the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking has lived in the unit for less than one year, the PHA will provide several options for continued assistance.

The PHA will first try to transfer the participant to another PBV unit in the same development or transfer to a different development where the PHA has PBV units. The PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to either tenant-based rental assistance (HCV) or assistance in the PHA's public housing program. Such a decision will be made by the PHA based on the availability of tenant-based vouchers and/or vacancies in public housing units. Such families must be selected from the waiting list for the applicable program. The PHA has adopted a waiting list preference for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking in both its HCV and public housing programs in order to expedite this process. See Section 4-III.C. of this administrative plan.

If a victim wishes to move after a year of occupancy in the unit, but no tenant-based vouchers are available, the PHA will offer the participant an internal transfer to another PBV unit in the same development or a transfer to a different development where the PHA has PBV units. The PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to the PHA's public housing program. The PHA has adopted a waiting list preference for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking as part of the public housing ACOP in order to expedite this process.

### **17-VII.D. EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.262]**

As of April 17, 2018, the PHA may not pay housing assistance under a PBV HAP contract for more than the greater of 25 units or 25 percent of the number of dwelling units in a project unless:

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project

If the project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17].

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received Family Self-Sufficiency (FSS) supportive services or any other service as defined by the PHA and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit. However, if the FSS family fails to successfully complete the FSS contract of participation or supportive services objective and consequently is no longer eligible for the supportive services, the family must vacate the unit within a reasonable period of time established by the PHA, and the PHA shall cease paying HAP on behalf of the family.

Further, when a family (or remaining members of a family) residing in an excepted unit no longer meets the criteria for a “qualifying family” because the family is no longer an elderly family due to a change in family composition, the PHA has the discretion to allow the family to remain in the excepted unit. If the PHA does not exercise this discretion, the family must vacate the unit within a reasonable period of time established by the PHA, and the PHA must cease paying housing assistance payments on behalf of the non-qualifying family.

Individuals in units with supportive services who choose to no longer participate in a service or who no longer qualify for services they qualified for at the time of initial occupancy cannot subsequently be denied continued housing opportunity because of this changed circumstance. A PHA or owner cannot determine that a participant’s needs exceed the level of care offered by qualifying services or require that individuals be transitioned to different projects based on service needs.

If the family fails to vacate the unit within the established time, the unit must be removed from the HAP contract unless the project is partially assisted, and it is possible for the HAP contract to be amended to substitute a different unit in the building in accordance with program requirements; or the owner terminates the lease and evicts the family. The housing assistance payments for a family residing in an excepted unit that is not in compliance with its family obligations to comply with supportive services requirements must be terminated by the PHA.

The PHA may allow a family that initially qualified for occupancy of an excepted unit based on elderly family status to continue to reside in a unit, where through circumstances beyond the control of the family (e.g., death of the elderly family member or long-term or permanent hospitalization or nursing care), the elderly family member no longer resides in the unit. In this case, the unit may continue to be counted as an excepted unit for as long as the family resides in that unit. Once the family vacates the unit, in order to continue as an excepted unit under the HAP contract, the unit must be made available to and occupied by a qualified family.

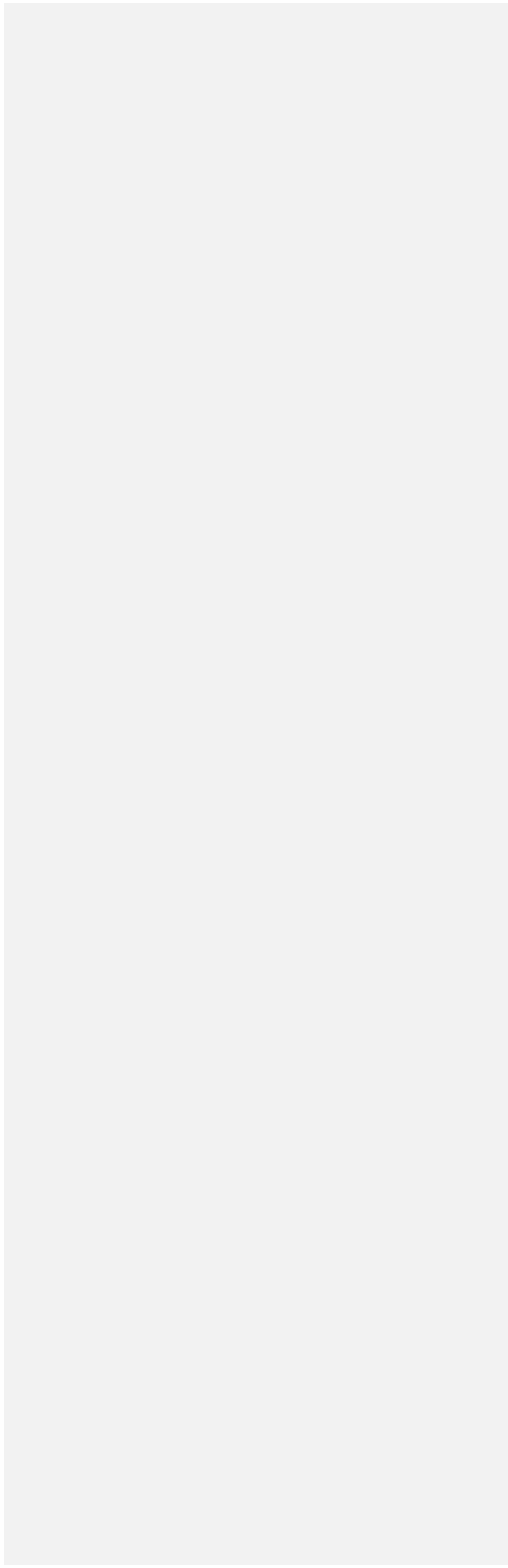
SNRHA Policy

The PHA will allow families who initially qualified to live in an excepted unit to remain when circumstances change due to circumstances beyond the remaining family members' control.

In all other cases, the PHA will provide written notice to the family and owner within 10 business days of making the determination. The family will be given 30 days from the date of the notice to move out of the PBV unit. If the family does not move out within this 30-day time frame, the PHA will terminate the housing assistance payments at the expiration of this 30-day period.

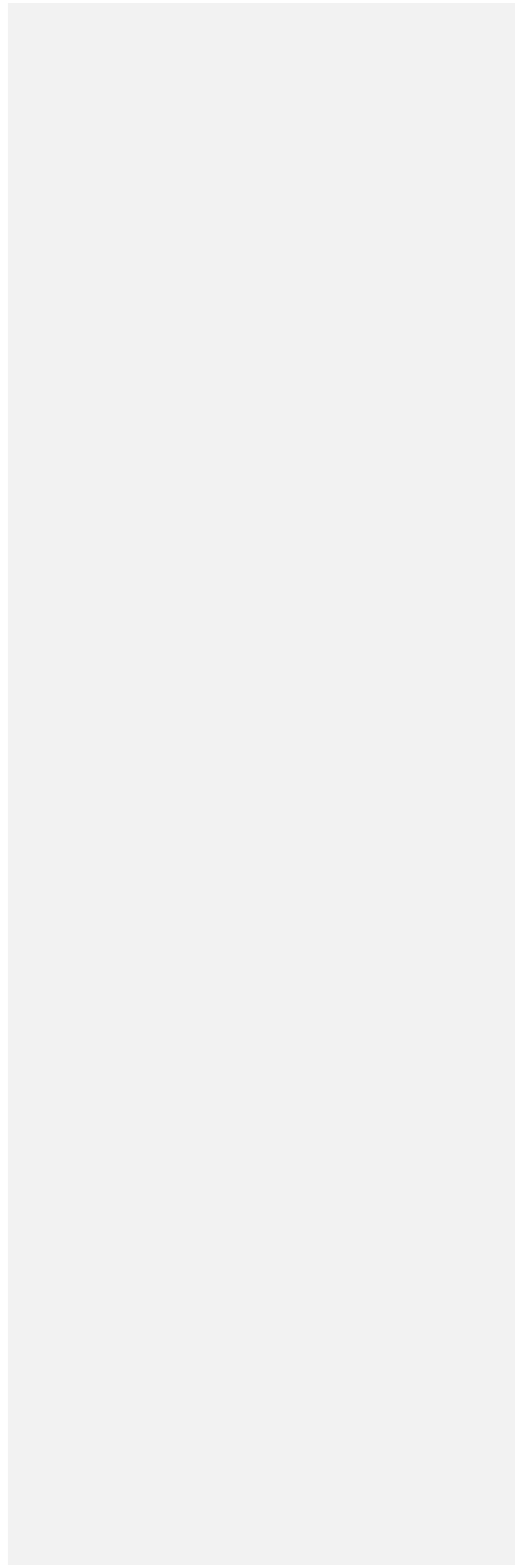
The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

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## **PART VIII: DETERMINING RENT TO OWNER**

### **17-VIII.A. OVERVIEW**

The amount of the initial rent to an owner of units receiving PBV assistance is established at the beginning of the HAP contract term. Although for rehabilitated or newly constructed housing, the agreement to enter into HAP Contract (Agreement) states the estimated amount of the initial rent to owner, the actual amount of the initial rent to owner is established at the beginning of the HAP contract term.

During the term of the HAP contract, the rent to owner is redetermined at the owner's request in accordance with program requirements, and at such time that there is a ten percent or greater decrease in the published FMR.

### **17-VIII.B. RENT LIMITS [24 CFR 983.301]**

Except for certain tax credit units (discussed below), the rent to owner must not exceed the lowest of the following amounts:

- An amount determined by the PHA, not to exceed 110 percent of the applicable fair market rent (or any HUD-approved exception payment standard) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

#### **Certain Tax Credit Units [24 CFR 983.301(c)]**

For certain tax credit units, the rent limits are determined differently than for other PBV units. Different limits apply to contract units that meet all of the following criteria:

- The contract unit receives a low-income housing tax credit under the Internal Revenue Code of 1986;
- The contract unit is not located in a qualified census tract;
- There are comparable tax credit units of the same bedroom size as the contract unit in the same project, and the comparable tax credit units do not have any form of rental assistance other than the tax credit; and
- The tax credit rent exceeds 110 percent of the fair market rent or any approved exception payment standard;

For contract units that meet all of these criteria, the rent to owner must not exceed the lowest of:

- The tax credit rent minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

### **Definitions**

A *qualified census tract* is any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50 percent of households have an income of less than 60 percent of Area Median Gross Income (AMGI), or where the poverty rate is at least 25 percent and where the census tract is designated as a qualified census tract by HUD.

*Tax credit rent* is the rent charged for comparable units of the same bedroom size in the project that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

### **Reasonable Rent [24 CFR 983.301(e) and 983.302(c)(2)]**

The PHA must determine reasonable rent in accordance with 24 CFR 983.303. The rent to owner for each contract unit may at no time exceed the reasonable rent, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner and, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent. However, the rent to owner must be reduced in the following cases:

- To correct errors in calculations in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 24 CFR 983.55
- If a decrease in rent to owner is required based on changes in the allocation of the responsibility for utilities between owner and tenant

If the PHA has not elected within the HAP contract to establish the initial rent to owner as the rent floor, the rent to owner shall not at any time exceed the reasonable rent.

#### SNRHA Policy

The PHA will elect within the HAP contract not to reduce rents below the initial level, with the exception of circumstances listed in 24 CFR 983.302(c)(2). If, upon redetermination of the rent to owner, the reasonable rent would result in a rent below the initial rent, the PHA will use the higher initial rent to owner amount.

### **Use of FMRs, Exception Payment Standards, and Utility Allowances [24 CFR 983.301(f)]**

When determining the initial rent to owner, the PHA must use the most recently published FMR in effect and the utility allowance schedule in effect at execution of the HAP contract. When redetermining the rent to owner, the PHA must use the most recently published FMR and the utility allowance schedule in effect at the time of redetermination. At its discretion, the PHA may for initial rent, use the amounts in effect at any time during the 30-day period immediately before the beginning date of the HAP contract, or for redeterminations of rent, the 30-day period immediately before the redetermination date.

Any HUD-approved exception payment standard amount under the tenant-based voucher program also applies to the project-based voucher program. HUD will not approve a different exception payment stand amount for use in the PBV program.

Likewise, the PHA may not establish or apply different utility allowance amounts for the PBV program. The same utility allowance schedule applies to both the tenant-based and project-based voucher programs.

#### SNRHA Policy

Upon written request by the owner, the PHA will consider using the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent. The owner must explain the need to use the previous FMRs or utility allowances and include documentation in support of the request. The PHA will review and make a decision based on the circumstances and merit of each request.

In addition to considering a written request from an owner, the PHA may decide to use the FMR or utility allowances in effect during the 30-day period before the start date of the HAP, or redetermination of rent, if the PHA determines it is necessary due to PHA budgetary constraints.

### **Use of Small Area FMRs (SAFMRs) [24 CFR 888.113(h)]**

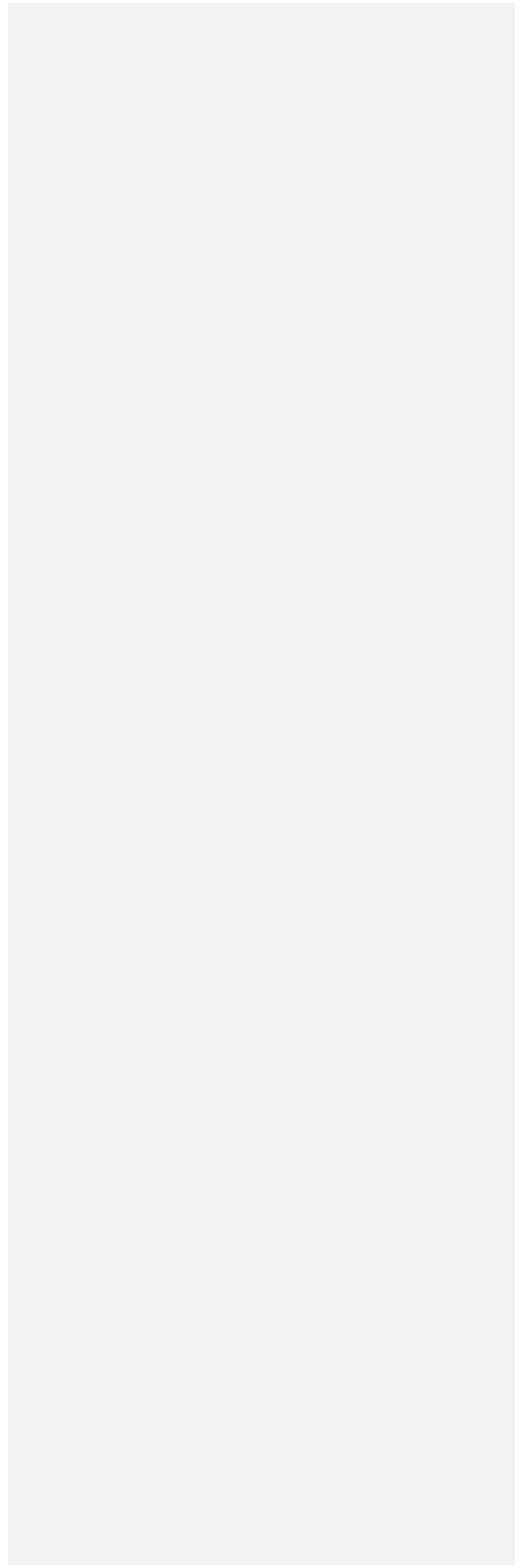
While small area FMRs (SAFMRs) do not apply to PBV projects, PHAs that operate a tenant-based program under SAFMRs may apply SAFMRs to all future PBV HAP contracts. If the PHA adopts this policy, it must apply to all future PBV projects and the PHA's entire jurisdiction. The PHA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if the PHA subsequently changes its policy.

Further, the PHA may apply SAFMRs to current PBV projects where the notice of owner selection was made on or before the effective date of PHA implementation, provided the owner is willing to mutually agree to doing so and the application is prospective. The PHA and owner may not subsequently choose to revert back to use of the FMRs once the SAFMRs have been adopted, even if the PHA subsequently changes its policy. If rents increase as a result of the use of SAFMRs, the rent increase may not be effective until the first anniversary of the HAP contract.

#### SNRHA Policy

The PHA will not apply SAFMRs to the PHA's PBV program.

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### **Redetermination of Rent [24 CFR 983.302]**

The PHA must redetermine the rent to owner upon the owner's request or when there is a 10 percent or greater decrease in the published FMR.

#### ***Rent Increase***

If an owner wishes to request an increase in the rent to owner from the PHA, it must be requested at the annual anniversary of the HAP contract (see Section 17-V.D.). The request must be in writing and in the form and manner required by the PHA. The PHA may only make rent increases in accordance with the rent limits described previously. There are no provisions in the PBV program for special adjustments (e.g., adjustments that reflect increases in the actual and necessary expenses of owning and maintaining the units which have resulted from substantial general increases in real property taxes, utility rates, or similar costs).

#### SNRHA Policy

An owner's request for a rent increase must be submitted to the PHA 60 days prior to the anniversary date of the HAP contract and must include the new rent amount the owner is proposing.

The PHA may not approve, and the owner may not receive any increase of rent to owner, until and unless the owner has complied with requirements of the HAP contract, including compliance with NSPIRE. The owner may not receive any retroactive increase of rent for any period of noncompliance.

#### ***Rent Decrease***

If there is a decrease in the rent to owner, as established in accordance with program requirements such as a change in the FMR or exception payment standard, or reasonable rent amount, the rent to owner must be decreased regardless of whether the owner requested a rent adjustment, except where the PHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

#### ***Notice of Rent Change***

The rent to owner is redetermined by written notice by the PHA to the owner specifying the amount of the redetermined rent. The PHA notice of rent adjustment constitutes an amendment of the rent to owner specified in the HAP contract. The adjusted amount of rent to owner applies for the period of 12 calendar months from the annual anniversary of the HAP contract.

#### SNRHA Policy

The PHA will provide the owner with at least 30 days written notice of any change in the amount of rent to owner.

### **PHA-Owned Units [24 CFR 983.301(g)]**

For PHA-owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP contract are determined by the independent entity approved by HUD. The PHA must use the rent to owner established by the independent entity.

### **17-VIII.C. REASONABLE RENT [24 CFR 983.303]**

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the PHA, except where the PHA has elected within the HAP contract to not reduce rents below the initial rent under the initial HAP contract.

#### **When Rent Reasonable Determinations Are Required**

The PHA must redetermine the reasonable rent for a unit receiving PBV assistance whenever any of the following occur:

- There is a 10 percent or greater decrease in the published FMR in effect 60 days before the contract anniversary (for the unit sizes specified in the HAP contract) as compared with the FMR that was in effect one year before the contract anniversary date;
- The PHA approves a change in the allocation of responsibility for utilities between the owner and the tenant;
- The HAP contract is amended to substitute a different contract unit in the same building or project; or
- There is any other change that may substantially affect the reasonable rent.

#### **How to Determine Reasonable Rent**

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the PHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

#### ***Comparability Analysis***

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by the PHA. The comparability analysis may be performed by PHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

#### **PHA-Owned Units**

For PHA-owned units, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for PHA-owned units to the PHA and to the HUD field office where the project is located.

### **Owner Certification of Reasonable Rent**

By accepting each monthly housing assistance payment, the owner certifies that the rent to owner is not more than rent charged by the owner for other comparable unassisted units in the premises. At any time, the PHA may require the owner to submit information on rents charged by the owner for other units in the premises or elsewhere.

### **17-VIII.D. EFFECT OF OTHER SUBSIDY AND RENT CONTROL**

In addition to the rent limits discussed in Section 17-VIII.B above, other restrictions may limit the amount of rent to owner in a PBV unit. In addition, certain types of subsidized housing are not even eligible to receive PBV assistance (see Section 17-II.D).

#### **Other Subsidy [24 CFR 983.304]**

To comply with HUD subsidy layering requirements, at the discretion of HUD or its designee, a PHA shall reduce the rent to owner because of other governmental subsidies, including tax credits or tax exemptions, grants, or other subsidized funding.

For units receiving assistance under the HOME program, rents may not exceed rent limits as required by that program.

For units in any of the following types of federally subsidized projects, the rent to owner may not exceed the subsidized rent (basic rent) or tax credit rent as determined in accordance with requirements for the applicable federal program:

- An insured or non-insured Section 236 project;
- A formerly insured or non-insured Section 236 project that continues to receive Interest Reduction Payment following a decoupling action;
- A Section 221(d)(3) below market interest rate (BMIR) project;
- A Section 515 project of the Rural Housing Service;
- Any other type of federally subsidized project specified by HUD.

#### ***Combining Subsidy***

Rent to owner may not exceed any limitation required to comply with HUD subsidy layering requirements.

#### **Rent Control [24 CFR 983.305]**

In addition to the rent limits set by PBV program regulations, the amount of rent to owner may also be subject to rent control or other limits under local, state, or federal law.



## **PART IX: PAYMENTS TO OWNER**

### **17-IX.A. HOUSING ASSISTANCE PAYMENTS [24 CFR 983.351]**

During the term of the HAP contract, the PHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with NSPIRE standards and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

Except for discretionary vacancy payments, the PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the PHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

### **17-IX.B. VACANCY PAYMENTS [24 CFR 983.352]**

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

#### SNRHA Policy

If the PHA determines that the owner is responsible for a vacancy and, as a result, is not entitled to the keep the housing assistance payment, the PHA will notify the landlord of the amount of housing assistance payment that the owner must repay. The PHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner. The PHA may only make vacancy payments if:

- The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

#### SNRHA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified the PHA of the vacancy in accordance with the policy in Section 17-VI.F. regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the PHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the PHA within 10 business days of the PHA's request, no vacancy payments will be made.

### **17-IX.C. TENANT RENT TO OWNER [24 CFR 983.353]**

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the PHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the PHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the PHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

#### **Tenant and PHA Responsibilities**

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the PHA.

Likewise, the PHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The PHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The PHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

#### **Utility Reimbursements**

If the amount of the utility allowance exceeds the total tenant payment, the PHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The PHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

#### **SNRHA Policy**

The PHA will make utility reimbursements to the family.

**17-IX.D. OTHER FEES AND CHARGES [24 CFR 983.354]**

**Meals and Supportive Services**

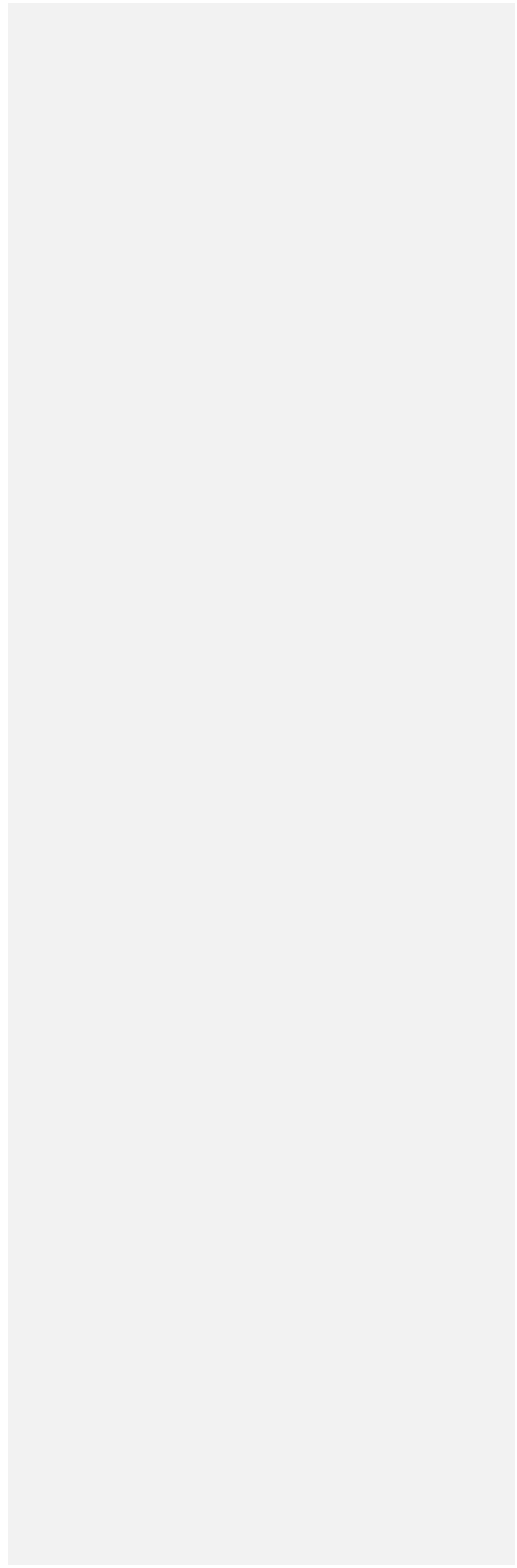
With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

**Other Charges by Owner**

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

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**EXHIBIT 17-1: WARDELLE STREET TOWNHOUSES**

**Date:** 10/26/2023

**DEVELOPMENT INFORMATION**

**Development Name:** Wardelle Street Townhouses

**Address:** Wardelle Street Townhouses, 700 Wardelle St, Las Vegas, NV 89101

**Owner Information:** Wardelle Street Townhouses LLC, 2460 Professional Ct, Suite 200 , Las Vegas, NV, 89128

**Property Management Company:** Southern Nevada Regional Housing Authority [SNRHA], (702) 477 - 3100

**PHA-Owned:** Yes

**Mixed Finance Development:** Yes

**HAP CONTRACT**

**Effective Date of Contract:** 12/1/2020

**HOTMA Requirements:** Post-HOTMA

**Term of HAP Contract:** 20 years

**Expiration Date of Contract:** 12/1/2040

**PBV UNITS**

|                              | <b>1 BR</b> | <b>2 BR</b> | <b>3 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|-------------|--------------|
| <b># of Units</b>            | 14          | 15          | 8           | <b>37</b>    |
| <b>Initial Contract Rent</b> | \$870       | \$1077      | \$1558      |              |

**Structure Type:** New Construction - Townhouse

**Housing Type:** Single Room Occupancy

**UTILITY RESPONSIBILITY**

| <b>Utility</b>   | <b>Fuel Type<br/>(Gas, Electric, Oil,<br/>Coal, Other)</b> | <b>Paid By<br/>(Tenant/Owner)</b> | <b>Provided By<br/>(Tenant/Owner)</b> |
|------------------|--|-----------------------------------|---------------------------------------|
| Heating          | Electric   | Tenant                            | Owner                                 |
| Cooking          | Electric   | Tenant                            | Owner                                 |
| Water Heating    | Electric   | Tenant                            | Owner                                 |
| Other Electric   |  | Tenant                            | Owner                                 |
| Water            |  | Owner                             | Owner                                 |
| Sewer            |  | Owner                             | Owner                                 |
| Trash Collection |  | Owner                             | Owner                                 |
| Air Conditioning |  | Owner                             | Owner                                 |
| Refrigerator     |  |                                   |                                       |
| Range/Microwave  |  |                                   |                                       |
| Other (specify)  |  |                                   |                                       |

**Accessible Units and Features:** 4-mobility impaired/ 3- hearing or sight impaired units

[Identify which units are accessible and describe accessibility features or enter "None"]

**Target Population:** Disabled/Eligible for Supportive Services [Describe targeted population in accordance with HAP contract or enter "None"]

**Excepted Units:** Yes, 57

**Supportive Services:** Yes, 57

**Elderly Units:** No

**Disabled Units:** Yes, 4-mobility impaired/ 2- hearing or sight impaired 2 units

**FUPY/FYI Units:** No

**Are units excepted because they are located in a low-poverty census tract area?:** No

### **WAITING LIST AND SELECTION**

**Waiting List Type:** Site Specific Waiting List - Wardelle

**Preferences:** Same as HCV; see Chapter 4

**Preference Verification:** Same as HCV; see Chapter 7

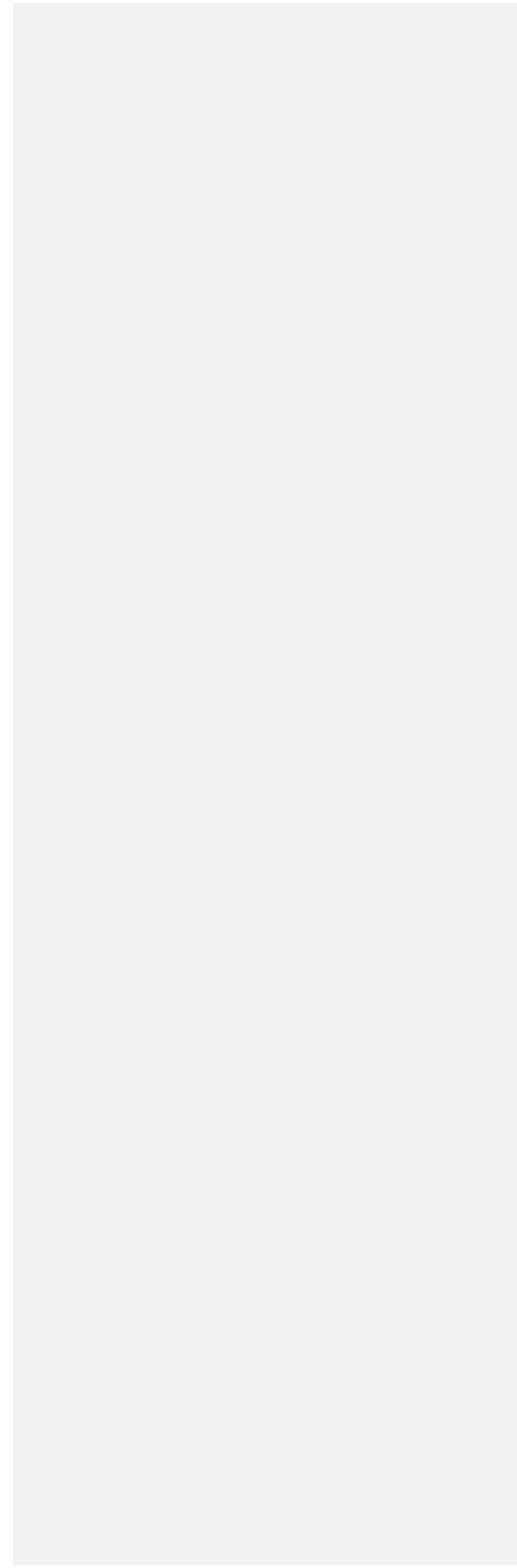
**For the PBV program, is the income limit the same as the HCV program?** Same as HCV; see Chapter 3

### **OCCUPANCY**

**Subsidy Standards:** Same as HCV; see Chapter 5

**Vacancy Payments: Yes** The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA and cannot exceed the monthly rent to owner under the assisted lease minus any portion of the rental payment received by the owner. Any vacancy payment may cover only the period the unit remains vacant.

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**EXHIBIT 17-2: PATRIOT'S PLACE APARTMENTS PBV DEVELOPMENT  
INFORMATION**

**Date:** 10/26/2023

**DEVELOPMENT INFORMATION**

**Development Name:** Patriot's Place Apartments

**Address:** 4245 S Pecos Rd, Las Vegas, NV 89121

**Owner Information:** Veterans Supportive Housing LLC , (702) 791- 9077

**Property Management Company:** Accessible Space, (651) 645 - 7271

**PHA-Owned:** No

**Mixed Finance Development:** Yes - Clark County HOME/HTF, Limited Partner Equity, Def. Dev. Fee, LIHTC

**HAP CONTRACT**

**Effective Date of Contract:** 8/1/2017

**HOTMA Requirements:** Post-HOTMA

**Term of HAP Contract:** 15 years

**Expiration Date of Contract:** 8/1/2032

**PBV UNITS**

|                              | <b>1 BR</b> | <b>2 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|--------------|
| <b>#VASH PBV of Units</b>    | 11          | 2           | <b>13</b>    |
| <b>#PBV Units</b>            | 30          | 6           | <b>36</b>    |
| <b>Initial Contract Rent</b> | \$843       | \$1038      |              |

**Structure Type:** 3 Story Apartment Buildings/ 49 Units Total

**Housing Type:** Single Room Occupancy



**UTILITY RESPONSIBILITY**

| <b>Utility</b>   | <b>Fuel Type<br/>(Gas, Electric, Oil,<br/>Coal, Other)</b> | <b>Paid By<br/>(Tenant/Owner)</b> | <b>Provided By<br/>(Tenant/Owner)</b> |
|------------------|--|-----------------------------------|---------------------------------------|
| Heating          | Electric   | Owner                             | Owner                                 |
| Cooking          | Electric   | Owner                             | Owner                                 |
| Water Heating    | Electric   | Owner                             | Owner                                 |
| Other Electric   |  | Owner                             | Owner                                 |
| Water            |  | Owner                             | Owner                                 |
| Sewer            |  | Owner                             | Owner                                 |
| Trash Collection |  | Owner                             | Owner                                 |
| Air Conditioning |  | Owner                             | Owner                                 |
| Refrigerator     |  |                                   |                                       |
| Range/Microwave  |  |                                   |                                       |
| Other (specify)  |  |                                   |                                       |

**Accessible Units and Features:** Wheelchair accessible features in the 25 "Type A" units will include custom designed oversized wheel-in showers, roll-under counters and cook tops, adjustable closet shelves as well as accessible electrical devising including counter-edge outlets and oven/fan controls

**Target Population:** Homeless and very low-income veterans and disabled households.

**Excepted Units:**

**Supportive Services:** Yes, see Exhibit D of HAP Contract

**Elderly Units:** Yes

**Disabled Units:** Yes

**FUPY/FYI Units:** No

**Are units excepted because they are located in a low-poverty census tract area?:** No

## WAITING LIST AND SELECTION

**Waiting List Type:** Waiting list for entire PBV program

**Preferences:** Foster Youth Preference, Previously Terminated for Insufficient Funding, Federally Declared Disasters, Working Preference, Veteran Preference, Residency Preference, Disabled Veteran, Family of Deceased Veteran

**Preference Verification:** Same as HCV; see Chapter 4

**For the PBV program, is the income limit the same as the HCV program?** Same as HCV; see Chapter 3

## OCCUPANCY

**Subsidy Standards:** Same as HCV; see Chapter 5

**Vacancy Payments:** Yes, per HAP-C

**EXHIBIT 17-3: JUAN GARCIA GARDENS APARTMENTS PBV DEVELOPMENT INFORMATION**

**Date:** 10/26/2023

**DEVELOPMENT INFORMATION**

**Development Name:** Juan Garcia Gardens Apartments

**Address:** 2851 Sunrise St, Las Vegas, NV 89101

**Owner Information:** Ernie Cragin Limited Partnerships, 2009 Alta Drive, Las Vegas, NV 89106

**Property Management Company:** Global Property Management Group LLC,  
(702) 873-8882

**PHA-Owned:** No

**Mixed Finance Development:** No

**HAP CONTRACT**

**Effective Date of Contract:** 12/21/2011

**HOTMA Requirements:** Pre-HOTMA

**Term of HAP Contract:** 15 years

**Expiration Date of Contract:** 12/21/2026

**PBV UNITS**

|                              | <b>1 BR</b> | <b>2 BR</b> | <b>3 BR</b> | <b>4 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|-------------|-------------|--------------|
| <b># of Units</b>            |             |             |             |             | 52           |
| <b>Initial Contract Rent</b> | \$0         | \$697       | \$900       | \$1141      |              |

**Structure Type:** Low-Rise Apartments with 1 to 4 bedroom units

**Housing Type:** Single Room Occupancy

**UTILITY RESPONSIBILITY**

| <b>Utility</b>   | <b>Fuel Type<br/>(Gas, Electric, Oil,<br/>Coal, Other)</b> | <b>Paid By<br/>(Tenant/Owner)</b> | <b>Provided By<br/>(Tenant/Owner)</b> |
|------------------|--|-----------------------------------|---------------------------------------|
| Heating          | Electric   | Tenant                            | Owner                                 |
| Cooking          | Electric   | Tenant                            | Owner                                 |
| Water Heating    | Electric   | Tenant                            | Owner                                 |
| Other Electric   |  | Tenant                            | Owner                                 |
| Water            |  | Owner                             | Owner                                 |
| Sewer            |  | Owner                             | Owner                                 |
| Trash Collection |  | Owner                             | Owner                                 |
| Air Conditioning |  | Owner                             | Owner                                 |
| Refrigerator     |  |                                   |                                       |
| Range/Microwave  |  |                                   |                                       |
| Other (specify)  |  |                                   |                                       |

**Accessible Units and Features:** None

**Target Population:** None

**Excepted Units:** None

- **Supportive Services:** No
- **Elderly Units:** No
- **Disabled Units:** No
- **FUPY/FYI Units:** No
- **Are units excepted because they are located in a low-poverty census tract area?:** No

## WAITING LIST AND SELECTION

**Waiting List Type:** Waiting list for entire PBV program

**Preferences:** Same as HCV; see Chapter 4

**Preference Verification:** Same as HCV; see Chapter 7

**For the PBV program, is the income limit the same as the HCV program?** Same as HCV; see Chapter 3

## OCCUPANCY

**Subsidy Standards:** Same as HCV; see Chapter 5

**Vacancy Payments:** Yes, per HAP-C

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**EXHIBIT 17-4: CORONADO DRIVE SENIOR HOUSING PBV DEVELOPMENT INFORMATION**

**Date:** 10/26/2023

**DEVELOPMENT INFORMATION**

**Development Name:** Coronado Drive Senior Housing

**Address:** 500 N Major Ave, Henderson, NV 89015

**Owner Information:** Coronado Drive Senior Housing LLC, (801) 296-6003

**Property Management Company:** Accessible Space, (651) 645 - 7271

**PHA-Owned:** No

**Mixed Finance Development:** Yes

**HAP CONTRACT**

**Effective Date of Contract:** 8/15/2011

**HOTMA Requirements:** Pre-HOTMA

**Term of HAP Contract:** 15 years

**Expiration Date of Contract:** 8/15/2026

**PBV UNITS**

|                              | <b>1 BR</b> | <b>2 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|--------------|
| <b># of Units</b>            | 22          | 8           | <b>30</b>    |
| <b>Initial Contract Rent</b> | \$907       | \$1067      |              |

**Structure Type:** 2-story apartment building with 1 elevator

**Housing Type:** Single Room Occupancy

**UTILITY RESPONSIBILITY**

| <b>Utility</b>   | <b>Fuel Type<br/>(Gas, Electric, Oil,<br/>Coal, Other)</b> | <b>Paid By<br/>(Tenant/Owner)</b> | <b>Provided By<br/>(Tenant/Owner)</b> |
|------------------|--|-----------------------------------|---------------------------------------|
| Heating          | Electric   | Owner                             | Owner                                 |
| Cooking          | Electric   | Owner                             | Owner                                 |
| Water Heating    | Electric   | Owner                             | Owner                                 |
| Other Electric   |  | Tenant                            | Tenant                                |
| Water            |  | Owner                             | Owner                                 |
| Sewer            |  | Owner                             | Owner                                 |
| Trash Collection |  | Owner                             | Owner                                 |
| Air Conditioning |  | Owner                             | Owner                                 |
| Refrigerator     |  |                                   |                                       |
| Range/Microwave  |  |                                   |                                       |
| Other (specify)  |  |                                   |                                       |

**Accessible Units and Features:** Coronado Drive Apartments includes fifteen (15) “Type A” fully accessible units, eleven (11) one-bedroom units and four (4) two-bedroom units. All Type A units are also hearing and visually impaired ready. The remaining forty-five (45) “type B” units include appropriate wheelchair turning radii, showers with pull-down seats and grab bars, and other design elements to accommodate aging in place.

**Target Population:** Elderly/Disabled

- **Excepted Units:** Elderly/y & Disabled Units
- **Supportive Services:** Yes, see Exhibit D of HAP Contract
- **Elderly Units:** Yes, 30 units
- **Disabled Units:** Yes, 30 units
- **FUPY/FYI Units:** No
- **Are units excepted because they are located in a low-poverty census tract area?:** No

## WAITING LIST AND SELECTION

**Waiting List Type:** Waiting list for entire PBV program

**Preferences:** Same as HCV; see Chapter 4

**Preference Verification:** Same as HCV; see Chapter 7

**For the PBV program, is the income limit the same as the HCV program?** Same as HCV; see Chapter 3

## OCCUPANCY

**Subsidy Standards:** Same as HCV; see Chapter 5

**Vacancy Payments:** Yes, per HAP-C

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**EXHIBIT 17-5: DECATUR COMMONS FAMILY APARTMENTS**

**Date:** 10/31/2023

**DEVELOPMENT INFORMATION**

**Development Name:** Decatur Commons Family Apartments

**Address:** 5151 Meadows Lane, Las Vegas, NV 89107

**Owner Information:** Decatur & Alta Tax Exempt Bonds Limited Partnership,  
(702) 410 - 2703

**Property Management Company:** Nevada Hand, (702) 739 - 3345

**PHA-Owned:** No

**Mixed Finance Development:** No

**HAP CONTRACT**

**Effective Date of Contract:** 11/23/2022

**HOTMA Requirements:** Post-HOTMA

**Term of HAP Contract:** 20 years

**Expiration Date of Contract:** 11/23/2042

**PBV UNITS**

|                              | <b>1 BR</b> | <b>2 BR</b> | <b>3 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|-------------|--------------|
| <b># of Units</b>            | 25          |             |             | <b>25</b>    |
| <b>Initial Contract Rent</b> | \$1206      | \$          | \$          |              |

**Structure Type:** 3-4 Stories of Low Rise Apartments

**Housing Type:** Single Room Occupancy

**UTILITY RESPONSIBILITY**

| <b>Utility</b>   | <b>Fuel Type<br/>(Gas, Electric, Oil,<br/>Coal, Other)</b> | <b>Paid By<br/>(Tenant/Owner)</b> | <b>Provided By<br/>(Tenant/Owner)</b> |
|------------------|--|-----------------------------------|---------------------------------------|
| Heating          | Electric   | Owner                             | Owner                                 |
| Cooking          | Electric   | Owner                             | Owner                                 |
| Water Heating    | Electric   | Owner                             | Owner                                 |
| Other Electric   |  | Owner                             | Owner                                 |
| Water            |  | Owner                             | Owner                                 |
| Sewer            |  | Owner                             | Owner                                 |
| Trash Collection |  | Owner                             | Owner                                 |
| Air Conditioning |  | Owner                             | Owner                                 |
| Refrigerator     |  |                                   |                                       |
| Range/Microwave  |  |                                   |                                       |
| Other (specify)  |  |                                   |                                       |

**Accessible Units and Features:** 5 of 25 units are mobility-accessible units; Units 122, 138 and 141, 150, and 447 are mobility-accessible units (ADA); 1 of 25 units have sensory-accessible features; Unit 127 has features for hearing-impaired residents

**Target Population:** None

- **Excepted Units:** Yes
- **Supportive Services:** No
- **Elderly Units:** Yes, 25 units
- **Disabled Units:** No
- **FUPY/FYI Units:** No
- **Are units excepted because they are located in a low-poverty census tract area?:** No

**WAITING LIST AND SELECTION**

**Waiting List Type:** Waiting list for entire PBV program

**Preferences:** Same as HCV; see Chapter 4

**Preference Verification:** Same as HCV; see Chapter 7

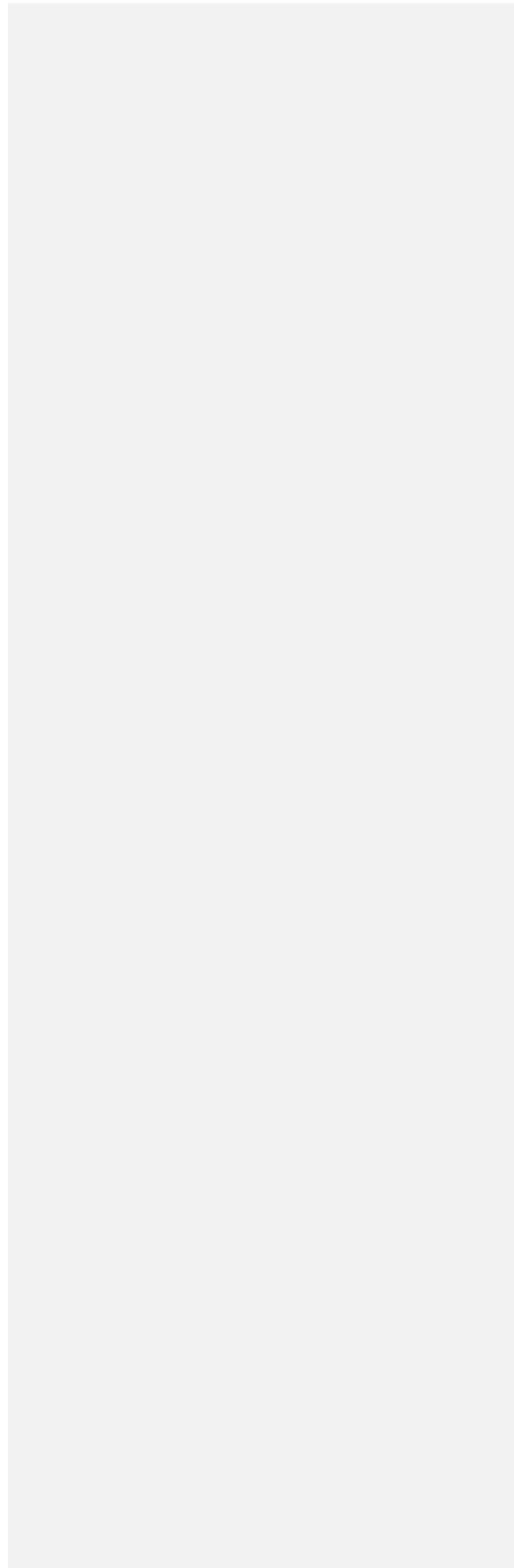
**For the PBV program, is the income limit the same as the HCV program?** Same as HCV; see Chapter 3

**OCCUPANCY**

**Subsidy Standards:** Same as HCV; see Chapter 5

**Vacancy Payments:** Yes, approved on HAP-C

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**EXHIBIT 17-6: ALLEGIANCE APARTMENTS**

**Date:** 10/26/2023

**DEVELOPMENT INFORMATION**

**Development Name:** Allegiance Apartments

**Address:** 3757 Pecos-McLeod Interconnect Las Vegas, NV 89121

**Owner Information:** ASI Nevada Veterans Supportive Housing LLC, 276 KINGSBURY GRADE STE 2000, STATELINE, NV, 89449

**Property Management Company:** Accessible Space, (651) 645 - 7271

**PHA-Owned:** No

**Mixed Finance Development:** Yes - Clark County HOME/HTF Funds, NHD National Housing Trust Funds, 9% Tax Credits and the conventional construction loan

**HAP CONTRACT**

**Effective Date of Contract:** 9/1/2019

**HOTMA Requirements:** Post-HOTMA

**Term of HAP Contract:** 10 years

**Expiration Date of Contract:** 9/1/2039

**PBV UNITS**

|                              | <b>1 BR</b> | <b>2 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|--------------|
| <b># VASH PBV Units</b>      | 253         |             | <b>25</b>    |
| <b>#PBV Units</b>            | 23          | 1           | <b>24</b>    |
| <b>Initial Contract Rent</b> | \$ 846      | \$ 1048     |              |

**Structure Type:** New Construction - Low Rise 3,4 Apartment Stories

**Housing Type:** Single Room Occupancy

**UTILITY RESPONSIBILITY**

| <b>Utility</b>   | <b>Fuel Type<br/>(Gas, Electric, Oil,<br/>Coal, Other)</b> | <b>Paid By<br/>(Tenant/Owner)</b> | <b>Provided By<br/>(Tenant/Owner)</b> |
|------------------|--|-----------------------------------|---------------------------------------|
| Heating          | Electric   | Owner                             | Owner                                 |
| Cooking          | Electric   | Owner                             | Owner                                 |
| Water Heating    | Electric   | Owner                             | Owner                                 |
| Other Electric   |  | Owner                             | Owner                                 |
| Water            |  | Owner                             | Owner                                 |
| Sewer            |  | Owner                             | Owner                                 |
| Trash Collection |  | Owner                             | Owner                                 |
| Air Conditioning |  | Owner                             | Owner                                 |
| Refrigerator     |  |                                   |                                       |
| Range/Microwave  |  |                                   |                                       |
| Other (specify)  |  |                                   |                                       |

**Accessible Units and Features:** 13 “Type A” units will include custom designed oversized wheel-in showers; adjustable closet shelves; roll-under counters, cook tops and touch-activated faucets; and accessible electrical devising throughout including counter-edge outlets and oven/fan controls

**Target Population:** Homeless and very low-income veterans, particularly those with physical disabilities

- **Excepted Units:** Yes
- **Supportive Services:** Yes, see Exhibit D of HAP Contract. 49 units
- **Elderly Units:** Yes
- **Disabled Units** Yes
- **FUPY/FYI Units:** No
- **Are units excepted because they are located in a low-poverty census tract area?:**  
Yes, up to greater of 25 units or 40 percent of units in a census tract with a poverty rate of 20% or less

## WAITING LIST AND SELECTION

**Waiting List Type:** Waiting list for entire PBV program

**Preferences:** Same as HCV; see Chapter 4

**Preference Verification:** Same as HCV; see Chapter 7

**For the PBV program, is the income limit the same as the HCV program?** Yes The PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units in any project

## OCCUPANCY

**Subsidy Standards:** Same as HCV; see Chapter 5

**Vacancy Payments:** No, crossed out on HAP-C

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**EXHIBIT 17-2: Special Provisions Applying to TPVs Awarded as Part of a Voluntary Conversion of Public Housing Units in Projects that Include RAD PBV Units**

**[24 CFR Part 972.200; Notice PIH 2019-05; Notice PIH 2019-23]**

Under certain circumstances, HUD allows small PHAs to reposition a public housing project (or portion of a project) by voluntarily converting units to tenant-based housing choice voucher assistance. In order to preserve affordable housing for residents of the project, the PHA is given priority to receive replacement tenant protection vouchers (TPVs). As part of the voluntary conversion, the PHA has the option to continue to operate it as rental housing. If so, the PHA or subsequent owner must allow existing families to remain in their units using the TPV in the form of tenant-based assistance. In this situation, however, the PHA may choose to project-base these TPVs in the former public housing project. Families must still be provided with the option to remain in their unit using tenant-based assistance. In order for the PHA to project-base the assistance and include these units on the PBV HAP contract, the family must voluntarily consent in writing to PBV assistance following the requirements in Appendix A of Notice PIH 2019-05. If the family fails to consent to PBV assistance and chooses to remain using tenant-based assistance, the family's unit is excluded from the PBV HAP contract until the family moves out or consents to switching to PBV assistance. In general, all applicable program regulations and guidance for the standard PBV program apply to these units.

The PHA may also convert units in the same former public housing project to the PBV program under the rental assistance demonstration (RAD) program. The RAD statute authorizes HUD to waive certain statutory and regulatory provisions governing the standard PBV program and specify alternative requirements. In order to facilitate the uniform treatment of residents and units at the project, Notice PIH 2019-23 extended some of the alternative requirements to non-RAD PBV units in the converted project (i.e., the TPV units in the project). As such, while PBV TPV units in the converted project generally follow the requirements for the standard PBV program listed in this chapter, where HUD has specified alternative requirements for non-RAD PBV units in the project, PBV TPV units will instead follow the requirements outlined in Chapter 18 of this policy for the RAD PBV program.

**RAD Requirements Applicable to Non-RAD units in the Project**

| <b>Alternative Requirement under RAD as Listed in Notice PIH 2019-23</b> | <b>Standard PBV Policy That Does Not Apply</b>  | <b>Applicable Policy in Chapter 18</b> |
|--|---|--|
| 1.6.A.4. Site Selection – Compliance with PBV Goals                      | 17-II.G. SITE SELECTION STANDARDS applies with the exception of deconcentration of poverty and expanding housing and economic opportunity requirements. | 18-II.F. SITE SELECTION STANDARDS      |

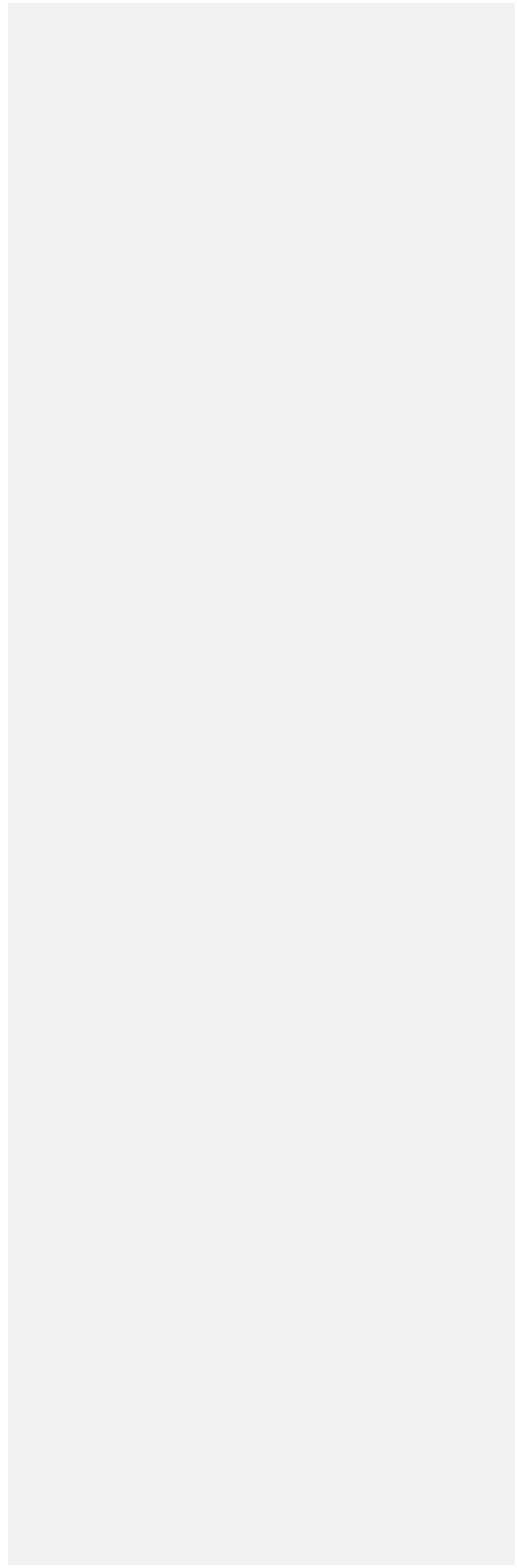
|   |   |  |
|---|---|--|
| 1.6.B.5.d. PBV Site-Specific Utility Allowances   | Alternative requirement under RAD. No corresponding policy in Chapter 17.   | 18-VII.C. UTILITY ALLOWANCES                                       |
| 1.6.C.1. No Rescreening of Tenants upon Conversion  | Policies contained in Chapter 3 relating to eligibility do not apply to existing tenants who receive TPVs.                        | 18-V.B. PROHIBITED RESCREENING OF EXISTING TENANTS UPON CONVERSION |
| 1.6.C.2. Right to Return  | Alternative requirement under RAD. No corresponding policy in Chapter 17.   | 18-I.D. RELOCATION REQUIREMENTS                                    |
| 1.6.C.3. Phase-in of Tenant Rent Increases  | Alternative requirements under RAD. No corresponding policy in Chapter 17.  | 18-VIII.D. PHASE-IN OF TENANT RENT INCREASES                       |
| 1.6.C.4. Family Self Sufficiency (FSS) and Resident Opportunities and Self-Sufficiency Service Coordinator (ROSS-SC) Programs | Not covered in administrative plan.   | 18-VI.C. PUBLIC HOUSING FSS AND ROSS PARTICIPANTS                  |
| 1.6.C.5. Resident Participation and Funding   | Alternative requirement under RAD. No corresponding policy in Chapter 17.   | 18-VI.D. RESIDENT PARTICIPATION AND FUNDING                        |
| 1.6.C.6. Resident Procedural Rights   | Policies related to hearings in Chapter 16 apply, with added procedural rights and notice requirements as outlined in Chapter 18. | 18-VI.H. RESIDENTS' PROCEDURAL RIGHTS                              |
| 1.6.C.7. Earned Income Disregard (EID)  | Alternative requirements under RAD for in-place residents.<br>New admissions follow policies in Chapter 6.                        | 18-VI.G. EARNED INCOME DISALLOWANCE                                |
| 1.6.C.8. Jobs Plus  | Not covered in administrative plan.   | No corresponding policy.   |



|   |  |   |
|---|--|---|
| 1.6.C.9. When Total Tenant Payment Exceeds Gross Rent         | Alternative requirements under RAD for in-place residents.<br><br>New admissions follow policies in 17-VII.B. LEASE, Continuation of Housing Assistance Payments.          | 18-VI.B. LEASE, Continuation of Housing Assistance Payments       |
| 1.6.C.10. Under-Occupied Unit                                 | Alternative requirements under RAD for in-place residents.<br><br>New admissions follow 17-VII.C. MOVES, Overcrowded, Under-Occupied, and Accessible Units                 | 18-VI.E. MOVES, Overcrowded, Under-Occupied, and Accessible Units |
| 1.6.D.4. Establishment of Waiting List                        | Alternative requirements under RAD for initial establishment of the waiting list.<br><br>Once waiting list is established, follow 17-VI.D. SELECTION FROM THE WAITING LIST | 18-V.D. ORGANIZATION OF THE WAITING LIST                          |
| 1.6.D.10. Initial Certifications and Tenant Rent Calculations | Alternative requirements under RAD for in-place residents. No corresponding policy in Chapter 17.  | 18-VIII.C. TENANT RENT TO OWNER, Initial Certifications           |

Note, while Notice PIH 2019-05 states that the PHA must screen families for eligibility for a tenant protection voucher and that families must be below the low-income limit (80 percent of AMI), Notice PIH 2019-23 waives these requirements for residents in projects that include RAD PBV units.

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## Chapter 18

### PROJECT BASED VOUCHERS (PBV) UNDER THE RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM

#### INTRODUCTION

This chapter describes HUD regulations and PHA policies related to the Project-Based Voucher (PBV) program under the Rental Assistance Demonstration (RAD) program in eight parts:

Part I: General Requirements. This part describes general provisions of the PBV program, including maximum budget authority requirements, relocation requirements, and equal opportunity requirements.

Part II: PBV Project Selection. This part describes the cap on assistance at projects receiving PBV assistance, ownership and control, and site selection standards.

Part III: Dwelling Units. This part describes requirements related to NSPIRE standards, the type and frequency of inspections, and housing accessibility for persons with disabilities.

Part IV: Housing Assistance Payments Contract. This part discusses HAP contract requirements and policies including the execution and term of the HAP contract.

Part V: Selection of PBV Program Participants. This part describes the requirements and policies governing how the PHA and the owner will select a family to receive PBV assistance.

Part VI: Occupancy. This part discusses occupancy requirements related to the lease and describes under what conditions families are allowed or required to move.

Part VII: Determining Contract Rent. This part describes how the initial rent to owner is determined, and how rent will be redetermined throughout the life of the HAP contract.

Part VIII: Payments to Owner. This part describes the types of payments owners may receive under this program.

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## **PART I: GENERAL REQUIREMENTS**

### **18-I.A. OVERVIEW AND HISTORY OF THE RAD PROGRAM**

The Rental Assistance Demonstration (RAD) program was authorized in 2012 in order to assess the effectiveness of converting public housing, moderate rehabilitation properties, and units under the rent supplement and rental assistance payments programs to long-term, project-based Section 8 rental assistance. The program's four primary objectives are to:

- Preserve and improve public and other assisted housing.
- Standardize the administration of the plethora of federally subsidized housing programs and rules. The conversions are intended to promote operating efficiency by using a Section 8 project-based assistance model that has proven successful and effective for over 30 years. In other words, RAD aligns eligible properties more closely with other affordable housing programs.
- Attract private market capital for property renovations. Through the use of this model, properties may be able to leverage private debt and equity to make capital repairs.
- Increase tenant mobility opportunities.

Under the first component, a PHA with public housing units may submit an application to HUD to convert some or all of their public housing units to long-term, project-based Section 8 HAP contracts under either:

- Project-based rental assistance (PBRA) under HUD's Office of Multifamily Housing Programs.
- Project-based vouchers (PBVs) under HUD's Office of Public and Indian Housing (PIH).

This chapter will focus on public housing conversions to the PBV program under RAD. In order to distinguish between requirements for public housing conversion under RAD and PBV units under the standard PBV program, we will refer to the standard PBV program and the RAD PBV program.

## 18-I.B. APPLICABLE REGULATIONS

On the whole, the regulations for both the standard and RAD PBV programs generally follow the regulations for the tenant-based HCV program found at 24 CFR Part 982. However, important parts of the tenant-based regulations do not apply to the project-based program. 24 CFR Part 983 outlines the sections of 24 CFR Part 982 that are not applicable to the project-based program.

For the RAD PBV program, Congress authorized HUD to waive certain statutory and regulatory provisions or establish alternative requirements from the standard PBV program. These provisions are identified in Notice PIH 2019-23 (issued September 5, 2019). Any non-RAD PBV units located in the covered project are subject to the same waivers and alternative requirements where noted in Notice PIH 2019-23 and in this policy.

Otherwise, all regulatory and statutory requirements for the standard PBV program in 24 CFR Part 983 and Section 8(o)(13) of the Housing Act of 1937, and all applicable standing and subsequent Office of Public and Indian Housing (PIH) notices and guidance, including related handbooks, apply to RAD PBV. This includes environmental review, Davis-Bacon, and fair housing requirements.

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

Requirements specific to the RAD program may be found in the following:

- Generally, public housing projects converting assistance under RAD are bound by the terms of the notice in effect at the time of closing. For all conversion types, HUD reserves the right, in its sole discretion and upon request from the applicant, to apply provisions from previous versions of this notice to program participants that are near conversion.
  - Notice PIH 2023-19 amends Notice PIH 2019-23 and Notice PIH 2021-07, and was effective immediately.
  - Notice PIH 2019-23 was immediately applicable at the time of closing to all projects converting assistance (notwithstanding execution of a commitment for conversion). Notice PIH 2019-23 was published on September 5, 2019.
    - Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which are effective after a 30-day comment period.
  - Notice PIH 2012-32, REV-3 was applicable to projects that were seeking conversion of assistance through RAD, including those where a CHAP had already been issued when it was published January 12, 2017.
    - Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which were effective after a 30-day comment period.

- Notice PIH 2012-32, REV-2 was applicable to projects that were seeking conversion of assistance through RAD, including those where a CHAP had already been issued when it was published June 15, 2015.
  - Except with respect to changes in the project eligibility and selection criteria, not included in this policy, which are effective after a 30-day comment period.
- RAD Quick Reference Guide for Public Housing Converting to PBV Assistance (6/20)
- RAD Welcome Guide for New Awardees: RAD 1st Component (3/15)
- Notice PIH 2016-17, Rental Assistance Demonstration (RAD) Notice Regarding Fair Housing and Civil Rights Requirements and Relocation Requirements Applicable to RAD First Component – Public Housing Conversions.
  - This Notice applies to all projects that have applied for RAD conversion but have not yet converted as of November 10, 2016.
- Notice PIH 2014-17, Relocation Requirements under the RAD Program, Public Housing in the First Component.
  - This notice may apply to projects that have converted to RAD prior to November 10, 2016, AND who have requested and received approval from HUD to be governed by this notice. See PIH Notice 2016-17, Section 1, Paragraph 1.3 for applicability.

**NOTE: The policies in this chapter follow Notice PIH 2016-17. If your project falls under PIH 2014-17, applicable policies may be found in Section 18-I.D.**

- RAD FAQs (<http://www.radresource.net/search.cfm>)

SNRHA Policy

| <u>Project</u>  | <u>Closing Date</u> | <u>Owner</u>      | <u>RAD Notice</u> |
|-----------------|---------------------|-------------------|-------------------|
| Biegger Estates | 6/1/2016            | SNRHA/Cornerstone |                   |
| Espinoza        | 8/1/2018            | SNRHA             |                   |
| Landsman        | 1/1/2014            | SNRHA/Cornerstone |                   |
| Rose            | 12/1/2018           | SNRHA/Nevada Hand |                   |
| Vera Johson B   | 12/1/2016           | SNRHA/Nevada Hand |                   |
| Bennett         | 8/1/2019            | SNRHA             |                   |
| Archie Grant    | 10/1/2019           | SNRHA             |                   |

|                           |                 |              |  |
|---------------------------|-----------------|--------------|--|
| Lubertha                  | 12/1/2019       | SNRHA        |  |
| <u>James Downs Towers</u> | <u>7/1/2023</u> | <u>SNRHA</u> |  |

In other words, the standard PBV program follows many of the same regulations as the tenant-based HCV program, but not all of them, and the RAD PBV program follows many of the same regulations as the standard PBV program, but not all of them.

MTW agencies are able to apply activities impacting the PBV program that are approved in the MTW Plan to properties converting under RAD, provided they do not conflict with RAD requirements.

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## **18-I.C. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]**

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA policies related to tenant-based assistance also apply to RAD PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

### SNRHA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, the PHA policies for the tenant-based voucher program contained in this administrative plan also apply to the RAD PBV program and its participants. This chapter is intended to address requirements specific to the RAD PBV program only.

See Exhibit 18-1 for information on projects to which the PHA has attached RAD PBV assistance.

## **18-I.D. RELOCATION REQUIREMENTS**

For projects that apply for conversion of assistance under the First Component of RAD and will convert November 10, 2016 or later, the following applies [Notice PIH 2016-17]:

- In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed. Any non-RAD PBV units located in the same project are also subject to the right to return.
- Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements, and other requirements which may be applicable such as Section 104(d) of the Housing and Community Development Act of 1974, as amended. Sample informing notices are provided in Appendices 2–5 of Notice PIH 2014-17. A written relocation plan is required if the RAD conversion involves permanent relocation (including a move in connection with a transfer of assistance) or temporary relocation anticipated to last longer than a year. While the PHA is not required to have a written relocation plan for temporary relocation lasting one year or less, HUD strongly encourages PHAs to prepare one. Appendix II of Notice PIH 2016-17 contains recommended contents for a relocation plan.
- In addition, PHAs must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24. The obligation due to relocating residents under RAD are broader than URA relocation assistance and payments.

- Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to either: a) a unit at the development once rehabilitation or construction is completed, provided the resident's household is not under-housed; or b) a unit in the development which provides the same major features as the resident's unit in the development prior to the implementation of the RAD conversion.
- Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete.
- If the PHA's proposed plans for conversion would preclude a resident from returning to the development, the resident must be given an opportunity to comment and/or object to such plans. PHAs must alter the project plans to accommodate the resident's right to return to the development if the resident would be precluded from returning to the development.
- Examples of project plans that may preclude a resident from returning to the development include, but are not limited to:
  - Changes in the development's bedroom distribution that decrease the size of the units, resulting in the resident being under-housed;
  - The resident cannot be accommodated in the remaining assisted units due to a reduction in the number of assisted units at the development;
  - Income limit eligibility requirements associated with the LIHTC program or another program; and
  - Failure to provide a reasonable accommodation, in violation of applicable law, where reasonable accommodation may include installation of accessibility features that are needed by the resident.
- Residents of a development undergoing conversion that would be precluded from returning to the development may voluntarily accept a PHA or owner's offer to permanently relocate to alternative housing, and thereby waive their right to return to the development after rehabilitation or construction is completed. In this event, the PHA must secure the resident's written consent to a voluntary permanent relocation in lieu of returning to the development. PHAs are prohibited from employing any tactics to pressure residents into relinquishing their right to return or accepting other housing options. Additionally, a PHA may not terminate a resident's lease if the PHA fails to obtain the resident's consent and the resident seeks to exercise the right to return.

- In the case of multi-phase RAD transactions, the resident has a right to return to the development or to other converted phases of the development that are available for occupancy at the time the resident is eligible to exercise their right of return. Generally, the resident's right to return must be accommodated within the development associated with the resident's original unit, however, the PHA may treat multiple converted developments on the same site as one for purposes of right to return. Should the PHA seek to have the resident exercise the right to return at a future phase, the PHA must secure the resident's consent in writing.
- Alternative housing options may involve a variety of housing options, including but not limited to:
  - Transfers to public housing
  - Admission to other affordable housing properties subject to the applicable program rules
  - Housing choice voucher (HCV) assistance
  - Homeownership programs subject to the applicable program rules
  - Other options identified by the PHA

However, for projects that applied for conversion prior to November 10, 2016, the following applies [Notice PIH 2014-17]:

- In some developments, in-place residents may need to be relocated as a result of properties undergoing repairs, being demolished and rebuilt, or when assistance is transferred from one site to another. RAD program rules prohibit the permanent, involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed.
- Relocation assistance provided to residents will vary depending on the length of time relocation is required. Residents must be properly notified in advance of relocation requirements in accordance with RAD program rules and Uniform Relocation Act (URA) requirements. Sample informing notices are provided in Appendices 2–5 of Notice PIH 2014-17. While the PHA is not required to have a written relocation plan, HUD strongly encourages PHAs to prepare one. Appendix I of Notice PIH 2014-17 contains recommended contents for a relocation plan.
- In addition, PHAs must undertake a planning process that complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), although not all relocations under RAD will trigger requirements under URA. URA statute and implementing regulations may be found at 49 CFR Part 24.
- Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved, residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. Residents of a development undergoing conversion of assistance may voluntarily accept a PHA or owner's offer to permanently relocate to another assisted unit, and thereby waive their right to return to the development after rehabilitation or construction is completed.

**18-I.E. EQUAL OPPORTUNITY REQUIREMENTS [24 CFR 983.8; 24 CFR 5.105; Notice PIH 2016-17]**

RAD conversions are governed by the same civil rights authorities that govern HUD-assisted activities in general. These authorities prohibit discrimination and impose affirmative obligations on HUD program participants. PHAs must comply with all applicable fair housing and civil rights laws, including but not limited to the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. For example, persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their need for an accessible unit must be accommodated. See the *RAD Fair Housing, Civil Rights, and Relocation Notice* [Notice PIH 2016-17] for more information.

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## **PART II: PBV PROJECT SELECTION**

### **18-II.A. OVERVIEW**

Unlike in the standard PBV program where the PHA typically selects the property through an owner proposal selection process, projects selected for assistance under RAD PBV are selected in accordance with the provisions in Notice PIH 2019-23. Therefore, 24 CFR 983.51 does not apply since HUD selects RAD properties through a competitive selection process.

### **18-II.B. OWNERSHIP AND CONTROL [Notice PIH 2019-23]**

For projects governed by Notice PIH 2019-23, the following language applies:

- Under the PBV program, the contract administrator and the owner listed on the contract cannot be the same legal entity (i.e., the PHA cannot execute a contract with itself). To avoid this situation, the PHA may either: 1) Transfer the ownership of the project to a nonprofit affiliate or instrumentality of the PHA (including to a “single-purpose entity” that owns nothing other than the property, which will typically be a requirement of a lender or investor), or 2) The PHA can form a related entity that is responsible for management and leasing and can serve as the owner for purposes of the Section 8 HAP contract; in this scenario, the HAP is then executed between the PHA (as the contract administrator) and the PHA’s related entity (as the owner for HAP contract purposes). Note that in the second scenario, both the PHA and the entity serving as the owner for HAP contract purposes will be required to sign the RAD Use Agreement [RAD Resource Desk FAQ 01/24/19].
- Except where permitted to facilitate the use of low-income housing tax credits, during both the initial term and renewal terms of the HAP contract, ownership must be by a public or nonprofit entity. HUD may also allow ownership of the project to be transferred to a tax credit entity controlled by a for-profit entity to facilitate the use of tax credits for the project, but only if HUD determines that the PHA or a nonprofit entity preserves an interest in the profit. The requirement for a public or nonprofit entity, or preservation of an interest by a PHA or nonprofit in a property owned by a tax credit entity controlled by a for-profit entity, is satisfied if a public or nonprofit entity (or entities), directly or through a wholly owned affiliate (1) holds a fee simple interest in the property; (2) is the lessor under a ground lease with the property owner; (3) has the direct or indirect legal authority to direct the financial and legal interest of the property owner with respect to the RAD units, (4) owns 51 percent or more of the general partner interests in a limited partnership or 51 percent or more of the managing member interests in a limited liability company with all powers of a general partner or managing member, as applicable; (5) owns a lesser percentage of the general partner or managing member interests and holds certain control rights as approved by HUD; (6) owns 51 percent or more of all ownership interests in a limited partnership or limited liability company and holds certain control rights as approved by HUD; or (7) demonstrates other ownership and control arrangements approved by HUD.

- Control may be established through the terms of the project owner’s governing documents or through a Control Agreement, provided that in either case amendment of the terms of control requires consent from HUD.

For projects subject to the requirements of Notice PIH 2012-32, REV-3, the following language applies:

- Except where permitted to facilitate the use of low-income housing tax credits, during both the initial term and renewal terms of the HAP contract, ownership must be by a public or nonprofit entity. The requirement for a public or nonprofit entity is satisfied if a public or nonprofit entity (or entities), directly or through a wholly owned affiliate (1) holds a fee simple interest in the property; (2) is the lessor under a ground lease with the property owner; (3) has the direct or indirect legal authority to direct the financial and legal interest of the property owner with respect to the RAD units, (4) owns 51 percent or more of the general partner interests in a limited partnership or 51 percent or more of the managing member interests in a limited liability company with all powers of a general partner or managing member, as applicable; (5) owns a lesser percentage of the general partner or managing member interests and holds certain control rights as approved by HUD; (6) owns 51 percent or more of all ownership interests in a limited partnership or limited liability company and holds certain control rights as approved by HUD; or (7) other ownership and control arrangements approved by HUD.
- If low-income housing tax credits will be used, HUD may allow ownership of the property to be transferred to a tax credit entity controlled by a for-profit entity if HUD determines that the PHA preserves its interest in the property. Preservation of PHA interest in the property includes but is not limited to the following:
  - The PHA, or an affiliate under its sole control, is the general partner or managing member;
  - The PHA retains fee ownership and leases the real estate to the tax credit entity pursuant to a long-term ground lease;
  - The PHA retains control over leasing the property and determining program eligibility;
  - The PHA enters into a control agreement by which the PHA retains consent rights over certain acts of the project owner and retains certain rights over the project;
  - Other means that HUD finds acceptable

For projects that converted assistance prior to the implementation of Notice PIH 2012-32, REV-3, the following language applies:

- During both the initial term and renewal terms of the HAP contract, ownership must be either of the following:
  - A public or nonprofit entity that has legal title to the property. The entity must have the legal authority to direct the financial, legal, beneficial, and other interests of the property; or
  - A private entity, if the property has low-income tax credits. The PHA must maintain control via a ground lease.

**18-II.C. PHA-OWNED UNITS [24 CFR 983.59, FR Notice 1/18/17, and Notice PIH 2017-21]**

If the project is PHA-owned, rent-setting and inspection functions set out in 24 CFR 983.59 must be conducted by an independent entity approved by HUD.

The definition of *ownership or control* provided under Notice PIH 2019-23 (listed above) is used specifically to determine whether a PHA retains control over a project for purposes of HUD's requirement for ownership or control of the covered project under RAD. For purposes of determining whether an independent entity will perform certain functions for the project, the definition of *PHA-owned* under Notice PIH 2017-21 is used. This is the same definition used for standard PBV units. In some cases, a project may meet the RAD definition of *ownership or control* but may not be considered PHA-owned for purposes of requiring an independent entity.

The independent entity that performs the program services may be the unit of general local government for the PHA jurisdiction (unless the PHA is itself the unit of general local government or an agency of such government), or another HUD-approved public or private independent entity.

The PHA may compensate the independent entity from PHA ongoing administrative fee income (including amounts credited to the administrative fee reserve). The PHA may not use other program receipts to compensate the independent entity for its services. The PHA, and the independent entity, may not charge the family any fee for the services provided by the independent entity.

SNRHA Policy

If units converted to PBV under RAD are PHA-owned housing, the PHA will use an independent third party approved by HUD.



**18-II.D. SUBSIDY LAYERING REQUIREMENTS [Notice PIH 2019-23; Notice PIH 2012-32, REV-3; Notice PIH 2012-32, REV-2]**

For projects governed by Notice PIH 2019-23, the following language applies:

- In the case of a PHA that will no longer have ACC units as a result of the pending or simultaneous closing, or have less than 50 units remaining and have initiated procedures to dispose of their final ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project or projects though the conversion. However, the PHA must estimate and plan for outstanding liabilities and costs and must follow Notice PIH 2016-23 or successor notice regarding the administrative activities required to terminate the ACC if it has no plans to develop additional public housing.
- In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.
- Following execution of the HAP contract, PHAs are authorized to use operating and capital funds to make HAP payments for the remainder of the first calendar year in which the HAP contract is effective. Otherwise, a PHA may not contribute public housing program funds to the covered project unless those funds have been identified in the RCC and converted at closing for Section 8 RAD purposes.

For projects governed by Notice PIH 2012-32, REV-3, the following language applies:

- In the case of a PHA that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; the PHA may convey all program funds to the covered projects. In order to cover the cost of administrative activities required to terminate the ACC, once it no longer has units under the ACC and has no plans to develop additional public housing, the PHA may:
  - Designate that a reserve associated with the project be available to fund any public housing closeout costs (such as an operating deficit reserve or a specific PHA closeout reserve). Any funds not needed for public housing closeout costs would remain in such reserve or may be transferred to another reserve associated with the project (such as the replacement reserve). Thereafter, these funds may be used at the project pursuant to the authorized use of the applicable reserve; or
  - Retain funds under the public housing program for this purpose. However, HUD will recapture any public housing funds that a PHA does not expend for closeout costs.

- In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.
- In addition, following execution of the HAP contract, PHAs are authorized to use operating and capital funds to make HAP payments for the remainder of the first calendar year in which the HAP contract is effective. Otherwise, a PHA may not contribute public housing program funds to the covered project unless such funding has been identified in the approved financing plan and included in the approved “sources and uses” attached to the RCC.

For projects governed by the requirements of Notice PIH 2012-32, REV-2, the following language applies:

- In the case of a PHA that is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; the PHA may convey all program funds to the covered project. HUD will recapture any public housing funds that a PHA has not expended once it no longer has units under ACC. In the case where the PHA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, PHAs should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.

## **18-II.E. PBV PERCENTAGE LIMITATION AND UNIT CAP [Notice PIH 2019-23 and Notice PIH 2023-19]**

### **PBV Percentage Limitation**

Covered projects do not count against the maximum amount of assistance a PHA may utilize for the PBV program, which under the standard PBV program is set at 20 percent of the authorized units allocated to a PHA under the HCV program. The number of PBV units excluded from the PHA's PBV program cap cannot exceed the number of former public housing units that those PBV units are replacing through the course of the RAD conversion. All PBV units in a covered project that replace former public housing units at the time of conversion are excluded from both the numerator and the denominator when calculating the percent of vouchers that may be project-based by a PHA. To implement this provision, HUD is waiving section 8(o)(13)(B) of the 1937 Act as well as 24 CFR 983.6.

### **Unit Cap Limitation**

When HUD published REV-3 of Notice PIH 2012-32, the cap on the number of assisted units in each project was eliminated. Under the standard PBV program the cap is set at the greater of 25 units or 25 percent of the units in the project. HUD is waiving this requirement, and projects governed by Notice PIH 2019-23 and Notice PIH 2012-32, REV-3 have no cap on the number of units that may receive PBV assistance in a project.

However, for projects that are governed by REV-2 of Notice PIH 2012-32, the cap on the number of PBV units in the project is increased to 50 percent. In these projects, however, provided units met certain exception criteria, the PHA may have converted a larger number of units to RAD PBV. For projects governed by the requirements of Notice PIH 2012-32, REV-2 **only**, the following language applies:

- In general, the PHA may not provide PBV assistance for units in a project if the total number of dwelling units in the project that will receive PBV assistance during the term of the PBV HAP contract is more than 50 percent of the number of dwelling units (assisted or unassisted) in the project. However, PHAs may exceed the 50 percent limitation when units in the project are occupied by elderly and/or disabled families or families that will receive supportive services. These units are known as "excepted units" and do not count toward the project cap.
- For projects governed by the requirements of Notice PIH 2012-32, REV-2 choosing to include excepted units, additional policy decisions may be required.

#### SNRHA Policy

The PHA will provide for excepted units for all of its RAD PBV developments.

The PHA will develop housing for occupancy by disabled families in need of services. With the exception of in-place families at the time of conversion who decline services, families must receive the services, and successfully complete the service program, to be eligible for continued occupancy. Families that do not continue to receive the services or complete the required service program will be terminated in accordance with the PHA policies in Section 12-II.F.

The following types of services will be provided depending on the needs of the family:

Transportation for activities such as grocery shopping, attending medical and dental appointments;

Supervised taking of medications;

Treatment for drug rehabilitation in the case of current abusers;

Treatment for alcohol addiction in the case of current abusers;

Training in housekeeping and homemaking activities;

Family budgeting;

Childcare;

Parenting skills;

Computer labs; and

Work skills development and job training.

On a quarterly basis, the PHA will monitor all families that are receiving services to determine if such families will be allowed to continue receiving PBV assistance. The PHA will require families receiving services to provide written evidence from each service provider that the family has received all of the required services stated in the statement of family obligations or FSS contract of family participation. Alternatively, each service provider will submit a report to the PHA identifying the services received by each family, and the PHA will check to see if all services required in the statement of family obligation or FSS contract of participation were received.

#### **18-II.F. SITE SELECTION STANDARDS [Notice PIH 2019-23; Notice PIH 2016-17]**

Site selection requirements set forth in 24 CFR 983.57 apply to RAD PBV, with the exception of 983.57(b)(1) and (c)(2). HUD waives the provisions regarding deconcentration of poverty and expanding housing and economic opportunity for existing housing sites.

To facilitate the uniform treatment of residents and units, any non-RAD PBV units located in the same project are subject to the terms of this provision.

HUD will conduct a front-end civil rights review of the PHA's proposed site in certain circumstances. For RAD PBV conversions that involve new construction located in an area of minority concentration (whether on the existing public housing site or on a new site) HUD will determine whether it meets one of the exceptions that would allow for new construction in an area of minority concentration.

The PHA must ensure that its RAD PBV conversion, including any associated new construction, is consistent with its certification to affirmatively further fair housing and complies with civil rights laws.

#### **18-II.G. ENVIRONMENTAL REVIEW [Notice PIH 2019-23; *Environmental Review Requirements for RAD Conversions, March 2019*]**

HUD cannot approve an applicant's financing plan submission unless and until the required environmental review has been completed for the applicant's proposed conversion project and found to meet environmental review requirements. Environmental documents must be submitted no later than the applicant's financing plan. HUD will not issue a RAD Conversion Commitment (RCC) if the project plan does not meet the environmental review requirements described in Attachment 1A of Notice PIH 2019-23. Once an awardee has submitted an application for a specific project, they may not make any choice limiting actions before the completion of the environmental review.

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## **PART III: DWELLING UNITS**

### **18-III.A. OVERVIEW**

This part identifies the special housing quality standards that apply to the RAD PBV program, housing accessibility for persons with disabilities, and special procedures for NSPIRE inspections.

### **18-III.B. NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE (NSPIRE) [24 CFR 983.101 and 24 CFR 5.703]**

NSPIRE standards for the tenant-based program generally apply to the PBV program. NSPIRE requirements for shared housing, manufactured home space rental, and the homeownership option do not apply because these housing types are not assisted under the PBV program.

#### **Lead-based Paint [24 CFR 983.101(c); Notice PIH 2019-23]**

The lead-based paint requirements for the tenant-based voucher program do not apply to the PBV program. Instead, The Lead-based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, H, and R, and 40 CFR 745.227, apply to the PBV program.

### **18-III.C. HOUSING ACCESSIBILITY FOR PERSONS WITH DISABILITIES [Notice PIH 2016-17]**

Federal accessibility requirements apply to all conversions, whether they entail new construction, alternations, or existing facilities. The housing must comply with program accessibility requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8. The PHA must ensure that the percentage of accessible dwelling units complies with the requirements of section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by HUD's regulations at 24 CFR 8, subpart C.

Housing first occupied after March 13, 1991, must comply with design and construction requirements of the Fair Housing Amendments Act of 1988 and implementing regulations at 24 CFR 100.205, as applicable. (24 CFR 983.102)

### **18-III.D. INSPECTING UNITS**

#### **Initial Inspection [RAD Quick Reference Guide, Notice PIH 2019-23, and Notice PIH 2023-19]**

Under standard PBV regulations at 24 CFR 983.103(b), a PHA may not enter into a HAP contract until the PHA has determined all units comply with NSPIRE standards. It is the responsibility of the contract administrator to perform this initial inspection (unless units are PHA-owned). In order to accommodate projects in which repairs are conducted, however, HUD has waived this requirement when units are undergoing rehabilitation. In this case, units must meet NSPIRE standards by the date indicated in the RAD Conversion Commitment (RCC). To place the unit under HAP contract and commence making payments, the PHA may rely on the owner's certification that the owner has no reasonable basis to have knowledge that life-threatening conditions exist in the unit or units to be added to the HAP contract instead of conducting an initial inspection. During the period of the work, NSPIRE requirements apply. The PHA must enforce the project owner's obligations and conduct inspections when needed, (for example in response to tenant complaints or other information coming to its attention), and the owner must correct any deficiencies in accordance with NSPIRE requirements (i.e., no more than 24 hours for a life-threatening deficiency, and within no more than 30 calendar days or any PHA-approved extension for other defects, but no later than the date of the completion of the work as indicated in the RCC).

#### **Turnover Inspections [24 CFR 983.103(c), FR Notice 1/18/17, and Notice PIH 2017-20]**

Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with NSPIRE.

#### **Annual/Biennial Inspections [24 CFR 983.103(d); FR Notice 6/25/14]**

At least once every 24 months (or once every 36 months for small rural PHAs) during the term of the HAP contract, the PHA must inspect a random sample consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with NSPIRE. Turnover inspections are not counted toward meeting this inspection requirement.

##### SNRHA Policy

The PHA will inspect on a biennial basis a random sample consisting of at least 20 percent of the contract units in each building to determine if the contract units and the premises are maintained in accordance with NSPIRE.

If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.



### **Alternative Inspections [24 CFR 983.103(g); Notice PIH 2016-05]**

In the case of mixed-finance properties that are subject to alternative inspections, the PHA may rely upon an alternative inspection conducted at least triennially to demonstrate compliance with inspection requirements.

#### SNRHA Policy

The PHA will accept the results of inspections performed by HUD REAC, or for the HOME or LIHTC programs. Inspections will only be accepted if PBV and HCV units are included in the population of units forming the basis of the sample.

The PHA will not utilize inspection results other than from inspections conducted by HUD or for the HOME or LIHTC programs.

Inspection reports and other data must be provided to the PHA within five business days of the inspection. The PHA will review the inspection reports and determine whether the unit will receive a “pass” under NSPIRE within five business days. If the PHA determines that the unit does not pass, the PHA will notify the owner and conduct an NSPIRE inspect within 10 business days.

### **Other Inspections [24 CFR 983.103(e)]**

The PHA must inspect contract units whenever needed to determine that the contract units comply with NSPIRE and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information coming to its attention in scheduling inspections.

The PHA must conduct follow-up inspections needed to determine if the owner (or, if applicable, the family) has corrected an NSPIRE deficiency and must conduct inspections to determine the basis for exercise of contractual and other remedies for owner or family violation of NSPIRE standards.

In conducting PHA supervisory quality control inspections, the PHA should include a representative sample of both tenant-based and project-based units.

### **Inspecting PHA-Owned Units [24 CFR 983.103(f); Notice PIH 2017-21]**

In the case of PHA-owned units, all required inspections must be performed by an independent entity designated by the PHA and approved by HUD. The independent entity must furnish a copy of each inspection report to the PHA and to the HUD field office where the project is located. The PHA must take all necessary actions in response to inspection reports from the independent agency, including exercise of contractual remedies for violation of the HAP contract by the PHA-owner.

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## **PART IV: HOUSING ASSISTANCE PAYMENTS (HAP) CONTRACT**

### **18-IV.A. OVERVIEW [RAD PBV Quick Reference Guide 6/20]**

Public housing projects converting under RAD do not employ the PBV Agreement to Enter into a Housing Assistance Payments (AHAP) contract. Instead, following the execution of all requirements contained in the Commitment to Enter into a HAP (CHAP) contract and the RAD Conversion Commitment (RCC), a project is converted immediately to the RAD PBV HAP contract following the closing of any construction financing. Owners of public housing projects converted to PBV assistance via RAD enter into a HAP contract with the PHA that will administer the PBV assistance. Units assisted under a RAD PBV HAP contract must be subject to long-term, renewable use and affordability restrictions.

### **18-IV.B. HAP CONTRACT REQUIREMENTS**

#### **Contract Information [RAD PBV Quick Reference Guide 6/20; Notice PIH 2019-23]**

The RAD PBV program uses the PBV HAP contract for new construction or rehabilitated housing (Form HUD-52530A), as modified by the RAD rider (Form HUD-52621). For closings on or after January 1, 2018, HUD incorporated the RAD rider directly into the standard PBV HAP contract. For closing that occurred prior to January 1, 2018, the RAD rider must be attached to the PBV HAP contract.

The distinction between “existing housing” and “rehabilitated and newly constructed housing” is overridden by RAD requirements. The project must also have an initial RAD use agreement. All public housing RAD conversion properties financed with LIHTC are also required to include an LIHTC rider.

#### **Execution and Effective date of the HAP Contract [RADBlast! 7/11/16]**

RAD PBV projects do not employ an Agreement to Enter into a Housing Assistance Payments (AHAP) contract like in the standard PBV program. Rather, when the conditions of the CHAP and the RCC are met and the conversion has closed, the PHA executes the HAP contract. Project owners may select the effective date of the HAP contract as the first day of either of the two months following the completed closing.

#### **Term of HAP Contract [Notice PIH 2019-23]**

The initial term of the HAP contract may not be for less than 15 years and may be for a term of up to 20 years upon request of the owner and with approval of the administering voucher agency. Upon expiration of the initial term of the contract, and upon each renewal term of the contract, the owner must accept each offer to renew the contract, for the prescribed number and mix of units, either on the site of the project subject to the expiring contract or, upon request of the project owner and subject to PHA and HUD approval, at another site through a future transfer of assistance. Contracts are subject to the terms and conditions applicable at the time of each offer and further subject to the availability of appropriations for each year of each such renewal. To implement this provision, HUD is waiving section 8(o)(13)(F) of The United States Housing Act of 1937, which permits a minimum term of one year, as well as 24 CFR 983.205(a), which governs the contract term.

### **Agreement to Enter into a HAP (AHAP) Contract [Notice PIH 2019-23]**

For public housing conversions to PBV, there will be no agreement to enter into a Housing Assistance Payments (AHAP) contract. Therefore, all regulatory references to the Agreement (AHAP), including regulations under 24 CFR Part 983 Subpart D, are waived. The definitions for proposal selection date, new construction, rehabilitation, and existing housing are not applicable.

### **Mandatory Contract Renewal [Notice PIH 2019-23]**

By statute, upon contract expiration, the agency administering the vouchers will offer, and the PHA will accept, renewal of the contract for the prescribed number and mix of units, either on the site of the project subject to the expiring contract or, upon request of the project owner and subject to PHA and HUD approval, at another site through a future transfer of assistance. The contract is subject to the terms and conditions applicable at the time of renewal and the availability of appropriations each year for such renewal. Consequently 24 CFR 983.205(b), governing the PHA discretion to renew the contract, will not apply.

In the event that the HAP contract is removed due to breach, non-compliance or insufficiency of appropriations, for all units previously covered under the HAP contract, new tenants must have incomes at or below 80 percent of the area median income at the time of admission and rents may not exceed 30 percent of 80 percent of median income for an appropriate size unit for the remainder of the term of the RAD use agreement.

### **Remedies for NSPIRE Deficiencies [24 CFR 983.208(b)]**

The PHA may not make any HAP payment to the owner for a contract unit during any period in which the unit does not comply with NSPIRE. If the PHA determines that a contract unit does not comply with NSPIRE standards, the PHA may exercise any of its remedies under the HAP contract, for any or all of the contract units. Available remedies include termination of housing assistance payments, abatement or reduction of housing assistance payments, reduction of contract units, and termination of the HAP contract.

#### SNRHA Policy

The PHA will abate and terminate PBV HAP contracts for noncompliance with HQS/NSPIRE in accordance with the policies used in the tenant-based voucher program. These policies are contained in Section 8-II.G., Enforcing Owner Compliance.

## **18-IV.C. AMENDMENTS TO THE HAP CONTRACT**

### **Floating Units [Notice PIH 2019-23]**

Upon request of the owner to the voucher agency that will administer the project, HUD will permit assistance to float among units within the project that are the same bedroom size. The unit to which assistance is floated must be comparable to the unit being replaced in quality and amenities.

If the PHA chooses to float units, units are not specifically identified on the HAP contract, rather the HAP contract must specify the number and type of units in the property that are RAD PBV units. The property must maintain the same number and type of RAD units from the time of the initial HAP contract execution forward.

#### SNRHA Policy

The PHA will may float assistance among unoccupied units within the project. Tracking of the number and type of units at the property, as well as identification of comparable units when assistance is floated, will be maintained by each property. This flexibility applies only to RAD PBV projects

### **Reduction in HAP Contract Units [Notice PIH 2019-23]**

Project owners are required to make available for occupancy by eligible tenants the number of assisted units under the terms of the HAP contract.

The PHA may not reduce the number of assisted units without written HUD approval. Any HUD approval of a PHA's request to reduce the number of assisted units under contract is subject to conditions that HUD may impose. MTW agencies may not alter this requirement.

If units are removed from the HAP contract because a new admission's TTP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, the PHA must reinstate the unit after the family has vacated the property. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207, or where the development has "floating" units.

## **18-IV.D. HAP CONTRACT YEAR AND ANNIVERSARY DATES [24 CFR 983.302(e)]**

The HAP contract year is the period of 12 calendar months preceding each annual anniversary of the HAP contract during the HAP contract term. The initial contract year is calculated from the first day of the first calendar month of the HAP contract term.

The annual anniversary of the HAP contract is the first day of the first calendar month after the end of the preceding contract year. There is a single annual anniversary date for all units under a particular HAP contract.

#### **18-IV.E. OWNER RESPONSIBILITIES UNDER THE HAP CONTRACT [24 CFR 983.210]**

When the owner executes the HAP contract, they certify that at such execution and at all times during the term of the HAP contract:

- All contract units are in good condition and the owner is maintaining the premises and contract units in accordance with NSPIRE standards;
- The owner is providing all services, maintenance, equipment, and utilities as agreed to under the HAP contract and the leases;
- Each contract unit for which the owner is receiving HAP is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements;
- To the best of the owner's knowledge, the family resides in the contract unit for which the owner is receiving HAP, and the unit is the family's only residence;
- The owner (including a principal or other interested party) is not the spouse, parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit;
- The amount of the HAP the owner is receiving is correct under the HAP contract;
- The rent for contract units does not exceed rents charged by the owner for comparable unassisted units;
- Except for HAP and tenant rent, the owner has not received and will not receive any other payment or consideration for rental of the contract unit;
- The family does not own or have any interest in the contract unit (this does not apply to the family's membership in a cooperative); and
- Repair work on the project selected as an existing project that is performed after HAP contract execution within such post-execution period as specified by HUD may constitute development activity, and if determined to be development activity, the repair work undertaken shall be in compliance with Davis-Bacon wage requirements.

#### **18-IV.F. VACANCY PAYMENTS [24 CFR 983.352(b)]**

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner for a PHA-determined period of vacancy extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month. The amount of the vacancy payment will be determined by the PHA and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner, including amounts available from the tenant's security deposit.

##### SNRHA Policy

The PHA will provide vacancy payments to the owner. The HAP contract with the owner will contain the amount of the vacancy payment and the period for which the owner will qualify for these payments.

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## **PART V: SELECTION OF PBV PROGRAM PARTICIPANTS**

### **18-V.A. OVERVIEW**

Many of the provisions of the tenant-based voucher regulations [24 CFR 982] also apply to the PBV program. This includes requirements related to determining eligibility and selecting applicants from the waiting list. Even with these similarities, there are requirements that are unique to the PBV program. This part describes the requirements and policies related to eligibility and admission to the PBV program.

### **18-V.B. PROHIBITED RESCREENING OF EXISTING TENANTS UPON CONVERSION [Notice PIH 2019-23]**

Current households cannot be excluded from occupancy at the covered project based on any rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for application of any eligibility criteria to conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion. Post-conversion, the tenure of all residents of the covered project is protected pursuant to PBV requirements regarding continued occupancy unless explicitly modified by Notice PIH 2019-23 (e.g., rent phase-in provisions). For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family. Existing residents at the time of conversion may not be rescreened for citizenship status or have their social security numbers reverified.

Further, so as to facilitate the right to return to the assisted property, this provision must apply to current public housing residents of the converting project that will reside in non-RAD PBV units placed in a project that contain RAD PBV units. Such families and such contract units will otherwise be subject to all requirements of the applicable program, specifically 24 CFR 983 for non-RAD PBV. Any non-RAD PBV units located in the same project are also subject to the right to return.

For the RAD PBV program, *in-place family* means a family who lived in a pre-conversion property at the time assistance was converted from public housing to PBV under RAD.



### **18-V.C. ELIGIBILITY FOR PBV ASSISTANCE [24 CFR 983.251(a) and (b)]**

Applicants for PBV assistance must meet the same eligibility requirements as applicants for the tenant-based voucher program. Applicants must qualify as a family as defined by HUD and the PHA, have income at or below HUD-specified income limits, and qualify on the basis of citizenship or the eligible immigration status of family members [24 CFR 982.201(a) and 24 CFR 983.2(a)], and meet asset limitation requirements. In addition, an applicant family must provide social security information for family members [24 CFR 5.216 and 5.218] and consent to the PHA's collection and use of family information regarding income, expenses, and family composition [24 CFR 5.230]. The PHA may also not approve a tenancy if the owner (including a principal or other interested party) of the unit is the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless needed as a reasonable accommodation. An applicant family must also meet HUD requirements related to current or past criminal activity.

#### SNRHA Policy

The PHA will determine an applicant family's eligibility for the RAD PBV program in accordance with the policies in Chapter 3.

## **18-V.D. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c); Notice PIH 2019-23]**

The standard PBV regulations at 24 CFR 983.251 set out program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies. Any non-RAD PBV units located in the same project are also subject to these requirements.

### SNRHA Policy

The PHA will establish and manage separate waiting lists for individual projects or buildings that are receiving RAD PBV assistance. The PHA currently has waiting lists for the following RAD PBV projects:

- Biegger Estates (RAD-1)
- Rose Gardens (RAD-1)
- Espinoza Terrace (RAD-1)
- Landsman (RAD-1)
- Vera Johnson B (RAD-1)
- Lubertha Johnson Estates (RAD-1)
- Marion D. Bennett Sr. Plaza (RAD-1)
- Archie Grant (RAD-1)
- James Downs Towers (RAD-1)

For any applicants on the public housing waiting list that are likely to be ineligible for admission to a covered project converting to PBV because the household's TTP is likely to exceed the RAD gross rent, the PHA will consider transferring such household, consistent with program requirements for administration of waiting lists, to the PHA's remaining public housing waiting lists or to another voucher waiting list, in addition to transferring such household to the waiting list for the covered project.

To the extent any wait list relies on the date and time of application, the applicants shall have priority on the wait lists to which their application was transferred in accordance with the date and time of their application to the original waiting list.

The PHA will maintain the project-specific waiting list in accordance with all applicable civil rights and fair housing regulations found at 24 CFR 903.7(b)(2)(ii)-(iv). The PHA will provide applicants full information about each development, including an estimate of the wait time, location, occupancy, number and size of accessible units, and amenities like day care, security, transportation, and training programs at each development with a site-based waiting list. The system for selection will be consistent with all applicable civil rights and fair housing laws and regulations and may not be in conflict with any imposed or pending court order, settlement agreement, or complaint brought by HUD.

The PHA will give priority to participants moving under a VAWA emergency transfer from one PBV development to another in accordance with Section 18-VI.E.

### **18-V.E. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]**

After conversion to RAD PBV, applicants who will occupy units with RAD PBV assistance must be selected from the PHA's waiting list. The PHA may establish selection criteria or preferences for occupancy of particular PBV units.

#### **Income Targeting [24 CFR 983.251(c)(6); Notice PIH 2019-23]**

At least 75 percent of the families admitted to the PHA's tenant-based and project-based voucher programs during the PHA fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Families in place at the time of the conversion are exempt from income targeting requirements. New admissions follow standard PBV requirements. Any non-RAD PBV units located in the same project are also subject to these requirements.

#### **Units with Accessibility Features [24 CFR 983.251(c)(7)]**

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, the PHA must first refer families who require such features to the owner.

#### **Preferences [24 CFR 983.251(d); FR Notice 11/24/08; Notice PIH 2019-23]**

The PHA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units.

#### SNRHA Policy

The SNRHA will also establish and manage separate waiting lists for the following Rental Assistance Demonstration (RAD) Program properties and may have individual preference at each building as follows:

- Biegger Estates (RAD-1)
- Rose Gardens (RAD-1) – Elderly Preference
- Espinoza Terrace (RAD-1)
- Landsman (RAD-1)
- Vera Johnson B (RAD-1)
- Lubertha Johnson Estates (RAD-1) – Elderly Preference
- Marion D. Bennett Sr. Plaza (RAD-1) – Elderly/Disabled Preference
- Archie Grant (RAD-1) – Elderly Preference
- James Downs Towers (RAD-1) – Elderly Preference
- Hullum Homes (RAD-1)

## **18-V.F. OFFER OF PBV ASSISTANCE**

### **Refusal of Offer [24 CFR 983.251(e)(3)]**

The PHA is prohibited from taking any of the following actions against a family who has applied for, received, or refused an offer of PBV assistance:

- Refusing to list the applicant on the waiting list for tenant-based voucher assistance
- Denying any admission preference for which the applicant qualifies
- Changing the applicant's place on the waiting list based on preference, date, and time of application, or other factors affecting selection under the PHA's selection policy
- Removing the applicant from the tenant-based voucher waiting list

### **Disapproval by Landlord [24 CFR 983.251(e)(2)]**

If a PBV owner rejects a family for admission to the owner's units, such rejection may not affect the family's position on the tenant-based voucher waiting list.

### **Acceptance of Offer [24 CFR 983.252]**

#### ***Family Briefing***

When a family accepts an offer for PBV assistance, the PHA must give the family an oral briefing. The briefing must include information on how the program works and the responsibilities of the family and owner. In addition to the oral briefing, the PHA must provide a briefing packet that explains how the PHA determines the total tenant payment for a family, the family obligations under the program, and applicable fair housing information.

#### ***Persons with Disabilities***

If an applicant family's head or spouse is disabled, the PHA must assure effective communication, in accordance with 24 CFR 8.6, in conducting the oral briefing and in providing the written information packet. This may include making alternative formats available (see Chapter 2). In addition, the PHA must have a mechanism for referring a family that includes a member with a mobility impairment to an appropriate accessible PBV unit.

#### ***Persons with Limited English Proficiency***

The PHA should take reasonable steps to assure meaningful access by persons with limited English proficiency in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166 (see Chapter 2).

## **18-V.G. OWNER SELECTION OF TENANTS [24 CFR 983.253]**

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection.

### **Leasing [24 CFR 983.253(a)]**

During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by the PHA from the PHA's waiting list. The contract unit leased to the family must be the appropriate size unit for the size of the family, based on the PHA's subsidy standards.

### **Filling Vacancies [24 CFR 983.254(a)]**

The owner must promptly notify the PHA of any vacancy or expected vacancy in a contract unit. After receiving such notice, the PHA must make every reasonable effort to promptly refer a sufficient number of families for the owner to fill such vacancies. The PHA and the owner must make reasonable efforts to minimize the likelihood and length of any vacancy.

#### SNRHA Policy

The owner must notify the PHA in writing (mail, fax, or email) within five business days of learning about any vacancy or expected vacancy.

The PHA will make every reasonable effort to refer families to the owner within 10 business days of receiving such notice from the owner.

## **18-V.H. TENANT SCREENING [24 CFR 983.255]**

### **PHA Responsibility**

The PHA is not responsible or liable to the owner or any other person for the family's behavior or suitability for tenancy. However, the PHA may opt to screen applicants for family behavior or suitability for tenancy and may deny applicants based on such screening.

#### SNRHA Policy

The PHA will not conduct screening to determine a PBV applicant family's suitability for tenancy.

The PHA must provide the owner with an applicant family's current and prior address (as shown in PHA records) and the name and address (if known by the PHA) of the family's current landlord and any prior landlords.

In addition, the PHA may offer the owner other information the PHA may have about a family, including information about the tenancy history of family members or about drug trafficking and criminal activity by family members. The PHA must provide applicant families a description of the SNRHA Policy on providing information to owners, and the PHA must give the same types of information to all owners.

The PHA may not disclose to the owner any confidential information provided in response to a request for documentation of domestic violence, dating violence, sexual assault, stalking, or human trafficking except at the written request or with the written consent of the individual providing the documentation [24 CFR 5.2007(c)].

#### SNRHA Policy

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

### **Owner Responsibility**

The owner is responsible for screening and selection of the family to occupy the owner's unit. When screening families the owner may consider a family's background with respect to the following factors:

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

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## PART VI: OCCUPANCY

### 18-VI.A. OVERVIEW

After an applicant has been selected from the waiting list, determined eligible by the PHA, referred to an owner, and determined suitable by the owner, the family will sign the lease and occupancy of the unit will begin.

### 18-VI.B. LEASE [24 CFR 983.256]

The tenant must have legal capacity to enter into a lease under state and local law. *Legal capacity* means that the tenant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

The tenant and the owner must enter into a written lease agreement that is signed by both parties. The tenancy addendum must include, word-for-word, all provisions required by HUD.

#### Lease Requirements [24 CFR 983.256(c); Notice PIH 2019-23]

The lease for a PBV unit must specify all of the following information:

- The names of the owner and the tenant;
- The unit rented (address, apartment number, if any, and any other information needed to identify the leased contract unit);
- The term of the lease (initial term and any provision for renewal);
- The amount of the tenant rent to owner, which is subject to change during the term of the lease in accordance with HUD requirements;
- A specification of the services, maintenance, equipment, and utilities that will be provided by the owner;
- The amount of any charges for food, furniture, or supportive services; and
- For any family admitted following conversion, the lease must specify what will happen if the family elects to remain in its unit after increasing its income such that it requires zero HAP. Specifically, the lease must make clear how the tenant rent will be calculated, and it must address the transition to a new lease. The PHA must include resident procedural rights for termination notification and grievance procedures in the owner's lease. These requirements are not part of the regular PBV program but are required under RAD.

#### Tenancy Addendum [24 CFR 983.256(d)]

The tenancy addendum in the lease must state:

- The program tenancy requirements
- The composition of the household as approved by the PHA (the names of family members and any PHA-approved live-in aide)

All provisions in the HUD-required tenancy addendum must be included in the lease. The terms of the tenancy addendum prevail over other provisions of the lease.



**Initial Term and Lease Renewal [24 CFR 983.256(f); RAD PBV Quick Reference Guide 6/20]**

Leases for residents who will remain in place (i.e., who will not be relocated solely as a result of conversion) must have an effective date that coincides with—and must be signed on or before—the effective date of the RAD PBV HAP contract.

The initial lease term must be for at least one year. The lease must provide for automatic renewal after the initial term of the lease in either successive definitive terms (e.g., month-to-month or year-to-year) or an automatic indefinite extension of the lease term. For automatic indefinite extension of the lease term, the lease terminates if any of the following occur:

- The owner terminates the lease for good cause
- The tenant terminates the lease
- The owner and tenant agree to terminate the lease
- The PHA terminates the HAP contract
- The PHA terminates assistance for the family

**Changes in the Lease [24 CFR 983.256(e)]**

If the tenant and owner agree to any change in the lease, the change must be in writing, and the owner must immediately give the PHA a copy of all changes.

The owner must notify the PHA in advance of any proposed change in the lease regarding the allocation of tenant and owner responsibilities for utilities. Such changes may only be made if approved by the PHA and in accordance with the terms of the lease relating to its amendment. The PHA must redetermine reasonable rent, in accordance with program requirements, based on any change in the allocation of the responsibility for utilities between the owner and the tenant. The redetermined reasonable rent will be used in calculation of the rent to owner from the effective date of the change.

### **Owner Termination of Tenancy [24 CFR 983.257; Notice PIH 2019-23]**

With two exceptions, the owner of a PBV unit may terminate tenancy for the same reasons an owner may in the tenant-based voucher program (see Section 12-III.B. and 24 CFR 982.310). In the PBV program, terminating tenancy for “good cause” does not include doing so for a business or economic reason, or a desire to use the unit for personal or family use or other non-residential purpose.

Projects converting from public housing to PBV under RAD have additional procedural rights that do not apply to the standard PBV program. These procedural rights must be included in the owner’s lease as well as the PHA’s administrative plan. In addition to the regulations at 24 CFR 983.257 related to project owner termination of tenancy and eviction (which MTW agencies may not alter) the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease, which may not be less than:

- A reasonable period of time, but not to exceed 30 days:
  - If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction
- Not less than 14 days in the case of nonpayment of rent
- Not less than 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply

These provisions apply to non-RAD PBV units located in the project as well.

### ***Tenant Absence from the Unit [24 CFR 983.256(g) and 982.312(a)]***

The lease may specify a maximum period of family absence from the unit that may be shorter than the maximum period permitted by SNRHA Policy. According to program requirements, the family’s assistance must be terminated if they are absent from the unit for more than 180 consecutive days. PHA termination of assistance actions due to family absence from the unit are subject to 24 CFR 982.312, except that the unit is not terminated from the HAP contract if the family is absent for longer than the maximum period permitted.

**Continuation of Housing Assistance Payments [24 CFR 983.258; Notice PIH 2019-23; Notice PIH 2023-19; RAD PBV Quick Reference Guide 6/20]**

***Pre-Conversion Residents***

The unit for a family with a TTP that equals or exceeds the gross rent (which is defined as the contract rent plus any utility allowance for the unit) must be placed on the PBV HAP contract and the family must be admitted to the PBV program. In this case, and until such time as the family's TTP falls below the gross rent, the family will pay the owner the alternate rent which is defined as the lesser of:

- The family's TTP minus the utility allowance (subject to any required phase-in); or
- The Zero HAP Rent Cap, which is the lower of:
  - 110 percent of the applicable FMR minus the utility allowance; or
  - In the event the units are subject to more restrictive rent setting requirement under the LIHTC or HOME programs (or other programs approved by HUD on a project-specific basis, the rent to owner set to comply with such requirements.

The family will continue to pay this amount until/if circumstances change, and HAP is paid on their behalf. In other words, assistance may subsequently be reinstated if the tenant becomes eligible for assistance in which case normal PBV rent requirements will apply to the family. In such cases, the resident is still considered a program participant. All of the family obligations and protections under RAD and standard PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the NSPIRE standards, apply as long as the unit is under HAP contract or added back to the HAP Contract. Any non-RAD PBV units located in the same project are also subject to these requirements.

After a family has paid the Zero HAP Rent Cap for a period of 180 days, the PHA must remove the unit from the HAP Contract and the family's participating in the PBV program ends. If the Covered Project is fully assisted and the family subsequently leaves the property, the PHA must reinstate the unit back onto the HAP contract and admit an eligible family. If the Covered Project is partially assisted and the family subsequently leaves the property, the unit must be reinstated back onto the HAP contract unless the PHA previously substituted a different unit on the HAP contract in accordance with 24 CFR § 983.207 or, where "floating units" have been permitted.

Additionally, if the family continues to reside in the project after the family's unit was removed from the HAP contract, the family may request to return to the PBV program if the family's income subsequently decreases to the extent that the family's TTP is less than the Zero-HAP Rent Cap, and the family is otherwise eligible for PBV assistance. The PHA must, at the earliest opportunity, reinstate the family's unit back onto the HAP contract to provide rental assistance to the family. If the project was partially assisted and the PHA previously substituted a different unit on the HAP contract, the PHA must substitute the family's unit for a vacant unit on the HAP contract if there is a vacant unit at the time of the request, or by doing so as soon as a unit on the HAP contract becomes vacant if there are no vacant units on the HAP contract at the time of the family request

### *New Admission Families*

Unless a waiver is requested and approved, following conversion, 24 CFR 983.53(d) applies, and any new admission referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program. This means a family's TTP may not equal or exceed the gross rent for the unit at admission. The PHA may request a waiver from HUD in order to admit otherwise eligible families whose TTP exceeds gross rent and to allow the units those families occupy to remain under the HAP contract even if the PHA has not paid HAP for the family in 180 days.

Further, for any new families admitted after the conversion, assistance will be terminated 180 days after the last housing assistance payment on their behalf. The cessation of housing assistance payments does not affect the family's other rights under its lease, nor does it preclude the resumption of payments as a result of later changes in income, rents, or other relevant circumstances if such changes occur within the 180-day window. If a family's assistance is terminated as a result of their zero HAP status, the PHA must remove the unit from the HAP contract. If the project is fully assisted and the family subsequently leaves the property, the PHA must reinstate the unit after the family has vacated the property and admit an eligible family. If the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207 or where floating units have been permitted.

Per the RAD Use Agreement, the owner may charge the family a rent that does not exceed 30 percent of 80 percent of the area median income. If a unit is removed from the RAD PBV HAP contract, then the lease terminates automatically, as stated in the tenancy addendum, as though the RAD PBV HAP contract had been terminated. The tenant must be offered a new lease, which must reflect the new tenant rent. A tenant in this circumstance is no longer a program participant and therefore no longer benefits from any of the rights or protections specific to RAD, or to the PBV program. Should the family subsequently lose employment, the owner may choose to reduce the family's rent, but if the family wishes to be admitted to the HCV/PBV program, then it must be admitted through the waiting list like any other applicant.

In circumstances where low RAD PBV rents may prohibit a significant number of otherwise eligible families on the waiting list from being admitted to the project because they do not require subsidy, and which could consequently create an undue concentration of poverty at the project compared to non-RAD PBV projects, a PHA may request a waiver from HUD for the covered project. The waiver will apply the alternative requirements applicable to the pre-conversion residents to new admission families.

#### SNRHA Policy

The PHA will request a waiver from HUD to allow families whose TTP initially exceeds gross rent to occupy units.

If a participating family who was admitted after the RAD conversion receive zero assistance and subsequently experiences a change in circumstances that would result in a HAP payment to the owner, the family must notify the PHA of the change and request an interim reexamination before the expiration of the 180-day period.

## **Security Deposits [24 CFR 983.259; RAD PBV Quick Reference Guide 6/20]**

Owners are permitted to recognize security deposit amounts that have been previously provided by tenants who are in-place at the time of the RAD conversion. If a tenant residing in a converting project has not previously provided a security deposit, then the owner may collect a security deposit at the time of initial lease execution. Otherwise, the security deposit requirements for standard PBV apply.

The owner may collect a security deposit from the tenant. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants.

### SNRHA Policy

The PHA will allow the owner to collect a security deposit amount the owner determines is appropriate.

When the tenant moves out of a contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.

If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. The PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

### **18-VI.C. PUBLIC HOUSING FSS AND ROSS PARTICIPANTS [Notice PIH 2019-23]**

Current PH FSS participants will continue to participate in the PHA's FSS program, and PHAs will be allowed to use any PH FSS funds granted previously or pursuant to the current fiscal year (FY) PH FSS notice of funding availability (NOFA) to serve those FSS participants who live in units converted to RAD and who will as a result be moving to the HCV FSS program. A PHA must convert the PH FSS program participants at the covered project to their HCV FSS program.

Residents who were converted from the PH FSS program to the HCV FSS program through RAD may not be terminated from the HCV FSS program or have HCV assistance withheld due to the participant's failure to comply with the contract of participation. Consequently, 24 CFR 984.303(b)(5)(iii) does not apply to FSS participants in converted properties.

At the completion of the FSS grant, PHAs should follow the normal closeout procedures outlined in the grant agreement. If the PHA continues to run an FSS program that serves PH and/or HCV participants, the PHA will continue to be eligible (subject to NOFA requirements) to apply for FSS funding.

Current Resident Opportunities and Self-Sufficiency–Service Coordinators (ROSS–SC) program grantees will be able to finish out their current ROSS–SC grants once their housing is converted under RAD. However, once the property is converted, it will no longer be eligible to be counted towards the unit count for future public housing ROSS–SC grants.

At the completion of the ROSS-SC grant, PHAs should follow the normal closeout procedures outlined in the grant agreement. Please note that ROSS-SC grantees may be a nonprofit or local resident association and this consequence of a RAD conversion may impact those entities.

Any non-RAD PBV units located in the same project are also subject to these requirements.

### **18-VI.D. RESIDENT PARTICIPATION AND FUNDING [Notice PIH 2019-23]**

Residents of covered projects converting assistance to PBVs will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

## 18-VI.E. MOVES

### **Overcrowded, Under-Occupied, and Accessible Units [24 CFR 983.260; Notice PIH 2019-23]**

All in-place tenants at the time of conversion are eligible to remain in the project. Over-housed families should be moved into appropriately sized units if such units are available in the new or rehabbed project. If appropriately sized units are not available, the existing tenants may continue to be over-housed until an appropriately sized unit becomes available or until the tenant leaves the project. Once the unit turns over, it must be leased to an appropriately sized family. Any non-RAD PBV units located in the same project are also subject to these requirements.

Following conversion, the standard PBV regulations apply. If the PHA determines that a family is occupying a wrong-size unit, based on the PHA's subsidy standards, or a unit with accessibility features that the family does not require, and the unit is needed by a family that does require the features, the PHA must promptly notify the family and the owner of this determination, and the PHA must offer the family the opportunity to receive continued housing assistance in another unit.

#### SNRHA Policy

The PHA will notify the family and the owner of the family's need to move based on the occupancy of a wrong-size or accessible unit within 10 business days of the PHA's determination. The PHA will offer the family the following types of continued assistance in the following order, based on the availability of assistance:

- PBV assistance in the same building or project
- PBV assistance in another project
- Tenant-based voucher assistance

If the PHA offers the family a tenant-based voucher, the PHA must terminate the housing assistance payments for a wrong-size or accessible unit at the earlier of the expiration of the term of the family's voucher, including any extension granted by the PHA, or the date upon which the family vacates the unit. If the family does not move out of the wrong-size unit or accessible unit by the expiration of the term of the family's voucher, the PHA must remove the unit from the HAP contract.

If the PHA offers the family another form of assistance that is not a tenant-based voucher, and the family does not accept the offer, does not move out of the PBV unit within a reasonable time as determined by the PHA, or both, the PHA must terminate the housing assistance payments for the unit at the expiration of a reasonable period as determined by the PHA and remove the unit from the HAP contract.

#### SNRHA Policy

When the PHA offers a family another form of assistance that is not a tenant-based voucher, the family will be given 30 days from the date of the offer to accept the offer and move out of the PBV unit. If the family does not move out within this 30-day time frame, the PHA will terminate the housing assistance payments at the expiration of this 30-day period.

The PHA may make exceptions to this 30-day period if needed for reasons beyond the family's control such as death, serious illness, or other medical emergency of a family member.

#### **Family Right to Move [24 CFR 983.261]**

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the PHA.



## **Choice Mobility [Notice PIH 2019-23; PRRAC Choice Mobility Implementation Guidance, 8/20]**

### ***Family's Right to Choice Mobility***

Under RAD PBV, the choice mobility option provides families with the opportunity to move with continued assistance any time after 12 months of occupancy. All residents in converted properties should be aware of their housing mobility rights and of their options in a range of neighborhoods.

#### SNRHA Policy

To ensure that residents are fully aware of and understand their rights under choice mobility, the PHA will inform families of their rights under the choice mobility option and the benefits to moving to lower poverty areas, and provide a summary of the steps necessary to exercise this option, at the time the family signs the lease for the RAD PBV unit and during their annual recertification.

Information on choice mobility will be made be accessible to persons with disabilities, ensuring any information, electronic or otherwise, is accessible for persons with vision, hearing, and other disabilities. This information will also be made available in accordance with Limited English Proficiency (LEP) requirements, including document translation and user of interpretation services. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements.

### ***Moving with Continued Assistance under Choice Mobility***

If the family wishes to move with continued tenant-based assistance under choice mobility, the family must contact the PHA to request the rental assistance prior to providing notice to terminate the lease. If the family terminates the lease in accordance with lease requirements, the PHA is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance. If a voucher or other comparable tenant-based assistance is not immediately available, the PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

Families are eligible to move with continued assistance under choice mobility after 12 months of occupancy. If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

### SNRHA Policy

Prior to providing notice to the owner to terminate the lease, the family may submit a written request to the PHA for a choice mobility voucher at any time after completing the 12-month occupancy requirement.

The family will remain eligible to request a choice mobility voucher as long as they continue living at the same covered project. If a family moves from one covered project to another covered project prior to completing their 12-month occupancy requirement, their 12-month clock will reset. The family must wait 12 months from the date of move at the new property before they may request another choice mobility voucher. If a family transfers to a different unit within the same covered project, the 12-month clock does not reset.

The PHA will maintain a combined, agency-wide waiting list for all standard PBV and RAD PBV families wishing to exercise mobility after one year of tenancy. This list will be maintained separately from the tenant-based HCV list. Families on the choice mobility waiting list will be given priority over families on the tenant-based waiting list. The choice mobility waiting list will be organized by date and time of the family's written request to exercise choice mobility. The list will also identify whether families live in standard or RAD PBV units.

The PHA will not subject RAD PBV families applying for choice mobility vouchers to any additional rescreening requirements in order to receive a tenant-based voucher.

Families exercising choice mobility will not be required to vacate their units before a lease has been entered into using their tenant-based voucher. At the time the PHA issues a choice mobility voucher, the PHA will notify the family of their right to remain in their unit if they are unable find a rental unit using the tenant-based voucher.

### ***Turnover Cap***

If as a result of RAD, the total number of PBV units (including RAD PBV units) administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD, the PHA may establish a turnover cap. The PHA is not required to provide more than three-quarters of its turnover vouchers in any single year to the residents of covered projects. If the PHA chooses to establish a turnover cap and the cap is implemented, the PHA must create and maintain a waiting list in the order requests from eligible households were received.

### SNRHA Policy

The PHA will not establish a choice mobility cap.

## **Emergency Transfers under VAWA [Notice PIH 2017-08]**

Except where special consideration is needed for the project-based voucher program, the PHA will follow VAWA policies as outlined in Chapter 16 Part IX of this administrative plan, including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA (Exhibit 16-4).

HUD requires that the PHA include policies that address when a victim has been living in a unit for less than a year or when a victim seeks to move sooner than a tenant-based voucher is available.

### SNRHA Policy

When the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking has lived in the unit for less than one year, the PHA will provide several options for continued assistance.

The PHA will first try to transfer the participant to another PBV unit in the same development or transfer to a different development where the PHA has PBV units. The PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible. If assistance is transferred to another development, the PHA will give priority to the participant on the other development's waiting list.

If no units are available for an internal transfer to a PBV development or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to either tenant-based rental assistance (HCV) or assistance in the PHA's public housing program. Such a decision will be made by the PHA based on the availability of tenant-based vouchers and/or vacancies in public housing units. Such families must be selected from the waiting list for the applicable program. The PHA has adopted a waiting list preference for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking in both its HCV and public housing programs in order to expedite this process. See Section 4-III.C. of this administrative plan.

If a victim wishes to move after a year of occupancy in the unit, but no tenant-based vouchers are available, the PHA will offer the participant an internal transfer to another PBV unit in the same development or a transfer to a different development where the PHA has PBV units. The PHA will expedite the administrative processes in this case in an effort to conduct the transfer as quickly as possible.

If no units are available for an internal transfer, or if there is reasonable cause to believe that such a transfer would put the victim in jeopardy, the participant may receive continued assistance through an external transfer to the PHA's public housing program. The PHA has adopted a waiting list preference for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking as part of the public housing ACOP in order to expedite this process.

## **18-VI.F. REEXAMINATIONS [RAD PBV Quick Reference Guide 6/20]**

A family living in a unit converted from public housing to RAD PBV may retain its certification date. Unless a family's annual reexamination is due at the same time as the effective date of the RAD PBV HAP contract, the PHA does not need to recertify tenants at the point of conversion. For each family residing in a unit undergoing conversion of assistance under RAD, the administering PHA will have to submit a form HUD-50058 reflecting the family's admission to the voucher program. The effective date of the new admission will be the same as the effective date of the RAD PBV HAP contract. The form should include the same information previously found on the public housing form 50058, including the next annual reexamination date.

## **18-VI.G. EARNED INCOME DISALLOWANCE [Notice PIH 2019-23]**

Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR 5.617. Upon the expiration of the EID for such families, the rent adjustment will not be subject to rent phase-in; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time. Any non-RAD PBV units located in the same project are also subject to these requirements.

Under the HCV program, the EID exclusion is limited to only persons with disabilities [24 CFR 5.617(b)]. In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in section 5.617(b) limiting EID to only persons with disabilities is waived. The waiver and resulting alternative requirement only applies to tenants receiving the EID at the time of conversion. No other tenant, such as tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion (e.g., due to loss of employment), tenants that move into the property following conversion, etc., is covered by this waiver.

## **18-VI.H. RESIDENTS' PROCEDURAL RIGHTS [Notice PIH 2019-23]**

HUD is incorporating additional termination notification requirements for public housing projects that convert assistance under RAD to PBV and to non-RAD PBV units located in the same project beyond those for the standard PBV program. In addition to the regulations at 24 CFR 983.257 related to owner termination of tenancy and eviction (which MTW agencies may not alter), the termination procedure for RAD conversions to PBV requires that PHAs provide adequate written notice of termination of the lease, which is:

- A reasonable period of time, but not to exceed 30 days:
  - If the health or safety of other tenants, project owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction.
- Not less than 14 days in the case of nonpayment of rent
- Not less than 30 days in any other case, except that if a state or local law provides for a shorter period of time, such shorter period will apply

## **18-VI.I. INFORMAL REVIEWS AND HEARINGS [Notice PIH 2019-23]**

In addition to reasons for an informal hearing listed at 24 CFR 982.555(a)(1)(i)–(v) (See 16-III.C. Informal Hearings for Participants), an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to an owner action in accordance with the individual’s lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident’s rights, obligations, welfare, or status.

- For any hearing required under 24 CFR 982.555(a)(1)(i)–(v), the contract administrator will perform the hearing in accordance with Chapter 16 Part III: Informal Reviews and Hearings, as is the current standard in the program.
- For any additional hearings required under RAD, the PHA (as owner) will perform the hearing.

An informal hearing will not be required for class grievances or for disputes between residents not involving the PHA (as owner) or contract administrator. This hearing requirement does not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the PHA (as owner) or contract administrator.

The owner must give residents notice of their ability to request an informal hearing as outlined in 24 CFR 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR 982.555(a)(1)(i)–(v). (See Chapter 16)

The owner must provide an opportunity for an informal hearing before an eviction.

## **PART VII: DETERMINING CONTRACT RENT**

### **18-VII.A. INITIAL CONTRACT RENTS [Notice PIH 2019-23]**

RAD conversions are intended to be cost-neutral, and therefore, should not exceed current public housing funding as adjusted for unit size. Since public housing units do not currently have contract rents, HUD provides an estimate of current contract rents for each PHA's public housing units based on current funding as adjusted by bedroom size. Current funding includes operating subsidy, tenant rents, capital funds, replacement housing factor funds (RHF), and demolition disposition transitional funding (DDTF). The funding may limit the amount of initial rent for a property. A detailed explanation of the determination of current funding may be found in Attachment 1C of Notice PIH 2019-23. Once the current funding amount is calculated, the amount is adjusted by bedroom size to determine the current funding rent. HUD uses the same bedroom adjustment factors as in the metropolitan FMR schedules where the project is located.

PHAs may adjust subsidy (and contract rents) across multiple projects as long as the PHA does not exceed the aggregate subsidy for all of the projects the PHA has submitted for conversion under RAD.

Notwithstanding HUD's calculation of the initial contract rent based on the project's subsidy under the public housing program and any modifications made to the initial contract rent, the initial rents are set at the lower of:

- An amount determined by the PHA, not to exceed 110 percent of the fair market rent (FMR) or the PHA's exception payment standard approved by HUD, or the alternate rent cap in a PHA's MTW agreement minus any utility allowance
- The reasonable rent
- The rent requested by the owner

**18-VII.B. ADJUSTING CONTRACT RENTS [Notice PIH 2019-23; RAD PBV Quick Reference Guide 6/20; PHA Asset Repositioning “How to Apply OCAF for RAD PBV” Webinar]**

RAD PBV contract rents are adjusted differently than contract rents in the standard PBV program. At each annual anniversary of the HAP contract, contract rents will be adjusted only by HUD’s operating cost adjustment factor (OCAF) that is applied to the current contract rent, less the portion of the rent paid for debt service, subject to the availability of appropriations for each year of the contract term. As such, section 8(o)(13)(I) of the 1937 Act, and 24 CFR 983.301 and 983.302, concerning rent determinations, do not apply when adjusting rents. The rent to owner may at no time exceed the reasonable rent charged for comparable unassisted units in the private market, as determined by the contract administrator in accordance with 24 CFR 983.303.

Contract rents may not exceed the reasonable rent (as determined by the PHA that administers the contract or the independent entity, as applicable), with the exception that the contract rent for each unit may not be reduced below the initial contract rent under the initial HAP contract.

However, the rent to owner may fall below the initial contract rent in the following situations:

- To correct errors in calculations in accordance with HUD requirements
- If additional housing assistance has been combined with PBV assistance after the execution of the initial HAP contract and a rent decrease is required pursuant to 983.55 (prohibition of excess public assistance)
- If a decrease in rent to owner is required based on changes in the allocation of responsibility for utilities between the owner and the tenant

The contract rent adjustment will be the lesser of:

- The current contract rent increased by the operating cost adjustment factor (OCAF), which is published annually in the *Federal Register*; or
- The reasonable rent

The administering PHA (or independent entity, if the project is PHA-owned) is responsible for processing rent adjustments at each contract anniversary date in accordance with the prevailing OCAF. The PHA who administers the contract (directly or via an independent entity) must maintain records to demonstrate how OCAF amounts were determined and how rent adjustments were calculated. HUD approval of rent adjustments is not required.

Properties are eligible to receive prior years’ OCAF adjustments for years in which the OCAF was not taken. The OCAF must be applied retroactively if it was missed. The PHA administering the contract (or the independent entity) must make sure that all OCAFs have been applied correctly since the RAD closing and calculate the current rents accordingly, including making sure that the RAD PBV contract rents do not exceed the PBV program caps.

### SNRHA Policy

The owner will request a contract rent adjustment from the PHA who administers the contract within 120 days, but no less than 60 days, prior to the HAP contract anniversary date by submitting a completed OCAF rent adjustment worksheet (Form HUD-9624). The independent entity will validate the data on the form and determine whether the rent exceeds the reasonable rent charged for comparable unassisted units in the private market, in accordance with 24 CFR 983.303. If rents would be unreasonable following application of the requested OCAF, then the rent will only be increased up to the reasonable rent. The independent entity will notify the PHA who administers the contract in writing of the results of its review of the rent adjustment request. The PHA who administers the contract will retain a copy of the worksheet and any other records necessary to demonstrate how the OCAF was used to make rent adjustments for audit purposes. The approved rent adjustment will go into effect via written notice from the PHA that administers the project to the owner. This notice will constitute an amendment to the rents specified on Exhibit A of the RAD PBV HAP contract. The new rents to owner will take effect on the date of the contract anniversary.

### **Rent Decrease**

Rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

### **18-VII.C. UTILITY ALLOWANCES [Notice PIH 2019-23; *RAD PBV Quick Reference Guide 6/20*]**

When contract rent amounts are set initially, the amount does not include a utility allowance. In general, the utility allowances that are used on the initial HAP contract at closing are the public housing utility allowances that are in effect prior to conversion. The CHAP must be updated prior to conversion to reflect current public housing utility allowances. At its discretion, a PHA may use the FMRs and utility allowances in effect during the 30-day period immediately before the beginning date of the HAP contract.

After conversion, the PHA that administers the contract must maintain the utility allowance schedule. The PHA may either maintain a utility allowance schedule for tenant-paid utilities in accordance with standard PBV and HCV utility allowance regulations at 24 CFR 983.301(f)(2)(ii) and 24 CFR 982.517, respectively, or the PHA may instead apply site-specific utility allowances. HUD waived the requirement for the standard PBV program that the HCV utility allowance be used. If a site-specific utility allowance is used, the utility allowance is applicable to non-RAD PBV units in the project and is calculated consistent with Notice H 2015-04.

Each family transitions to the new utility allowance at their first recertification following conversion.

### SNRHA Policy

The PHA will use the HCV utility allowance schedule for the RAD PBV developments.



## **18-VII.D. REASONABLE RENT [24 CFR 983.303]**

At the time the initial rent is established and all times during the term of the HAP contract, the rent to owner for a contract unit may not exceed the reasonable rent for the unit as determined by the PHA, except rents must not be reduced below the initial rent except to correct errors, for additional subsidy to the property, or to realign utility responsibilities.

### **How to Determine Reasonable Rent**

The reasonable rent of a unit receiving PBV assistance must be determined by comparison to rent for other comparable unassisted units. When making this determination, the PHA must consider factors that affect market rent. Such factors include the location, quality, size, type and age of the unit, as well as the amenities, housing services maintenance, and utilities to be provided by the owner.

### ***Comparability Analysis***

For each unit, the comparability analysis must use at least three comparable units in the private unassisted market. This may include units in the premises or project that is receiving project-based assistance. The analysis must show how the reasonable rent was determined, including major differences between the contract units and comparable unassisted units, and must be retained by the PHA. The comparability analysis may be performed by PHA staff or by another qualified person or entity. Those who conduct these analyses or are involved in determining the housing assistance payment based on the analyses may not have any direct or indirect interest in the property.

### **PHA-Owned Units**

For PHA-owned units, the amount of the reasonable rent must be determined by an independent entity approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for PHA-owned units to the PHA and to the HUD field office where the project is located.

## **PART VIII: PAYMENTS TO OWNER**

### **18-VIII.A. HOUSING ASSISTANCE PAYMENTS**

During the term of the HAP contract, the PHA must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with NSPIRE and is leased to and occupied by an eligible family. The housing assistance payment must be paid to the owner on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

Except for discretionary vacancy payments, the PHA may not make any housing assistance payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of the housing assistance payment by the PHA is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance).

In order to receive housing assistance payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

## **18-VIII.B. VACANCY PAYMENTS [24 CFR 983.352]**

If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month when the family moves out. However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

### SNRHA Policy

If the PHA determines that the owner is responsible for a vacancy and as a result is not entitled to keep the housing assistance payment, the PHA will notify the landlord of the amount of housing assistance payment that the owner must repay. The PHA will require the owner to repay the amount owed in accordance with the policies in Section 16-IV.B.

At the discretion of the PHA, the HAP contract may provide for vacancy payments to the owner. The PHA may only make vacancy payments if:

- The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and identifies the date when the family moved out (to the best of the owner's knowledge);
- The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;
- The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and
- The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.

The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payment.

### SNRHA Policy

If an owner's HAP contract calls for vacancy payments to be made, and the owner wishes to receive vacancy payments, the owner must have properly notified the PHA of the vacancy in accordance with the policy in Section 18-V.G. regarding filling vacancies.

In order for a vacancy payment request to be considered, it must be made within 10 business days of the end of the period for which the owner is requesting the vacancy payment. The request must include the required owner certifications and the PHA may require the owner to provide documentation to support the request. If the owner does not provide the information requested by the PHA within 10 business days of the PHA's request, no vacancy payments will be made.

### **18-VIII.C. TENANT RENT TO OWNER [24 CFR 983.353; Notice PIH 2019-23]**

The tenant rent is the portion of the rent to owner paid by the family. The amount of tenant rent is determined by the PHA in accordance with HUD requirements. Any changes in the amount of tenant rent will be effective on the date stated in the PHA notice to the family and owner.

The family is responsible for paying the tenant rent (total tenant payment minus the utility allowance). The amount of the tenant rent determined by the PHA is the maximum amount the owner may charge the family for rental of a contract unit. The tenant rent covers all housing services, maintenance, equipment, and utilities to be provided by the owner. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess payment to the tenant.

#### **Initial Certifications [Notice PIH 2019-23]**

For the initial certification, the PHA will use the family's public housing tenant rent (reflected on line 10f of the family's most recent 50058) at the date of conversion to calculate HAP and tenant rent for the PBV program. The PHA will use this amount until the effective date of the earlier of the family's first regular or interim recertification following the conversion. At that point, the PHA will use the family's TTP based on the recertification and the applicable utility allowance (HCV or RAD PBV site-based, as applicable) to determine PBV HAP and tenant rent. Any non-RAD PBV units located in the same project are subject to the same requirements.

#### **Tenant and PHA Responsibilities**

The family is not responsible for the portion of rent to owner that is covered by the housing assistance payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the PHA.

Likewise, the PHA is responsible only for making the housing assistance payment to the owner in accordance with the HAP contract. The PHA is not responsible for paying tenant rent, or any other claim by the owner, including damage to the unit. The PHA may not use housing assistance payments or other program funds (including administrative fee reserves) to pay any part of the tenant rent or other claim by the owner.

#### **Utility Reimbursements**

If the amount of the utility allowance exceeds the total tenant payment, the PHA must pay the amount of such excess to the tenant as a reimbursement for tenant-paid utilities, and the tenant rent to the owner must be zero.

The PHA may pay the utility reimbursement directly to the family or to the utility supplier on behalf of the family. If the PHA chooses to pay the utility supplier directly, the PHA must notify the family of the amount paid to the utility supplier.

#### **SNRHA Policy**

The PHA will make utility reimbursements directly to the family.

#### **18-VIII.D. PHASE-IN OF TENANT RENT INCREASES [Notice PIH 2019-23; PHA Asset Repositioning “Phase-in of Tenant Rents” Webinar]**

For in-place tenants, if the amount the tenant would pay for rent and utilities (TTP) would increase by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over three years. To implement this provision, HUD is waiving section 3(a)(1) of the 1937 Act, as well as 24 CFR 983.3 (definition of *total tenant payment (TTP)*) only to the extent necessary to allow for the phase-in of tenant rent increases. For families who were on EID at the time of conversion to RAD PBV, upon the expiration of the EID, the rent adjustment is not subject to rent phase-in.

The PHA must communicate this policy in writing to affected residents. Any non-RAD PBV units located in the same covered project are subject to the terms of the phase-in provisions.

##### SNRHA Policy

The PHA will use the family’s public housing tenant rent (reflected on line 10f of the family’s most recent 50058) at the date of conversion to calculate the family’s tenant rent in PBV. The PHA will implement a three-year phase-in for in-place families whose TTP increases by more than the greater of 10 percent or \$25 purely as a result of the conversion as follows:

Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion: 33 percent of the difference between the most recently paid TTP and the currently calculated PBV TTP. (If the family was paying flat rent immediately prior to conversion, the PHA will use the flat rent amount to calculate the phase-in for Year 1.)

Year 2: Year 2 annual recertification and any interim recertification: 50 percent of the difference between the most recently paid TTP and the currently calculated PBV TTP

Year 3: Year 3 annual recertification and all subsequent recertifications: Full calculated TTP

Once the standard TTP is equal to or less than the previous TTP, the phase-in ends, and tenants will pay full TTP from that point forward.

If the family’s income falls during the phase-in period such that the currently calculated PBV TTP falls below the amount that would otherwise be the phased-in rent, the family pays the currently calculated PBV TTP and the phase-in ends.

The PHA will communicate the PHA’s phase-in policy in writing to the family at the time the PHA first determines that the family qualifies for a rent phase-in.

Any non-RAD PBV units located in the same project are also subject to rent phase-in requirements.

## **18.VIII.E. OTHER FEES AND CHARGES [24 CFR 983.354]**

### **Meals and Supportive Services**

With the exception of PBV assistance in assisted living developments, the owner may not require the tenant to pay charges for meals or supportive services. Non-payment of such charges is not grounds for termination of tenancy.

In assisted living developments receiving PBV assistance, the owner may charge for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of the reasonable rent. However, non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.

### **Other Charges by Owner**

The owner may not charge extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

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**EXHIBIT 18-1: BIEGGER ESTATES**

**Date:** 10/24/23

**DEVELOPMENT INFORMATION**

**Development Name:** Biegger Estates

**Address:** 5701 Missouri Ave, Las Vegas, NV 89122

**Owner Information:** Southern Nevada Regional Housing Authority

**Property Management Company:** Cornerstone Residential, (801) - 296 - 6002

**PHA-Owned:** Yes, Southern Nevada Regional Housing Authority

**Mixed-Finance Development:** No

**HAP CONTRACT**

**Closing Date:** 11/10/2016

**List Which RAD Notice Applies to the Project:** PIH 2019-23

**Effective Date of Contract:** 6/1/2016

**HOTMA Requirements:** Pre-HOTMA

**Term of HAP Contract:** 20 years

**Expiration Date of Contract:** 6/1/2036

**PBV UNITS**

|                              | <b>0 BR</b> | <b>1 BR</b> | <b>2 BR</b> | <b>3 BR</b> | <b>4 BR</b> | <b>5 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------|
| <b># of Units</b>            |             |             | 87          | 22          | 10          |             | 119          |
| <b>Initial Contract Rent</b> | \$          | \$          | \$544       | \$803       | \$953       | \$          |              |



**Unit Designation:** Floating

**Accessible Units and Features:** None

**Target Population:** None

**Excepted Units (Notice PIH 2012-32, REV-2 Developments Only):** None

**Supportive Services:** No

**Elderly Units:** No

**Disabled Units:** No

### **WAITING LIST AND SELECTION**

**Waiting List Type:** Waiting list for entire PBV program

**Preferences:** Same as HCV; see Chapter 7

**Preference Verification:** 24 CFR 983.260; Notice PIH 2019-23

**For the PBV program, is the income limit the same as the HCV program?** Yes

### **OCCUPANCY**

**Subsidy Standards:**

Same as HCV; see Chapter 5

**Utilities:** See Exhibit C- HAP-C

**Vacancy Payments:** Yes

**EXHIBIT 18-2: ESPINOZA TERRACE**

**Date:** 10/25/23

**DEVELOPMENT INFORMATION**

**Development Name:** Espinoza Terrace

**Address:** 171 W Van Wagenen St. Henderson, NV 89015

**Owner Information:** Espinoza Terrace LLC , (702) 565 - 7183

**Property Management Company:** Southern Nevada Regional Housing Authority

**PHA-Owned:** Yes

**Mixed-Finance Development:** No

**HAP CONTRACT**

**Closing Date:** 10/31/19

**List Which RAD Notice Applies to the Project:** PIH 2012-32

**Effective Date of Contract:** 8/1/2018

**HOTMA Requirements:** Post- HOTMA

**Term of HAP Contract:** 20 years

**Expiration Date of Contract:** 8/1/2038

**PBV UNITS**

|                              | <b>0 BR</b> | <b>1 BR</b> | <b>2 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|-------------|--------------|
| <b># of Units</b>            | 60          | 36          | 4           | 100          |
| <b>Initial Contract Rent</b> | \$645.00    | \$797.00    | \$1,000.00  |              |

**Unit Designation:** Fixed

**Accessible Units and Features:** None

**Target Population:** None

**Excepted Units (Notice PIH 2012-32, REV-2 Developments Only):** None

**Supportive Services:** Yes, see Exhibit D of HAP contract

**Elderly Units:** No

**Disabled Units:** No

### **WAITING LIST AND SELECTION**

**Waiting List Type:** Site-based waiting list

**Preferences:** Same as HCV; see Chapter 4

**Preference Verification:** Same as HCV; see Chapter 7

**For the PBV program, is the income limit the same as the HCV program?** Same as HCV; see Chapter 3

### **OCCUPANCY**

**Subsidy Standards:** Same as HCV; see Chapter 5

**Utilities:** See Exhibit C of HAP-C

**Vacancy Payments:** Yes, vacancy payments will be paid.

**EXHIBIT 18-3: MARION BENNETT PLAZA**

**EXHIBIT 18-1: PBV DEVELOPMENT INFORMATION**

**Date:** 10/30/23

**DEVELOPMENT INFORMATION**

**Development Name:** Marion Bennett Plaza

**Address:** 1818 Balzar Avenue Las Vegas, NV 89106

**Owner Information:** Balzar Apartments, LLC (702) 477 - 3100

**Property Management Company:** Southern Nevada Regional Housing Authority

**PHA-Owned:** Yes

**Mixed-Finance Development:** No

**HAP CONTRACT**

**Closing Date:** 7/31/2019

**List Which RAD Notice Applies to the Project:** PIH 2019-23

**Effective Date of Contract:** 8/1/2019

**HOTMA Requirements:** Post - HOTMA

**Term of HAP Contract:** 20 years

**Expiration Date of Contract:** 8/1/2039

**PBV UNITS**

|                              | <b>1 BR</b> | <b>2 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|--------------|
| <b># of Units</b>            | 60          | 5           | 65           |
| <b>Initial Contract Rent</b> | \$647       | \$802       |              |

**Unit Designation:** Fixed

**Accessible Units and Features:** None

**Target Population:** None

**Excepted Units (Notice PIH 2012-32, REV-2 Developments Only):** None

**Supportive Services:** No

**Elderly Units:** No

**Disabled Units:** No

### **WAITING LIST AND SELECTION**

**Waiting List Type:** Waiting list for entire PBV program

**Preferences:** Same as HCV; see Chapter 4

**Preference Verification:** Same as HCV; see Chapter 7

**For the PBV program, is the income limit the same as the HCV program?** Same as HCV; see Chapter 3

### **OCCUPANCY**

**Subsidy Standards:** Same as HCV; see Chapter 5

**Utilities:** See Exhibit C of HAP-C

**Vacancy Payments:** Yes, the PHA will provide vacancy payments to the owner.

**EXHIBIT 18-4: ARCHIE GRANT PARK**

**Date:** 10/25/23

**DEVELOPMENT INFORMATION**

**Development Name:** Elderly East - Archie Grant Park

**Address:** 1720 Searles Ave Las Vegas, NV 89101

**Owner Information:** Archie Grant LLC, (702) 477 - 3110

**Property Management Company:** Southern Nevada Regional Housing Authority,

**PHA-Owned:** Yes

**Mixed-Finance Development:** Yes

**HAP CONTRACT**

**Closing Date:** 09/30/2019

**List Which RAD Notice Applies to the Project:** PIH 2012-32, REV-2

**Effective Date of Contract:** 10/01/2019

**HOTMA Requirements:** Post-HOTMA

**Term of HAP Contract:** 20 years

**Expiration Date of Contract:** 10/01/2039

**PBV UNITS**

|                              | <b>0 BR</b> | <b>1 BR</b> | <b>2 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|-------------|--------------|
| <b># of Units</b>            | 40          | 72          | 13          | 125          |
| <b>Initial Contract Rent</b> | \$560       | \$684       | \$849       |              |

**Unit Designation:** Fixed

**Accessible Units and Features:** 8 units are for mobility impaired, 4 units are for hearing impaired

**Target Population:** None

**Excepted Units (Notice PIH 2012-32, REV-2 Developments Only):** Yes

**Supportive Services:** Yes, see Exhibit D of HAP contract

**Elderly Units:** Yes, 125

**Disabled Units:** No

### **WAITING LIST AND SELECTION**

**Waiting List Type:** Site-based waiting list

**Preferences:** Same as HCV; see Chapter 4 (for all)

**Preference Verification:** Same as HCV; see Chapter 7

**For the PBV program, is the income limit the same as the HCV program?** Same as HCV; see Chapter 3

### **OCCUPANCY**

**Subsidy Standards:** Same as HCV; see Chapter 5

**Utilities:** Per Exhibit C of the HAP-C

**Vacancy Payments:** Yes

**EXHIBIT 18-5: LUBERTHA JOHNSON ESTATES**

**EXHIBIT 18-1: PBV DEVELOPMENT INFORMATION**

**Date:** 10/26/23

**DEVELOPMENT INFORMATION**

**Development Name:** Lubertha Johnson Estates

**Address:** 3900 Perry Street, Las Vegas, NV, 89122

**Owner Information:** Lubertha Johnson Estates Senior, LLC

**Property Management Company:** SNRHA

**PHA-Owned:** Yes

**Mixed-Finance Development:** No

**HAP CONTRACT**

**Closing Date:** 11/20/2019

**List Which RAD Notice Applies to the Project:** PIH 2012-32, REV-2

**Effective Date of Contract:** 12/1/2019

**HOTMA Requirements:** Post-HOTMA

**Term of HAP Contract:** 20 years

**Expiration Date of Contract:** 12/1/2039

**PBV UNITS**

|                              | <b>1 BR</b> | <b>2 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|--------------|
| <b># of Units</b>            | 89          | 23          | 112          |
| <b>Initial Contract Rent</b> | \$684       | \$849       |              |

**Unit Designation:** Fixed



**Accessible Units and Features:** 21 units are designed for mobility impaired, 11 units are designed for hearing or sight impaired

**Target Population:** None

**Excepted Units (Notice PIH 2012-32, REV-2 Developments Only):** None

**Supportive Services:** Yes

**Elderly Units:** No

**Disabled Units:** No

### **WAITING LIST AND SELECTION**

**Waiting List Type:** Site Specific Waiting List

**Preferences:** Same as HCV; see Chapter 4

**Preference Verification:** Same as HCV; see Chapter 7

**For the PBV program, is the income limit the same as the HCV program?** Same as HCV; see Chapter 3

### **OCCUPANCY**

**Subsidy Standards:** Same as HCV; see Chapter 5

**Utilities:** See Exhibit C of HAP-C

**Vacancy Payments:** Yes

**EXHIBIT 18-6: JAMES DOWN TOWERS**

**EXHIBIT 18-1: PBV DEVELOPMENT INFORMATION**

**Date:** 10/26/2023

**DEVELOPMENT INFORMATION**

**Development Name:** James Down Towers

**Address:** 5000 Alta Drive, Las Vegas, NV 89107

**Owner Information:** James Down Towers LLC, (702) 787 -1009

**Property Management Company:** Southern Nevada Regional Housing Authority,

**PHA-Owned:** Yes

**Mixed-Finance Development:** No

**HAP CONTRACT**

**Closing Date:** 6/30/2023

**List Which RAD Notice Applies to the Project:** PIH 2019-23

**Effective Date of Contract:** 7/1/2023

**HOTMA Requirements:** Post-HOTMA

**Term of HAP Contract:** 20 years

**Expiration Date of Contract:** 7/1/2043

**PBV UNITS**

|                              | <b>1 BR</b> | <b>2 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|--------------|
| <b># of Units</b>            | 79          | 1           | 80           |
| <b>Initial Contract Rent</b> | \$999       | \$1220      |              |

**Unit Designation:** Fixed

**Accessible Units and Features:** Yes, Twelve (12) 1-bedroom and one (1) two-bedroom units for a total of thirteen (13) units fully accessible to individuals with a physical disability. The building includes elevator service to all unit entries. Four (4) 1-bedroom and one (1) two-bedroom units for a total of five (5) units that are accessible for individuals with a visual or hearing disability.

**Target Population:** None

**Excepted Units (Notice PIH 2012-32, REV-2 Developments Only):** None

**Supportive Services:** Yes, see Exhibit D of HAP contract

**Elderly Units:** No

**Disabled Units:** Yes

### WAITING LIST AND SELECTION

**Waiting List Type:** Site Specific Waiting List

**Preferences:** Same as HCV; see Chapter 4

**Preference Verification:** Same as HCV; see Chapter 7

**For the PBV program, is the income limit the same as the HCV program?** Same as HCV; see Chapter 3

### OCCUPANCY

**Subsidy Standards:** Same as HCV; see Chapter 5

**Utilities:** Yes, see exhibit C of HAP-C

**Vacancy Payments:** Yes

**EXHIBIT 18-7: LANDSMAN GARDENS**

**Date:** 10/25/23

**DEVELOPMENT INFORMATION**

**Development Name:** Landsman Gardens Apartments

**Address:** 750 N Major Ave, Henderson, NV 89015

**Owner Information:** Landsman Family, LLC, (702) 922-6060

**Property Management Company:** Cornerstone, (801) 296 -6002

**PHA-Owned:** Yes

**Mixed-Finance Development:** No

**HAP CONTRACT**

**Closing Date:** 1/1/2014

**List Which RAD Notice Applies to the Project:** PIH 2012-32, REV3

**Effective Date of Contract:** 1/1/2014

**HOTMA Requirements:** Pre-HOTMA

**Term of HAP Contract:** 15 years

**Expiration Date of Contract:** 1/1/2029

**PBV UNITS**

|                              | <b>2 BR</b> | <b>3 BR</b> | <b>4 BR</b> | <b>5 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|-------------|-------------|--------------|
| <b># of Units</b>            |             |             |             |             | 100          |
| <b>Initial Contract Rent</b> | \$594       | \$807       | \$964       | \$1104      |              |

**Unit Designation:** Fixed

**Accessible Units and Features:** Five (5) RAD units out of total One Hundred (100) RAD units will be designed for the mobility impaired, and two (2) units will be designed for hearing or sight impaired.

**Target Population:** None

**Excepted Units (Notice PIH 2012-32, REV-2 Developments Only):** None

**Supportive Services:** No

**Elderly Units:** No

**Disabled Units:** Yes, Five (5) RAD units out of total One Hundred (100) RAD units will be designed for the mobility impaired, and two (2) units will be designed for hearing or sight impaired.

### **WAITING LIST AND SELECTION**

**Waiting List Type:** Waiting list for entire PBV program

**Preferences:** Same as HCV; see Chapter 4

**Preference Verification:** Same as HCV; see Chapter 7

**For the PBV program, is the income limit the same as the HCV program?** Same as HCV; see Chapter 3

### **OCCUPANCY**

**Subsidy Standards:** Same as HCV; see Chapter 5

**Utilities:** Yes, see Exhibit C of HAP-C

**Vacancy Payments:** Yes, vacancy payments may be paid.

**EXHIBIT 18-8: VERA JOHNSON MANOR B**

**Date:** 11/07/2023

**DEVELOPMENT INFORMATION**

**Development Name:** Vera Johnson Manor B

**Address:** 503 N Lamb Blvd, Las Vegas, NV 89110

**Owner Information:** Vera Johnson B LP, (702) 410-2708

**Property Management Company:** Nevada Hand, (702) 501-8767

**PHA-Owned:** Yes

**Mixed-Finance Development:** No

**HAP**

**Closing Date:** 11/30/2016

**List Which RAD Notice Applies to the Project:** PIH 2012-32, REV-2

**Effective Date of Contract:** 12/01/2016

**HOTMA Requirements:** Pre-HOTMA

**Term of HAP Contract:** 20 years

**Expiration Date of Contract:** 12/01/2036

**PBV UNITS**

|                              | <b>0 BR</b> | <b>1 BR</b> | <b>2 BR<br/>End unit</b> | <b>2 BR<br/>Middle unit</b> | <b>3 BR</b> | <b>4 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|--------------------------|-----------------------------|-------------|-------------|--------------|
| <b># of Units</b>            |             |             | 26                       | 65                          | 13          |             | 10404        |
| <b>Initial Contract Rent</b> | \$0         | \$0\$       | \$734                    | \$730                       | \$1065      | \$          |              |

**Unit Designation:** Fixed

**Accessible Units and Features:** None

**Target Population:** None

**Excepted Units (Notice PIH 2012-32, REV-2 Developments Only):** None

**Supportive Services:** Yes, see Exhibit D of HAP contract

**Elderly Units:** No

**Disabled Units:** No

### **WAITING LIST AND SELECTION**

**Waiting List Type:** Waiting list for entire PBV program

**Preferences:** Same as HCV; see Chapter 4

**Preference Verification:** Same as HCV; see Chapter 7

**For the PBV program, is the income limit the same as the HCV program?** Same as HCV; see Chapter 3

### **OCCUPANCY**

**Subsidy Standards:** Same as HCV; see Chapter 5

**Utilities:** See Exhibit C of HAP-C

**Vacancy Payments:** Yes, vacancy payment

**EXHIBIT 18-9: ROSE GARDENS SENIOR APARTMENTS**

**Date:** 11/6/2023

**DEVELOPMENT INFORMATION**

**Development Name:** Rose Gardens Senior Apartments

**Address:** 1731 Yale Street Las Vegas, NV 89030

**Owner Information:** Rose Gardens Senior LP, (404) 984-5600

**Property Management Company:** Nevada Hand, (702) 739 -3345

**PHA-Owned:** Yes

**Mixed-Finance Development:** No

**HAP CONTRACT**

**Closing Date:** 12/1/2018

**List Which RAD Notice Applies to the Project:** PIH 2012-32, REV-2

**Effective Date of Contract:** 12/1/2018

**HOTMA Requirements:** Post-HOTMA

**Term of HAP Contract:** 20 years

**Expiration Date of Contract:** 12/1/2038

**PBV UNITS**

|                              | <b>1 BR</b> | <b>2 BR</b> | <b>Total</b> |
|------------------------------|-------------|-------------|--------------|
| <b># of Units</b>            | 102         | 18          | 120          |
| <b>Initial Contract Rent</b> | \$862       | \$1070      |              |



**Unit Designation:** Fixed

**Accessible Units and Features:** Six (6) units out of the total 120 RAD units are designed for the mobility impaired, and Three (3) units of the total 120 RAD units are designed for hearing or sight impaired.

**Target Population:** None

**Excepted Units (Notice PIH 2012-32, REV-2 Developments Only):** Six (6) units out of the total 120 RAD units are designed for the mobility impaired, and Three (3) units of the total 120 RAD units are designed for hearing or sight impaired.

**Supportive Services:** Yes, see Exhibit D of HAP contract

**Elderly Units:** Yes, 120

**Disabled Units** Yes, Six (6) units out of the total 120 RAD units are designed for the mobility impaired, and Three (3) units of the total 120 RAD units are designed for hearing or sight impaired.

#### **WAITING LIST AND SELECTION**

**Waiting List Type:** Waiting list for entire PBV program

**Preferences:** Same as HCV; see Chapter 4

**Preference Verification:** Same as HCV; see Chapter 7

**For the PBV program, is the income limit the same as the HCV program?** Same as HCV; see Chapter 3

#### **OCCUPANCY**

**Subsidy Standards:** Same as HCV; see Chapter 5

**Utilities:** See Exhibit C of HAP-C

**Vacancy Payments:** Yes

## Chapter 19

### SPECIAL PURPOSE VOUCHERS

#### INTRODUCTION

Special purpose vouchers are specifically funded by Congress in separate appropriations from regular HCV program funding in order to target specific populations. Special purpose vouchers include vouchers for the following programs:

- Family Unification Program (FUP)
- Foster Youth to Independence (FYI) program
- Veterans Affairs Supportive Housing (VASH)
- Mainstream
- [Non-Elderly Disabled \(NED\)](#)
- [Stability Voucher program](#)

#### SNRHA Policy

The PHA will administer the following types of special purpose vouchers:

- [Family Unification Program \(FUP\)](#)
- [Foster Youth to Independence \(FYI\) program](#)
- [Veterans Affairs Supportive Housing \(VASH\)](#)
- [Mainstream voucher program](#)
- [Non-Elderly Disabled \(NED\) vouchers](#)
- [Stability Voucher program](#)

#### **List special purpose vouchers administered by the PHA]**

This chapter describes HUD regulations and PHA policies for administering special purpose vouchers. The policies outlined in this chapter are organized into five sections, as follows:

Part I: Family Unification Program (FUP)

Part II: Foster Youth to Independence (FYI) program

Part III: Veterans Affairs Supportive Housing (VASH)

Part IV: Mainstream voucher program

Part V: Non-Elderly Disabled (NED) vouchers

[Part VI: Stability Voucher program](#)

Except as addressed by this chapter and as required under federal statute and HUD requirements, the general requirements of the HCV program apply to special purpose vouchers.

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## PART I: FAMILY UNIFICATION PROGRAM (FUP)

### 19-1.A. PROGRAM OVERVIEW [Fact Sheet, Housing Choice Voucher Program Family Unification Program (FUP)]

#### Overview

The Family Unification Program (FUP) was authorized by Congress in 1990 to help preserve and reunify families. PHAs that administer the program provide vouchers to two different populations—FUP families and FUP youth.

Families eligible for FUP are families for whom the lack of adequate housing is a primary factor in:

- The imminent placement of the family’s child or children in out-of-home care; or
- The delay in the discharge of the child or children to the family from out-of-home care.

There is no time limitation on FUP family vouchers, and the family retains their voucher as long as they are HCV-eligible. There is no requirement for the provision of supportive services for FUP family vouchers.

Youth eligible for FUP are those who:

- Are at least 18 years old and not more than 24 years of age;
- Have left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act at age 16 and older; and
- Are homeless or at risk of becoming homeless.

FUP youth vouchers are limited by statute to a period between 36 and 60 months of housing assistance. Supportive services must also be provided to FUP-eligible youth by the Public Child Welfare Agency (PCWA) or by another agency or organization under contract with the PCWA for the period of time defined in the notice or Notice of Funding Availability/Opportunity (NOFA/O) for which funding was made available.

PHAs that wish to administer FUP vouchers must apply to HUD by submitting an application under an active Notice of Funding Opportunity (NOFO). While the FUP program is administered in accordance with HCV regulations, the FUP NOFOs issued by HUD provide specific program information and requirements.

In order to administer the program, the PHA must also form a partnership with a local PCWA who is responsible for determining the family or youth meets FUP eligibility requirements and referring them to the PHA. Once the referral is received, the PHA is responsible for placing the FUP family or youth on the PHA’s waiting list and determining whether they are eligible to receive assistance under the PHA’s HCV program.

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### Assigning Vouchers [FUP FAQs]

The PHA may, but is not required to, assign a specific number or percentage of FUP vouchers for FUP youths and FUP families. Unless the PHA assigns a specific number or percentage of FUP vouchers to a designated FUP population, the PHA must serve any referrals (youths or families) that meet all program eligibility requirements up to the PHA's designated FUP program size.

#### SNRHA Policy

The PHA has not designated any specific number or percentage of FUP vouchers for youths or families. The PHA will serve all referrals that meet program eligibility requirements, up to the PHA's FUP voucher allocation.

### 19-I.B. PUBLIC CHILD WELFARE AGENCY (PCWA)

Families and youth do not apply directly to the PHA for FUP vouchers. They are instead referred by a PCWA with whom the PHA has entered into a Memorandum of Understanding (MOU). The partnering PCWA initially determines whether the family or youth meets the FUP program eligibility requirements listed in 19-I.C. and 19-I.D. and then refers those families or youths to the PHA.

HUD strongly encourages PHAs and PCWAs to make decisions collaboratively on the administration of the program and to maintain open and continuous communication. The PCWA must have a system for identifying FUP-eligible youth within the agency's caseload and for reviewing referrals from a Continuum of Care (COC) if applicable.

#### SNRHA Policy

The PHA has entered into an MOU with the following partnering organizations *[insert names of public child welfare agency (PCWA), continuum of care, and any other partnering organizations]*.

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## Supportive Services

The PCWA must provide supportive services for the period of time defined in the notice or NOFA/O for which the funding was made available to all FUP-eligible youth regardless of their age. The MOU between the PHA and the PCWA should identify the period of time in which supportive services will be provided.

### SNRHA Policy

The PCWA will provide supportive services for all FUP youth for a period of 36 months.

Supportive services may be provided to FUP-eligible youth by the PCWA or by another agency or organization under agreement or contract with the PCWA, including the PHA. The organization providing the services and resources must be identified in the MOU. The following services must be offered:

- Basic life skills information or counseling on money management, use of credit, housekeeping, proper nutrition or meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services);
- Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance or referrals for assistance on security deposits, utility hook-up fees, and utility deposits;
- Providing such assurances to owners of rental property as are reasonable and necessary to assist a FUP-eligible youth to rent a unit with a FUP voucher;
- Job preparation and attainment counseling (where to look and how to apply, dress, grooming, relationships with supervisory personnel, etc.); and
- Educational and career advancement counseling regarding attainment of general equivalency diploma (GED), or attendance or financing of education at a technical school, trade school, or college, including successful work ethic and attitude models.

### SNRHA Policy

Additional supportive services will not be offered.

A FUP-eligible youth cannot be required to participate in these services as condition of receipt of the FUP voucher.

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### 19-I.C. FUP FAMILY VOUCHER ELIGIBILITY CRITERIA

FUP family assistance is reserved for eligible families that the PCWA has certified are a family for whom a lack of adequate housing is a primary factor in:

- The imminent placement of the family’s child or children in out-of-home care, or
- The delay in the discharge of the child or children to the family from out-of-home care.

*Lack of adequate housing* means the family meets any one of the following conditions:

- Living in substandard housing, which refers to a unit that meets any one of the following conditions:
  - Does not have operable indoor plumbing
  - Does not have a usable flush toilet inside the unit for the exclusive use of a family or youth
  - Does not have a usable bathtub or shower inside the unit for the exclusive use of a family or youth
  - Does not have electricity, or has inadequate or unsafe electrical service
  - Does not have a safe or adequate source of heat
  - Should, but does not, have a kitchen
  - Has been declared unfit for habitation by an agency or unit of government, or in its present condition otherwise endangers the health, safety, or well-being of the family or youth
  - Has one or more critical defects, or a combination of intermediate defects in sufficient number or to the extent that it requires considerable repair or rebuilding. The defects may result from original construction, from continued neglect or lack of repair, or from serious damage to the structure
- Being homeless as defined in 24 CFR 578.3
- Living in a unit where the presence of a household member with certain characteristics (i.e., conviction for certain criminal activities) would result in the imminent placement of the family’s child or children in out-of-home care, or the delay in the discharge of the child or children to the family from out-of-home care
- Living in housing not accessible to the family’s disabled child or children due to the nature of the disability

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- Living in an overcrowded unit, which is defined as living in a unit where one of the following conditions has been met:
  - The family is separated from its child or children and the parents are living in an otherwise standard housing unit, but, after the family is reunited, the parents' housing unit would be overcrowded for the entire family and would be considered substandard; or
  - The family is living with its child or children in a unit that is overcrowded for the entire family and this overcrowded condition may result, in addition to other factors, in the imminent placement of its child or children in out-of-home care.
  - For purposes of this definition, the determination as to whether the unit is overcrowded is made in accordance with the PHA subsidy standards in Chapter 5, Part III of this policy.

Since HUD does not define *imminent placement*, the partnering PCWA may use its discretion to determine whether the potential out of home placement of the family's child or children is imminent [FUP FAQs].

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### 19-I.D. FUP YOUTH VOUCHER ELIGIBILITY CRITERIA

While FUP family vouchers operate as regular HCVs after the family is referred from the PCWA, there are several aspects of the FUP youth vouchers that make them distinct from the FUP family vouchers and from regular HCVs.

#### Eligibility Criteria

A FUP-eligible youth is a youth the PCWA has certified:

- Is at least 18 years old and not more than 24 years of age (has not yet reached their 25<sup>th</sup> birthday);
  - The FUP youth must be no more than 24 years old at the time the PCWA certifies them as eligible and at the time of HAP contract execution.
- Has left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act;
  - Foster care placement can include, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes in accordance with 24 CFR 5.576.
- Is homeless or at risk of becoming homeless at age 16 or older;
  - *At risk of being homeless* is fully defined at 24 CFR 576.2.
    - o This includes a person that is exiting a publicly funded institution, or system of care (such as a healthcare facility, a mental health facility, foster care or other youth facility, or correction program or institution).
    - o Therefore, youth being discharged from an institution may be eligible for a FUP voucher [FUP FAQs].
- Has an annual income at or below 30 percent of area median income; and
- Does not have sufficient resources or support networks (e.g., family, friends, faith-based or other social networks) immediately available to prevent them from moving to a supervised publicly or privately operated shelter designed to provide temporary living arrangements.

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## 19-I.E. ASSISTANCE PERIOD [FR Notice 1/24/22]

### Maximum Assistance Period

Although there is no time limit on FUP family vouchers, FUP youth vouchers are limited by statute. Unless the FUP youth meets an exception outlined below, after 36 months of assistance, the FUP youth voucher must be terminated. However, any period of time for which no subsidy (HAP) is being paid on behalf of the youth does not count toward the 36-month limitation.

If the FUP youth does meet the requirements outlined below, the statutory limit on FUP assistance is a total of 60 months of FUP voucher assistance [FR Notice 1/24/22].

### Extension of Assistance

FUP youth who first leased or lease a unit after December 27, 2020, may be eligible for an extension of assistance up to 24 months beyond the 36-month time limit (for a total of 60 months of assistance).

While FUP youth cannot be required to participate in the Family Self-Sufficiency (FSS) program as a condition of receipt of assistance, an eligible youth who participates in the FSS program and is in compliance with the applicable terms and conditions of the program is entitled to receive assistance for up to an additional 24 months. A FUP youth must accept an FSS slot if it is offered to them prior to the 36-month mark in order to receive an extension of assistance (unless the youth meets one of the statutory exceptions described below).

### Statutory Exceptions

A FUP youth will be entitled to receive an extension of assistance for up to 24 months beyond the 36-month time limit without participating in the PHA's FSS program if they certify that they meet one of the exceptions below:

- The FUP youth is a parent or other household member responsible for the care of a dependent child under the age of six or for the care of an incapacitated person.

#### SNRHA Policy

The PHA defines *incapacitated person* if he or she, for reasons other than being a minor, is unable to receive and evaluate information or make or communicate decisions to such an extent that the person lacks the ability to meet essential requirements for physical health, safety or self care without appropriate assistance.[NRS 159.019].

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The PHA will apply this exception in a manner that provides extensions of FUP youth assistance to the broadest population possible consistent with the statutory requirements.

The FUP youth will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FUP youth must submit.

The child or incapacitated person is not required to reside in the household in order for the youth to certify they meet this exception. For example, a child in a joint custody arrangement under the age of six who resides in the household only part-time may qualify the youth for this exception.

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- The FUP youth is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.

SNRHA Policy

The PHA will define *regular and active participation* in a manner that provides extensions of FUP youth assistance to the broadest population possible consistent with the statutory requirements.

The FUP youth will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FUP youth must submit.

- The FUP youth is a person who is incapable of complying with the requirement to participate in a FSS program as described above or engage in education, workforce development, or employment activities as described below, as applicable, due to a documented medical condition.

SNRHA Policy

The PHA will apply this requirement in a manner that provides extensions of FUP youth assistance to the broadest population possible consistent with statutory requirements.

The FUP youth will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FUP youth must submit.

A FUP youth that meets one of the above exceptions must still be offered an opportunity to enroll in the PHA's FSS program (if it is available to them) and receive any supportive services available to FUP youth. A FUP youth may choose to participate in an FSS program or engage in education, workforce development, or employment activities, even if they meet one of the above statutory exceptions.

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## Education, Workforce Development, or Employment Activities

If a PHA that carries out an FSS program is unable to offer a FUP youth an FSS slot during their first 36 months of receiving FUP youth assistance, the youth is considered to have been “unable to enroll” in the program and may have their voucher extended by meeting the education, workforce development, or employment criteria described below:

- The youth was engaged in obtaining a recognized postsecondary credential or a secondary school diploma or its recognized equivalent.

### SNRHA Policy

The PHA will use the definitions of *recognized postsecondary credential* and *secondary school diploma or its recognized equivalent* under the Workforce Innovation and Opportunity Act (WIOA). WIOA defines a *recognized postsecondary credential* as a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the state involved or federal government, or an associate or baccalaureate degree (29 U.S.C. 3102). Examples of a recognized postsecondary credential include, but are not limited to, an associate’s degree, bachelor’s degree, occupational licensure, or occupational certification (see U.S. Department of Labor, Training and Employment Guidance Letter No. 10–16, Change 1). For the purpose of WIOA, the U.S. Department of Labor defines a *secondary school diploma or its recognized equivalent* as a secondary school diploma (or alternate diploma) that is recognized by a state and that is included for accountability purposes under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA). A secondary school equivalency certification signifies that a student has completed the requirement for a high school education. Examples of a secondary school diploma or its recognized equivalent include, but are not limited to, obtaining certification of attaining passing scores on a state-recognized high school equivalency test, earning a secondary school diploma or state-recognized equivalent, or obtaining certification of passing a state-recognized competency-based assessment.

- The youth was enrolled in an *institution of higher education*, as such term is defined in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)) or an institution that meets the definition of a *proprietary institution of higher education* or a *postsecondary vocational institution* under sections 102(b)(1) and (c)(1) of the Higher Education Act of 1965 (20 U.S.C. 1002(b)(1) and (c)(1)), respectively.

### SNRHA Policy

Youth must be enrolled in education activities on at least a half-time basis, as defined by the institution that they attend. However, the PHA may make exceptions to this requirement if the youth is unable to enroll in a sufficient number of classes due to a lack of course offerings by the educational institution where the youth is enrolled.

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- The youth was participating in a career pathway, as such term is defined in Section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102). The term *career pathway* means a combination of rigorous and high-quality education, training, and other services that:
  - Aligns with the skill needs of industries in the economy of the state or regional economy involved;
  - Prepares an individual to be successful in any of a full range of secondary or postsecondary education options, including apprenticeships registered under the Act of August 16, 1937 (commonly known as the “National Apprenticeship Act”; 50 Stat. 664, chapter 663; 29 U.S.C. 50 et seq.) (referred to individually in this Act as an *apprenticeship*, except in section 3226 of this title);
  - Includes counseling to support an individual in achieving the individual’s education and career goals;
  - Includes, as appropriate, education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster;
  - Organizes education, training, and other services to meet the particular needs of an individual in a manner that accelerates the educational and career advancement of the individual to the extent practicable;
  - Enables an individual to attain a secondary school diploma or its recognized equivalent, and at least one recognized postsecondary credential; and
  - Helps an individual enter or advance within a specific occupation or occupational cluster.
- The youth was employed.

SNRHA Policy

The PHA will consider the youth to be employed if they work a minimum of 20 hours per week. The PHA may make exceptions to this requirement if the youth’s hours are reduced due to circumstances beyond their control or the youth must temporarily reduce their work hours due to a verified family emergency.

**FSS Enrollment at 24 Months**

If the FUP youth has not been provided an opportunity to enroll in the FSS program during the first 24 months of FUP assistance, HUD encourages the PHA to remind the youth at the 24-month reexamination of the education, workforce development, and employment requirements described above so that the youth has enough time to meet these requirements prior to the expiration of the 36-month time period for FUP assistance.

SNRHA Policy

If the FUP youth has not been provided an opportunity to enroll in the FSS program during the first 24 months of FUP assistance, the PHA will remind the youth at their second regular reexam of the education, workforce development, and employment requirements described above.

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### FSS Enrollment Between 36 and 48 Months

If an FSS slot becomes available between the 36-month and 48-month mark:

- The PHA must offer the slot to a FUP youth who had their voucher extended based on meeting the education, workforce development, or employment requirement listed above, or one of the statutory exceptions listed above (even if the youth previously declined an FSS slot because they met one of the statutory exceptions).
- The PHA must work with the youth to determine whether enrollment in FSS is feasible and in their best interest given any education, workforce development, or employment activities that the youth is engaged in and any statutory exceptions that apply to the youth, as well as the remaining time on their voucher.
- If the FUP youth accepts the FSS slot, the PHA must work with the youth to establish Contract of Participation goals and an Individual Training and Services Plan (ITSP) that can be accomplished within the time period left on the voucher.

If the FUP youth is offered an FSS slot prior to the 36-month mark, the youth:

- Will be required to enroll in the FSS program in order to receive an extension of assistance at the end of the 36-month time period (unless they meet one of the statutory exceptions described above).
- Will not be considered to have been “unable to enroll” in the FSS program as described above, and as a result, will not be eligible to receive an extension of assistance based on meeting the education, workforce development, or employment requirements described above.

### FSS Enrollment After 48 Months

The PHA may, but is not required to, offer a FUP youth an FSS slot that becomes available between the 48-month mark and the 60-month mark, since the youth will have already received their second and final extension.

#### SNRHA Policy

If an FSS slot becomes available between the 48 and 60-month marks, the PHA will not offer the FSS slot to a FUP youth.

### Extensions of Assistance

At the 36-month and 48-month reexamination, the PHA must extend FUP youth assistance if the youth is participating in and in compliance with the FSS program as long as the youth is still eligible for the HCV program.

In any case, the FUP youth cannot receive more than a total of 60 months of FUP youth voucher assistance, even if the FSS Contract of Participation time period extends beyond the voucher 60-month mark.

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### **No FSS Program or Unable to Enroll in FSS**

If a PHA does not carry out an FSS program or the FUP youth has been unable to enroll in the program during the first 36 months of receiving FUP assistance, the FUP youth is entitled to receive an extension of assistance for up to two successive 12-month periods beyond the 36-month time limit provided that the youth engaged in at least one of the education, workforce development, or employment activities described above for not less than nine months of the 12-month period preceding each extension. In order to meet the nine months out of the preceding 12 months requirement, the youth may have engaged in one of the education, workforce development, or employment activities described above or a combination of these activities.

### **Verification Prior to Annual Reexam**

In order to provide an extension of assistance, the PHA must verify compliance with the above requirements at the end of the 36-month time period and the 48-month time periods. The PHA does not need to verify compliance with these requirements at the end of the 60-month time period since the maximum length of assistance is 60 months.

To verify compliance with the education, workforce development, or employment requirement or one of the statutory exceptions, the PHA must provide the FUP youth written notification informing them that they may receive an extension of their FUP assistance and providing instructions on how the youth may demonstrate that they meet one of these conditions. This notification must be provided sufficiently in advance of the end of the 36-month or 48-month time periods, as applicable, to allow the FUP youth to demonstrate that they meet the education, workforce development, or employment requirement, or one of the statutory exceptions, and for the PHA to conduct an annual reexamination prior to the expiration of the FUP assistance.

#### SNRHA Policy

The PHA will verify compliance with the education, workforce development, or employment requirement, or one of the statutory exceptions, at the end of the 36-month and 48-month time periods prior to the FUP youth's scheduled annual reexamination. The PHA will not verify compliance at the end of the 60-month time period.

The PHA will provide each FUP youth on the PHA's program with a written notification informing them that they may receive an extension of their FUP assistance if they meet conditions outlined in this chapter and providing them with instructions on how they may demonstrate compliance at least 60 days prior to their scheduled annual reexam date. When necessary, the PHA will provide this notification in a format accessible to FUP youth with disabilities and in a translated format for FUP youth with limited English proficiency in accordance with Chapter 2.

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The PHA will use the following verification methods to verify a FUP youth's eligibility for voucher extensions:

To verify compliance with the FSS requirement, the PHA will examine its records to confirm, or obtain confirmation from the PHA's FSS program staff, that the FUP youth participant is in compliance with FSS program requirements and has not been terminated from the FSS program.

To meet the education, workforce development, or employment requirement, the PHA will verify that the FUP youth was engaged in at least one education, workforce development, or employment activity for at least nine months of the 12-month period immediately preceding the end of 36-month or 48-month time period, as applicable.

Due to the timing of when the PHA verifies compliance and conducts the annual reexamination, the FUP youth may have not yet met the nine-month requirement but may be able to demonstrate that they will meet the nine-month requirement as of the end of the 36-month or 48-month time period. In such cases, the FUP/FYI youth will still be considered to have met the requirements.

In order for the FUP youth to meet one of the statutory exceptions described above, the youth must submit a certification to the PHA that they meet one of these exceptions. This certification is the only documentation that the FUP youth must submit in order to demonstrate that they meet one of the statutory exceptions.

A FUP youth who received an extension of voucher assistance at the end of the 36-month time period based on meeting one of the conditions described in this chapter does not have to meet the same conditions when they reach the end of the 48-month time period. The FUP youth may demonstrate that they meet a different condition in order to receive an extension of their assistance.

If the PHA determines that the youth meets one of the statutory conditions, the PHA would then conduct an annual reexamination. If the annual reexamination determines that the youth is still eligible for the HCV program, the PHA must provide the FUP youth the extension of voucher assistance.

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**Termination of Assistance for Failure to Meet Conditions**

Failure of the FUP youth to meet one of the above conditions will only impact their ability to receive subsequent extensions of assistance. It will not serve as a basis for terminating the FUP assistance prior to the annual reexam.

If the FUP youth does not meet any of the conditions described in this chapter, the youth is subject to the statutory time limit of 36 months or the time limit of any extension that the youth has already received, and the FUP youth voucher must be terminated once the youth reaches this time limit. The calculation of the time limit begins from the date the first HAP contract is signed (for tenant-based vouchers) or from the date the youth entered into the initial lease agreement (for project-based vouchers). The number of months is calculated based on the number of months that HAP subsidy is being paid on behalf of the youth, not the number of months that the youth is in the FUP youth program. Prior to termination, the PHA must offer the FUP youth the opportunity to request an informal hearing, in accordance with Chapter 16.

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## 19-I.F. REFERRALS AND WAITING LIST MANAGEMENT

### Referrals

The PCWA must establish and implement a system to identify FUP-eligible families and youths within the agency's caseload and make referrals to the PHA. The PCWA must certify that the FUP applicants they refer to the PHA meet FUP eligibility requirements. The PHA is not required to maintain full documentation that demonstrates the family's or youth's FUP eligibility as determined by the PCWA but should keep the referral or certification from the PCWA.

#### SNRHA Policy

As part of the MOU, the PHA and PCWA have identified staff positions to serve as lead FUP liaisons. These positions will be responsible for transmission and acceptance of FUP referrals. The PCWA must commit sufficient staff and resources to ensure eligible families and youths are identified and determined eligible in a timely manner.

When FUP vouchers are available, the PHA liaison responsible for acceptance of referrals will contact the PCWA FUP liaison via email indicating the number of vouchers available and requesting an appropriate number of referrals. No more than 10 business days from the date the PCWA receives this notification, the PCWA liaison will provide the PHA with a list of eligible referrals include the name, address, and contact phone number for each adult individual who is being referred; a completed release form for each adult family member; and a written certification for each referral indicating the youth or family is FUP-eligible.

The PHA will maintain a copy of the referral or certification from the PCWA in the participant's file along with other eligibility paperwork.

A PHA must serve any referrals (youths or families) that meet all program eligibility requirements. If a PHA determines that it has received a sufficient number of referrals from the PCWA so that the PHA will be able to lease all FUP vouchers awarded, the PHA may request that the PCWA suspend transmission of referrals. If the PHA determines that additional referrals will be needed after it has made such a request, the PHA may request that the PCWA resume transmission of referrals [Notice PIH 2011-52].

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### Waiting List Placement

A family that is already participating in the regular HCV program cannot be transferred to a FUP voucher.

Once a referral is made, the PHA must compare the list of PCWA referrals to its HCV waiting list to determine if any applicants on the PCWA's referral list are already on the PHA's HCV waiting list. Applicants already on the PHA's HCV waiting list retain the order of their position on the list. Applicants not already on the PHA's HCV waiting list must be placed on the HCV waiting list.

If the PHA's HCV waiting list is closed, the PHA must open its HCV waiting list in order to accept new FUP applicants. If necessary, the PHA may open its waiting list solely for FUP applicants, but this information must be included in the PHA's notice of opening its waiting list (see section 4-II.C., Opening and Closing the Waiting List of this administrative plan).

#### SNRHA Policy

Within 10 business days of receiving the referral from the PCWA, the PHA will review the HCV waiting list and will send the PCWA a list confirming whether or not referrals are on the waiting list.

Referrals who are already on the list will retain their position and the list will be notated to indicate the family or youth is FUP-eligible.

For those referrals not already on the waiting list, the PHA will work with the PCWA to ensure they receive and successfully complete a pre-application or application, as applicable. Once the pre-application or application has been completed, the PHA will place the referral on the HCV waiting list with the date and time of the original referral and an indication that the referral is FUP-eligible.

### Waiting List Selection

The PHA selects FUP-eligible families or youths based on the PHA's regular HCV waiting list selection policies in Chapter 4, including any preferences that may apply.

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### 19-I.G. PHA HCV ELIGIBILITY DETERMINATION

Once a FUP-eligible family or youth is selected from the HCV waiting list, the PHA must determine whether the family or youth meets HCV program eligibility requirements. Applicants must be eligible under both FUP family or youth eligibility requirements, as applicable, and HCV eligibility requirements as outlined in Chapter 3 of this policy.

The PCWA may, but is not obligated to, provide information to the PHA on the family's criminal history.

#### SNRHA Policy

Subject to privacy laws, the PCWA will provide any available information regarding the applicant's criminal history to the PHA.

The PHA will consider the information in making its eligibility determination in accordance with the PHA's policies in Chapter 3, Part III.

#### **Additional FUP Eligibility Factors [FUP FAQs]**

For FUP family vouchers, the family must remain FUP-eligible through lease-up.

- If, after a family is referred by the PCWA but prior to issuing a family FUP voucher, the PHA discovers that the lack of adequate housing is no longer a primary factor for the family not reunifying, the FUP voucher may not be issued to the family.
- Similarly, if the FUP voucher has already been issued before the PHA discovers that the reunification will not happen, but the family has not yet leased up under the voucher, the PHA must not execute the HAP contract, as the family is no longer FUP-eligible.

FUP-eligible youth must be no more than 24 years old both at the time of PCWA certification and at the time of the HAP execution. If a FUP youth is 24 at the time of PCWA certification but will turn 25 before the HAP contract is executed, the youth is no longer eligible for a FUP youth voucher.

#### SNRHA Policy

Any applicant that does not meet the eligibility criteria for the HCV program listed in Chapter 3 or any eligibility criteria listed in this section will be notified by the PHA in writing following policies in Section 3-III.F., including stating the reasons the applicant was found ineligible and providing an opportunity for an informal review.

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**19.I.H. LEASE UP [FR Notice 1/24/22]**

Once the PHA determines that the family or youth meets HCV eligibility requirements, the family or youth will be issued a FUP voucher in accordance with PHA policies.

During the family briefing, PHAs must inform the FUP youth of:

- The extension of assistance provisions and requirements;
- The availability of the FSS program and offer them an FSS slot, if available, or offer to place them on the FSS waiting list (provided the PHA has an FSS program); and
- Supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services. However, participation in supportive services cannot be required as a condition of receiving FUP youth assistance.

SNRHA Policy

Eligible applicants will be notified by the PHA in writing following policies in Section 3-III.F. of this administrative plan. FUP families will attend a standard HCV briefing in accordance with PHA policies in Part I of Chapter 5 of this administrative plan. FUP youth will be briefed individually. The PHA will provide all aspects of the written and oral briefing as outlined in Part I of Chapter 5 but will also provide an explanation of the required items listed above, as well as discussing supportive services offered by the PCWA.

For both FUP youth and FUP families, vouchers will be issued in accordance with PHA policies in Chapter 5 Part II, except that the PHA will consider one additional 30-day extension beyond the first automatic extension for any reason, not just those listed in the policy in Section 5-II.E.

Once the family or youth locate a unit, the PHA conducts all other processes relating to voucher issuance and administration per HCV program regulations and the PHA’s policies (including, but not limited to: HQS inspection, determination of rent reasonableness, etc.).

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## 19-1.I. TERMINATION OF ASSISTANCE

### General Requirements

With the exception of terminations of assistance for FUP youth after the statutorily required time period, terminations of FUP assistance are handled in the same way as the regular HCV program. Termination of a FUP voucher must be consistent with regulations for termination in 24 CFR Part 982, Subpart L and be in compliance with PHA policies (Chapter 12).

If the person who qualifies for the FUP voucher passes away, the family retains the FUP voucher. In the case of a FUP-youth voucher, assistance will terminate after the statutorily required time period, even if the FUP-eligible youth is no longer included in the household.

If the person who qualifies for the FUP voucher moves, the remaining family members may keep the FUP voucher based on SNRHA Policy (see administrative plan, Section 3-I.C., Family Breakup and Remaining Member of Tenant Family).

### FUP Family Vouchers

If parents lose their parental rights or are separated from their children after voucher lease-up (or their children reach adulthood), the family is still eligible to keep their FUP assistance, as the regulations do not permit HCV termination for a family losing parental rights or the children reaching adulthood. However, the PHA may transfer the assistance of a FUP family voucher holder to regular HCV assistance if there are no longer children in the household.

#### SNRHA Policy

The PHA will transfer the assistance of a FUP family voucher holder to regular HCV assistance if there are no longer children in the household and there is no prospect of any minor child being returned to the household.

If the PHA has no regular HCV vouchers available at the time this determination is made, including if no vouchers are available due to lack of funding, the PHA will issue the family the next available regular HCV voucher after those being issued to families residing in PBV units claiming Choice Mobility.

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**FUP Youth Vouchers**

A PHA cannot terminate a FUP youth’s assistance for noncompliance with PCWA case management, nor may the PHA terminate assistance for a FUP youth for not accepting services from the PCWA.

The PHA may not transfer the assistance of a FUP youth voucher holder to regular HCV assistance upon the expiration of the statutorily required time period. However, the PHA may issue a regular HCV to FUP youth if they were selected from the waiting list in accordance with PHA policies and may also adopt a preference for FUP youth voucher holders who are being terminated for this reason.

SNRHA Policy

The PHA will not provide a selection preference on the PHA’s HCV waiting list for FUP youth who are terminated due to the time limit on assistance.

Upon the expiration of the statutorily required time period, a FUP youth voucher holder who has children and who lacks adequate housing may qualify for a FUP family voucher provided they are referred by the PCWA as an eligible family and meet the eligibility requirements for the PHA’s HCV program.

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### 9-I.J. FUP PORTABILITY

Portability for a FUP family or youth is handled in the same way as for a regular HCV family. A PHA may not restrict or deny portability for a FUP family or youth for reasons other than those specified in the HCV program regulations, as reflected in Chapter 10 of the administrative plan.

A FUP family or youth does not have to port to a jurisdiction that administers FUP.

If the receiving PHA administers the FUP voucher on behalf of the initial PHA, the voucher is still considered a FUP voucher regardless of whether the receiving PHA has a FUP program.

If the receiving PHA absorbs the voucher, the receiving PHA may absorb the incoming port into its FUP program (if it has one) or into its regular HCV program (if the receiving PHA has vouchers available to do so) and the family or youth become regular HCV participants. In either case, when the receiving PHA absorbs the voucher, a FUP voucher becomes available to the initial PHA.

#### Considerations for FUP Youth Vouchers

If the voucher is a FUP youth voucher and remains such upon lease-up in the receiving PHA's jurisdiction, termination of assistance must still take place once the youth has received assistance for the statutorily required time period. If the receiving PHA is administering the FUP youth voucher on behalf of the initial PHA, the two PHAs must work together to initiate termination upon expiration of the statutorily required time period.

### 19-I.K. PROJECT-BASING FUP VOUCHERS [Notice PIH 2017-21; FR Notice 1/24/22]

The PHA may project-base FUP vouchers without HUD approval in accordance with Notice PIH 2017-21, FR Notice 1/24/22, and all statutory and regulatory requirements for the PBV program. Project-based FUP vouchers are subject to the PBV program percentage limitation discussed in Section 17-I.A.

The PHA may limit PBVs to one category of FUP-eligible participants (families or youth) or a combination of the two.

While FUP vouchers can be used for either families or youth, a PBV unit may only be counted towards the PHA's 10 percent exception authority under the program cap and the project's income-mixing requirement if the FUP PBV assistance is provided on behalf of an eligible youth. The PHA must amend its administrative plan to include the limitation of these FUP PBV units to eligible youth.

#### SNRHA Policy

The PHA will not project-base FUP vouchers. All FUP vouchers will be used to provide tenant-based assistance.

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**PART II: FOSTER YOUTH TO INDEPENDENCE INITIATIVE**

**19-II.A. PROGRAM OVERVIEW [Notice PIH 2020-28; Notice PIH 2023-04; FR Notice 1/24/22]**

The Foster Youth to Independence (FYI) initiative was announced in 2019. The FYI initiative allows PHAs who partner with a Public Child Welfare Agency (PCWA) to request targeted HCVs to serve eligible youth with a history of child welfare involvement that are homeless or at risk of being homeless. Rental assistance and supportive services are provided to qualified youth for a period of between 36 and 60 months.

Funding is available either competitively through an FYI NOFA or noncompetitively on a rolling basis in accordance with the application requirements outlined in Notice PIH 2020-28, Notice PIH 2021-26, or Notice PIH 2023-04, as applicable. Under the noncompetitive process, PHAs are limited to 25 vouchers in a fiscal year with the ability to request additional vouchers. Where the PHA has a combined FYI and/or FUP size of no more than 10 vouchers, the PHA may request FYI vouchers with at least 50 percent utilization of its FUP and/or FYI vouchers. Where the PHA has a combined FYI and/or FUP size of 11 or more vouchers, the PHA may request FYI vouchers with 90 percent or greater utilization of its FUP and/or FYI vouchers. For competitive awards, the number of vouchers is dependent on PHA program size and need.

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**19-II.B. PARTNERING AGENCIES [Notice PIH 2023-04; FYI Updates and Partnering Opportunities Webinar]**

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**Public Child Welfare Agency (PCWA)**

The PHA must enter into a partnership agreement with a PCWA in the PHA’s jurisdiction in the form of a Memorandum of Understanding (MOU) or letter of intent. The PCWA is responsible for identifying and referring eligible youth to the PHA and providing or securing a commitment for the provision of supportive services once youth are admitted to the program.

SNRHA Policy

The PHA will implement a Foster Youth to Independence (FYI) program in partnership with *[insert name(s) of PCWA(s)]*.

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The PCWA is responsible for:

- Identifying FYI-eligible youth;
- Developing a system of prioritization based on the level of need of the youth and the appropriateness of intervention;
- Providing a written certification to the PHA that the youth is eligible; and
- Providing or securing supportive services for 36 months.

**Continuum of Care (CoC) and Other Partners**

HUD strongly encourages PHAs to add other partners into the partnership agreement with the PCWA such as state, local, philanthropic, faith-based organizations, and the CoC, or a CoC recipient it designates.

SNRHA Policy

In addition to the PCWA, the PHA will implement the FYI program in partnership with *[insert names of any other partners the PHA designates in the partnership agreement]*.

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**19-II.C. YOUTH ELIGIBILITY CRITERIA [Notice PIH [2023-04](#); FYI Q&As; FYI FAQs]**

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The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. As determined by the PCWA, eligible youth:

- Are at least 18 years of age and not more than 24 years of age (have not yet reached their 25<sup>th</sup> birthday);
  - Youth must be no more than 24 years of age at the time the PCWA certifies them as eligible and at the time of HAP contract execution.
- Have left foster care or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act;
  - Placements can include, but are not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions, and pre-adoptive homes in accordance with 24 CFR 5.576;
- Are homeless or at risk of becoming homeless at age 16 and older;
  - *At risk of being homeless* is fully defined at 24 CFR 576.2.
    - o This includes a person that is exiting a publicly funded institution, or system of care (such as a healthcare facility, a mental health facility, foster care or other youth facility, or correction program or institution). Therefore, youth being discharged from an institution may be eligible for an FYI voucher [FYI FAQs].

Eligibility is not limited to single persons. For example, pregnant and/or parenting youth are eligible to receive assistance assuming they otherwise meet eligibility requirements.

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**19-II.D. SUPPORTIVE SERVICES [Notice PIH 2023-04; FYI Updates and Partnering Opportunities Webinar; FYI Q&As]**

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Supportive services may be provided by the PHA, PCWA, or a third party. The PCWA must provide or secure a commitment to provide supportive services for participating youth for the period of time defined in the NOFA/O for which the funding was made available. At a minimum, the following supportive services must be offered:

- Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation, and access to health care (e.g., doctors, medication, and mental and behavioral health services);
- Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits;
- Providing such assurances to owners of rental property as are reasonable and necessary to assist eligible youth to rent a unit with a voucher;
- Job preparation and attainment counseling (where to look/how to apply, dress, grooming, relationships with supervisory personnel, etc.); and
- Educational and career advancement counseling regarding attainment of general equivalency diploma (GED) or attendance/financing of education at a technical school, trade school, or college, including successful work ethic and attitude models.

SNRHA Policy

Additional supportive services will not be offered.

Since participation in supportive services is optional, but strongly encouraged, an FYI participant may decline supportive services.

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**19-II.E. REFERRALS AND WAITING LIST MANAGEMENT [Notice PIH 2023-04; FYI Updates and Partnering Opportunities Webinar FYI FAQs]**

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**Referrals**

The PCWA is responsible for certifying that the youth has prior qualifying foster care involvement. Once the PCWA sends the PHA the referral certifying the youth is program-eligible, the PHA determines HCV eligibility.

The PCWA must have a system for identifying eligible youth within the agency’s caseload and reviewing referrals from other partners, as applicable. The PCWA must also have a system for prioritization of referrals to ensure that youth are prioritized for an FYI voucher based upon their level of need and appropriateness of the intervention.

Referrals may come from other organizations in the community who work with the population, but the PCWA must certify that the youth meets eligibility requirements, unless the PCWA has vested another organization with this authority.

The PHA is not required to maintain full documentation that demonstrates the youth’s eligibility as determined by the PCWA but should keep the referral or certification from the PCWA. The PCWA is not required to provide the PHA with HCV eligibility documents.

**SNRHA Policy**

The PHA and PCWA have identified staff positions to serve as lead FYI liaisons. These positions will be responsible for transmission and acceptance of referrals. The PCWA must commit sufficient staff and resources to ensure eligible youths are identified, prioritized, and determined eligible in a timely manner.

When vouchers are available, the PHA liaison responsible for acceptance of referrals will contact the PCWA liaison via email indicating the number of vouchers available and requesting an appropriate number of referrals. No more than 10 business days from the date the PCWA receives this notification, the PCWA liaison must provide the PHA with a list of eligible referrals, a completed release form, and a written certification for each referral indicating the referral is eligible. The list will include the name, address, and contact phone number for each adult individual who is being referred.

The PHA will maintain a copy of each certification from the PCWA in the participant’s file along with other eligibility paperwork.

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**Waiting List Placement [Notice PIH [2023-04](#) and FYI FAQs]**

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The PHA must use the HCV waiting list for the FYI program. Youth already on the HCV program may not be transferred to an FYI voucher since they are not homeless or at-risk of homelessness.

Once a referral is made, the PHA must compare the list of PCWA referrals to its HCV waiting list to determine if any applicants on the PCWA’s referral list are already on the PHA’s HCV waiting list. Applicants already on the PHA’s HCV waiting list retain the order of their position on the list. Applicants not already on the PHA’s HCV waiting list must be placed on the HCV waiting list.

If the PHA’s HCV waiting list is closed, the PHA must open its HCV waiting list in order to accept new referrals. The PHA may reopen the waiting list to accept an FYI eligible youth without opening the waiting list for other applicants; however, the requirements at 24 CFR 982.206 for giving public notice when opening and closing the waiting list apply (see section 4-II.C., Opening and Closing the Waiting List of this administrative plan).

**SNRHA Policy**

Within 10 business days of receiving the referral from the PCWA, the PHA will review the HCV waiting list and will send the PCWA a list confirming whether or not referrals are on the waiting list.

Referrals who are already on the list will retain their position and the list will be notated to indicate the applicant is FYI-eligible.

For those referrals not already on the waiting list, the PHA will work with the PCWA to ensure they receive and successfully complete a pre-application or application, as applicable. Once the pre-application or application has been completed, the PHA will place the referral on the HCV waiting list with the date and time of the original referral and an indication that the referral is FYI-eligible.

**Waiting List Selection**

The PHA selects eligible youths based on the PHA’s regular HCV waiting list selection policies in Chapter 4, including any preferences that may apply.

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**19-II.F. PHA HCV ELIGIBILITY DETERMINATION [FYI FAQs]**

Once an eligible youth is selected from the HCV waiting list, the PHA must determine whether the youth meets HCV program eligibility requirements. Applicants must be eligible under both FYI eligibility requirements and HCV eligibility requirements as outlined in Chapter 3 of this policy.

The PCWA may, but is not obligated to, provide information to the PHA on the youth’s criminal history.

SNRHA Policy

Subject to privacy laws, the PCWA will provide any available information regarding the applicant’s criminal history to the PHA.

The PHA will consider the information in making its eligibility determination in accordance with the PHA’s policies in Chapter 3, Part III.

**Additional Eligibility Factors**

Youth must be no more than 24 years old both at the time of PCWA certification and at the time of the HAP execution. If a youth is 24 at the time of PCWA certification but will turn 25 before the HAP contract is executed, the youth is no longer eligible for a FYI voucher.

SNRHA Policy

Any applicant that does not meet the eligibility criteria for the HCV program listed in Chapter 3 or any eligibility criteria listed in this section will be notified by the PHA in writing following policies in Section 3-III.F, including stating the reasons the applicant was found ineligible and providing an opportunity for an informal review.

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**19-II.G. LEASE UP [FR Notice 1/24/22]**

Once the PHA determines that the family or youth meets HCV eligibility requirements, the youth will be issued an FYI voucher in accordance with PHA policies.

During the family briefing, PHAs must inform the FYI voucher holder of:

- The extension of assistance provisions and requirements;
- The availability of the FSS program and offer them an FSS slot, if available, or offer to place them on the FSS waiting list (provided the PHA has an FSS program); and
- The supportive services available to them, the existence of any other programs or services, and their eligibility for such programs and services. However, participation in supportive services cannot be required as a condition of receiving FYI assistance.

SNRHA Policy

Eligible applicants will be notified by the PHA in writing following policies in Section 3-III.F. of this policy. FYI youth will be briefed individually. The PHA will provide all aspects of the written and oral briefing as outlined in Part I of Chapter 5.

Vouchers will be issued in accordance with PHA policies in Chapter 5, Part II, except that the PHA will consider one additional 30-day extension beyond the first automatic extension for any reason, not just those listed in the policy in Section 5-II.E.

Once the youth locates a unit, the PHA conducts all other processes relating to voucher issuance and administration per HCV program regulations and the SNRHA Policy in Chapter 9.

Should a youth fail to use the voucher, the PHA may issue the voucher to another eligible youth if one has been identified [Notice PIH [2023-04](#)].

**Turnover [Notice PIH 2023-04]**

[Awards of FYI Tenant Protection Vouchers \(TPVs\) continue to be administered under the requirements of Notice PIH 2019-20. This includes turnover requirements and the requirement to inform HUD should a youth not use a voucher or leave the program. For example, FYI TPVs awarded under Notice PIH 2019-20 “sunset” when a youth leaves the program. This means that the PHA cannot reissue FYI TPV assistance issued under that notice to another youth when an initial youth exits the HCV program. HUD does not have the authority to allow the voucher to be used for a youth other than the one identified in the request.](#)

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**19-II.H. MAXIMUM ASSISTANCE PERIOD [Notice PIH 2023-04 and FYI FAQs; FR Notice 1/24/22]**

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Vouchers are limited by statute to a total of between 36 months and 60 months of housing assistance. At the end of the statutory time period, assistance must be terminated. However, any period of time for which no subsidy (HAP) is being paid on behalf of the youth does not count toward the limitation. It is not permissible to reissue another FYI TPV to the same youth upon expiration of their FYI assistance.

Participants do not “age out” of the program. A participant may continue with the program until they have received the period of assistance for which they are eligible. Age limits are only applied for entry into the program.

**Extension of Assistance**

FYI voucher holders who first leased or lease a unit after December 27, 2020, may be eligible for an extension of assistance up to 24 months beyond the 36-month time limit (for a total of 60 months of assistance).

While FYI voucher holders cannot be required to participate in the Family Self-Sufficiency (FSS) program as a condition of receipt of assistance, an eligible youth who participates in the FSS program and is in compliance with the applicable terms and conditions of the program is entitled to receive assistance for up to an additional 24 months. A FYI voucher holders must accept an FSS slot if it is offered to them prior to the 36-month mark in order to receive an extension of assistance (unless the youth meets one of the statutory exceptions described below).

**Statutory Exceptions**

FYI voucher holders will be entitled to receive an extension of assistance for up to 24 months beyond the 36-month time limit without participating in the PHA’s FSS program if they certify that they meet one of the exceptions below:

- The FYI voucher holder is a parent or other household member responsible for the care of a dependent child under the age of six or for the care of an incapacitated person.

SNRHA Policy

The PHA defines *incapacitated person* if he or she, for reasons other than being a minor, is unable to receive and evaluate information or make or communicate decisions to such an extent that the person lacks the ability to meet essential requirements for physical health, safety or self care without appropriate assistance.[NRS 159.019] The PHA will apply this exception in a manner that provides extensions of FYI assistance to the broadest population possible consistent with the statutory requirements.

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The FYI voucher holder will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FYI voucher holder must submit.

The child or incapacitated person is not required to reside in the household in order for the FYI voucher holder to certify they meet this exception. For example, a child in a joint custody arrangement under the age of six who resides in the household only part time may qualify the FYI voucher holder for this exception.

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- The FYI voucher holder is a person who is regularly and actively participating in a drug addiction or alcohol treatment and rehabilitation program.

SNRHA Policy

The PHA will define *regular and active participation* in a manner that provides extensions of FYI voucher holder assistance to the broadest population possible consistent with the statutory requirements.

The FYI voucher holder will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FYI voucher holder must submit.

- The FYI voucher holder is a person who is incapable of complying with the requirement to participate in a FSS program as described above or engage in education, workforce development, or employment activities as described below, as applicable, due to a documented medical condition.

SNRHA Policy

The PHA will apply this requirement in a manner that provides extensions of FYI voucher holder assistance to the broadest population possible consistent with statutory requirements.

The FYI voucher holder will be required to self-certify that they meet this exception on a PHA-provided form. This certification is the only documentation that the FYI voucher holder must submit.

An FYI voucher holder that meets one of the above exceptions must still be offered an opportunity to enroll in the PHA's FSS program (if it is available to them) and receive any supportive services available to FYI voucher holders. An FYI voucher holder may choose to participate in an FSS program or engage in education, workforce development, or employment activities, even if they meet one of the above statutory exceptions.

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## Education, Workforce Development, or Employment Activities

If a PHA that carries out an FSS program is unable to offer a FYI voucher holder an FSS slot during their first 36 months of receiving FYI assistance, the FYI voucher holder is considered to have been “unable to enroll” in the program and may have their voucher extended by meeting the education, workforce development, or employment criteria described below:

- The FYI voucher holder was engaged in obtaining a recognized postsecondary credential or a secondary school diploma or its recognized equivalent.

### SNRHA Policy

The PHA will use the definitions of *recognized postsecondary credential* and *secondary school diploma or its recognized equivalent* under the Workforce Innovation and Opportunity Act (WIOA). WIOA defines a *recognized postsecondary credential* as a credential consisting of an industry-recognized certificate or certification, a certificate of completion of an apprenticeship, a license recognized by the state involved or federal government, or an associate or baccalaureate degree (29 U.S.C. 3102). Examples of a recognized postsecondary credential include, but are not limited to, an associate’s degree, bachelor’s degree, occupational licensure, or occupational certification (see U.S. Department of Labor, Training and Employment Guidance Letter No. 10–16, Change 1). For the purpose of WIOA, the U.S. Department of Labor defines a *secondary school diploma or its recognized equivalent* as a secondary school diploma (or alternate diploma) that is recognized by a state and that is included for accountability purposes under the Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA). A secondary school equivalency certification signifies that a student has completed the requirement for a high school education. Examples of a secondary school diploma or its recognized equivalent include, but are not limited to, obtaining certification of attaining passing scores on a state-recognized high school equivalency test, earning a secondary school diploma or state-recognized equivalent, or obtaining certification of passing a state-recognized competency-based assessment.

- The FYI voucher holder was enrolled in an *institution of higher education*, as such term is defined in section 101(a) of the Higher Education Act of 1965 (20 U.S.C. 1001(a)) or an institution that meets the definition of a *proprietary institution of higher education* or a *postsecondary vocational institution* under sections 102(b)(1) and (c)(1) of the Higher Education Act of 1965 (20 U.S.C. 1002(b)(1) and (c)(1)), respectively.

### SNRHA Policy

The FYI voucher holder must be enrolled in education activities on at least a half-time basis, as defined by the institution which they attend. However, the PHA may make exceptions to this requirement if the FYI voucher holder is unable to enroll in a sufficient number of classes due to a lack of course offerings by the educational institution where they are enrolled.

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- The FYI voucher holder was participating in a career pathway, as such term is defined in Section 3 of the Workforce Innovation and Opportunity Act (29 U.S.C. 3102).
- The FYI voucher holder was employed.

SNRHA Policy

The PHA will consider the FYI voucher holder to be employed if they work a minimum of 20 hours per week. The PHA may make exceptions to this requirement if the FYI voucher holder's hours are reduced due to circumstances beyond their control or the FYI voucher holder must temporarily reduce their work hours due to a verified family emergency.

**FSS Enrollment at 24 Months**

If the FYI voucher holder has not been provided an opportunity to enroll in the FSS program during the first 24 months of FYI assistance, HUD encourages the PHA to remind the FYI voucher holder at the 24-month reexamination of the education, workforce development, and employment requirements described above so that they have enough time to meet these requirements prior to the expiration of the 36-month time period for FYI assistance.

SNRHA Policy

If the FYI voucher holder has not been provided an opportunity to enroll in the FSS program during the first 24 months of FYI assistance, the PHA will remind the FYI voucher holder at their second regular reexam of the education, workforce development, and employment requirements described above.

**FSS Enrollment Between 36 and 48 Months**

If an FSS slot becomes available between the 36-month and 48-month mark:

- The PHA must offer the slot to an FYI voucher holder who had their voucher extended based on meeting the education, workforce development, or employment requirement listed above, or one of the statutory exceptions listed above (even if the FYI voucher holder previously declined an FSS slot because they met one of the statutory exceptions).
- The PHA must work with the FYI voucher holder to determine whether enrollment in FSS is feasible and in their best interest given any education, workforce development, or employment activities that the FYI voucher holder is engaged in and any statutory exceptions that apply to the FYI voucher holder, as well as the remaining time on their voucher.
- If the FYI voucher holder accepts the FSS slot, the PHA must work with them to establish Contract of Participation goals and an Individual Training and Services Plan (ITSP) that can be accomplished within the time period left on the voucher.

If the FYI voucher holder is offered an FSS slot prior to the 36-month mark, the FYI voucher holder:

- Will be required to enroll in the FSS program in order to receive an extension of assistance at the end of the 36-month time period (unless they meet one of the statutory exceptions described above).

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- Will not be considered to have been “unable to enroll” in the FSS program, and as a result, will not be eligible to receive an extension of assistance based on meeting the education, workforce development, or employment requirements described above.

### **FSS Enrollment After 48 Months**

The PHA may, but is not required, to offer an FYI voucher holder an FSS slot that becomes available between the 48-month mark and the 60-month mark, since the FYI voucher holder will have already received their second and final extension.

#### SNRHA Policy

If an FSS slot becomes available between the 48 and 60-month marks, the PHA will not offer the FSS slot to an FYI voucher holder.

### **Extensions of Assistance**

At the 36-month and 48-month reexamination, the PHA must extend FYI assistance if the FYI voucher holder is participating in and in compliance with the FSS program as long as the FYI voucher holder is still eligible for the HCV program.

In any case, the FYI voucher holder cannot receive more than a total of 60 months of FYI assistance even if the FSS Contract of Participation time period extends beyond the voucher 60-month mark.

### **No FSS Program or Unable to Enroll in FSS**

If a PHA does not carry out an FSS program or the FYI voucher holder has been unable to enroll in the program during the first 36 months of receiving FYI assistance, the FYI voucher holder is entitled to receive an extension of assistance for up to two successive 12-month periods beyond the 36-month time limit provided that the FYI voucher holder engaged in at least one of the education, workforce development, or employment activities described above for not less than nine months of the 12-month period preceding each extension. In order to meet the nine months out of the preceding 12 months requirement, the FYI voucher holder may have engaged in one of the education, workforce development, or employment activities described above or a combination of these activities.

### **Verification Prior to Annual Reexam**

In order to provide an extension of assistance, the PHA must verify compliance with the above requirements at the end of the 36-month time period and the 48-month time periods. The PHA does not need to verify compliance with these requirements at the end of the 60-month time period since the maximum length of assistance is 60 months.

To verify compliance with the education, workforce development, or employment requirement or one of the statutory exceptions, the PHA must provide the FYI voucher holder written notification informing them that they may receive an extension of their FYI assistance and providing instructions on how the FYI voucher holder may demonstrate that they meet one of these conditions. This notification must be provided sufficiently in advance of the end of the 36-month or 48-month time periods, as applicable, to allow the FYI voucher holder to demonstrate that they meet the education, workforce development, or employment requirement, or one of the statutory exceptions, and for the PHA to conduct an annual reexamination prior to the expiration of the FYI assistance.

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SNRHA Policy

The PHA will verify compliance with the education, workforce development, or employment requirement, or one of the statutory exceptions, at the end of the 36-month and 48-month time periods prior to the FYI voucher holder’s scheduled annual reexamination. The PHA will not verify compliance at the end of the 60-month time period.

The PHA will provide each FYI voucher holder on the PHA’s program with a written notification informing them that they may receive an extension of their FYI assistance if they meet conditions outlined in this chapter and providing them with instructions on how they may demonstrate compliance at least 60 days prior to their scheduled annual reexam date. When necessary, the PHA will provide this notification in a format accessible to FYI voucher holders with disabilities and in a translated format for FYI voucher holders with limited English proficiency in accordance with Chapter 2.

The PHA will use the following verification methods to verify an FYI voucher holder’s eligibility for voucher extensions:

To verify compliance with the FSS requirement, the PHA will examine its records to confirm, or obtain confirmation from the PHA’s FSS program staff, that the FYI participant is in compliance with FSS program requirements and has not been terminated from the FSS program.

To meet the education, workforce development, or employment requirement, the PHA will verify that the FYI voucher holder was engaged in at least one education, workforce development, or employment activity for at least nine months of the 12-month period immediately preceding the end of the 36-month or 48-month time period, as applicable.

Due to the timing of when the PHA verifies compliance and conducts the annual reexamination, the FYI voucher holder may have not yet met the nine-month requirement but may be able to demonstrate that they will meet the nine-month requirement as of the end of the 36-month or 48-month time period. In such cases, the FYI voucher holder will still be considered to have met the requirements.

In order for the FYI voucher holder to meet one of the statutory exceptions described above, the FYI voucher holder must submit a certification to the PHA that they meet one of these exceptions. This certification is the only documentation that the FYI voucher holder must submit in order to demonstrate that they meet one of the statutory exceptions.

An FYI voucher holder who received an extension of voucher assistance at the end of the 36-month time period based on meeting one of the conditions described in this chapter does not have to meet the same conditions when they reach the end of the 48-month time period. The FYI voucher holder may demonstrate that they meet a different condition in order to receive an extension of their assistance.

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If the PHA determines that the FYI voucher holder meets one of the statutory conditions, the PHA would then conduct an annual reexamination. If the annual reexamination determines that the FYI voucher holder is still eligible for the HCV program, the PHA must provide the FYI voucher holder the extension of voucher assistance.

**Termination of Assistance for Failure to Meet Conditions**

Failure of the FYI voucher holder to meet one of the above conditions will only impact their ability to receive subsequent extensions of assistance. It will not serve as a basis for terminating the FYI assistance prior to the annual reexam.

If the FYI voucher holder does not meet any of the statutory conditions described in in this chapter, the youth is subject to the statutory time limit of 36 months or the time limit of any extension that the youth has already received, and the FYI voucher must be terminated once they reach this time limit. The calculation of the time limit begins from the date the first HAP contract is signed (for tenant-based vouchers) or from the date the FYI voucher holder entered into the initial lease agreement (for project-based vouchers). The number of months is calculated based on the number of months that HAP subsidy is being paid on behalf of the FYI voucher holder, not the number of months that they are in the FYI program. Prior to termination, the PHA must offer the FYI voucher holder the opportunity to request an informal hearing, in accordance with Chapter 16.

**19-III. TERMINATION OF ASSISTANCE [FYI FAQs]**

Termination of a FYI voucher is handled in the same way as with any HCV; therefore, termination of a FYI voucher must be consistent with HCV regulations at 24 CFR Part 982, Subpart L and PHA policies in Chapter 12. Given the statutory time limit that requires FYI vouchers to sunset, a PHA must terminate the youth’s assistance once the limit on assistance has expired.

A PHA cannot terminate a FYI youth’s assistance for noncompliance with PCWA case management, nor may the PHA terminate assistance for a FYI youth for not accepting services from the PCWA.

The PHA may not transfer the assistance of FYI voucher holders to regular HCV assistance upon the expiration of the limit on assistance. However, the PHA may issue a regular HCV to FYI voucher holders if they were selected from the waiting list in accordance with PHA policies. The PHA may also adopt a waiting list preference for FYI voucher holders who are being terminated for this reason.

**SNRHA Policy**

The PHA will not provide a selection preference on the PHA’s HCV waiting list for FYI voucher holders who are terminated due to the time limit on assistance.

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**19-IL.J. PORTABILITY [FYI FAQs]**

Portability for an FYI youth is handled in the same way as for a regular HCV family. A PHA may not restrict or deny portability for an FYI youth for reasons other than those specified in the HCV program regulations, as reflected in Chapter 10 of the administrative plan.

An FYI youth does not have to port to a jurisdiction that administers FYI vouchers.

If the receiving PHA absorbs the voucher, the PHA may absorb the youth into its regular HCV program if it has vouchers available to do so. If the receiving PHA absorbs the youth into its regular HCV program, that youth becomes a regular HCV participant with none of the limitations of an FYI voucher.

The initial and receiving PHA must work together to initiate termination of assistance upon expiration of the time limit on assistance.

**19-IL.K. PROJECT-BASING FYI VOUCHERS [FYI FAQs; FR Notice 1/24/22; Notice PIH 2024-03]**

PHAs that have initiated the selection process to project-base FYI and/or FUP vouchers may be eligible to project-base FYI and FUP units formally identified for project basing in accordance with all applicable PBV regulations and PHA policies in Chapter 17. This includes FYI vouchers awarded under Notices PIH 2020-28, PIH 2021-26, and PIH 2023-04. Assistance awarded under Notice PIH 2019-20 is prohibited from being project-based.

SNRHA Policy

The PHA will not project-base FYI vouchers. All FYI vouchers will be used to provide tenant-based assistance.

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## PART III: VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROGRAM

### 19-III.A. OVERVIEW

Since 2008, HCV program funding has provided rental assistance under a supportive housing program for homeless veterans. The Veterans Affairs Supportive Housing (VASH) program combines HCV rental assistance with case management and clinical services provided by the Department of Veterans Affairs (VA) at VA medical centers (VAMCs) and Community-Based Outpatient Clinics (CBOCs), or through a designated service provider (DSP) as approved by the VA Secretary. Eligible families are homeless veterans and their families that agree to participate in VA case management and are referred to the VAMC's partner PHA for HCV assistance. The VAMC or DSP's responsibilities include:

- Screening homeless veterans to determine whether they meet VASH program participation criteria;
- Referring homeless veterans to the PHA;
  - The term *homeless veteran* means a veteran who is homeless (as that term is defined in subsection (a) or (b) of Section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302)). See 38 U.S.C. 2002.
- Providing appropriate treatment and supportive services to potential VASH participants, if needed, prior to PHA issuance of a voucher;
- Providing housing search assistance to VASH participants;
- Identifying the social service and medical needs of VASH participants, and providing or ensuring the provision of regular ongoing case management, outpatient health services, hospitalization, and other supportive services as needed throughout the veterans' participation period; and
- Maintaining records and providing information for evaluation purposes, as required by HUD and the VA.

VASH vouchers are awarded noncompetitively based on geographic need and PHA administrative performance. Eligible PHAs must be located within the jurisdiction of a VAMC and in an area of high need based on data compiled by HUD and the VA. When Congress funds a new allocation of VASH vouchers, HUD invites eligible PHAs to apply for a specified number of vouchers.

Generally, the HUD-VASH program is administered in accordance with regular HCV program requirements. However, HUD is authorized to waive or specify alternative requirements to allow PHAs to effectively deliver and administer VASH assistance. Alternative requirements are established in the HUD-VASH Operating Requirements, which were originally published in the Federal Register on May 6, 2008, and updated September 27, 2021. Unless expressly waived by HUD, all regulatory requirements and HUD directives regarding the HCV program are applicable to VASH vouchers, including the use of all HUD-required contracts and other forms, and all civil rights and fair housing requirements. In addition, the PHA may request additional statutory or regulatory waivers that it determines are necessary for the effective delivery and administration of the program.

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The VASH program is administered in accordance with applicable Fair Housing requirements since civil rights requirements cannot be waived under the program. These include applicable authorities under 24 CFR 5.105(a) and 24 CFR 982.53 including, but not limited to, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the Age Discrimination Act and all PHA policies as outlined in Chapter 2 of this document.

When HUD-VASH recipients include veterans with disabilities or family members with disabilities, reasonable accommodation requirements in Part II of Chapter 2 of this policy apply.

**19-III.B. REFERRALS [FR Notice 9/27/21 and HUD-VASH Qs and As]**

VAMC case managers will screen all families in accordance with VA screening criteria and refer eligible families to the PHA for determination of program eligibility and voucher issuance. The PHA has no role in determining or verifying the veteran’s eligibility under VA screening criteria, including determining the veteran’s homelessness status. The PHA must accept referrals from the partnering VAMC and must maintain written documentation of referrals in VASH tenant files. Upon turnover, VASH vouchers must be issued to eligible veteran families as identified by the VAMC.

SNRHA Policy

In order to expedite the screening process, the PHA will provide all forms and a list of documents required for the VASH application to the VAMC. Case managers will work with veterans to fill out the forms and compile all documents prior to meeting with the PHA and submitting an application. When feasible, the VAMC case manager should email or fax copies of all documents to the PHA prior to the meeting in order to allow the PHA time to review them and start a file for the veteran.

After the VAMC has given the PHA a complete referral, the PHA will perform an eligibility screening within five business days of receipt of a VAMC referral.

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**19-III.C. HCV PROGRAM ELIGIBILITY [FR Notice 9/27/21]**

Eligible participants are homeless veterans and their families who agree to participate in case management from the VAMC.

- A *VASH Veteran* or *veteran family* refers to either a single veteran or a veteran with a household composed of two or more related persons. It also includes one or more eligible persons living with the veteran who are determined to be important to the veteran’s care or well-being.
- A veteran for the purpose of VASH is a person whose length of service meets statutory requirements, and who served in the active military, naval, or air service, was discharged or released under conditions other than dishonorable, and is eligible for VA health care.

Under VASH, PHAs do not have authority to determine family eligibility in accordance with HCV program rules and PHA policies. The only reasons for denial of assistance by the PHA are failure to meet the income eligibility requirements and/or that a family member is subject to a lifetime registration requirement under a state sex offender registration program. Under portability, the receiving PHA must also comply with these VASH screening requirements.

**Social Security Numbers**

When verifying Social Security numbers (SSNs) for homeless veterans and their family members, an original document issued by a federal or state government agency, which contains the name and SSN of the individual along with other identifying information of the individual, is acceptable in accordance with Section 7-II.B. of this policy.

In the case of the homeless veteran, the PHA must accept the Certificate of Release or Discharge from Active Duty (DD-214) or the VA-verified Application for Health Benefits (10-10EZ) as verification of SSN and cannot require the veteran to provide a Social Security card. A VA-issued identification card may also be used to verify the SSN of a homeless veteran.

**Proof of Age**

The DD-214 or 10-10EZ must be accepted as proof of age in lieu of birth certificates or other PHA-required documentation as outlined in Section 7-II.C. of this policy. A VA-issued identification card may also be used to verify the age of a homeless veteran.

**Photo Identification**

A VA-issued identification card must be accepted in lieu of another type of government-issued photo identification. These cards also serve as verification of SSNs and date of birth.

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### Income Eligibility

The PHA must determine income eligibility for VASH families in accordance with 24 CFR 982.201 and policies in Section 3-II.A. If the family is over-income based on the most recently published income limits for the family size, the family will be ineligible for HCV assistance.

While income-targeting does not apply to VASH vouchers, the PHA may include the admission of extremely low-income VASH families in its income targeting numbers for the fiscal year in which these families are admitted.

#### SNRHA Policy

While income-targeting requirements will not be considered by the PHA when families are referred by the partnering VAMC, the PHA will include any extremely low-income VASH families that are admitted in its income targeting numbers for the fiscal year in which these families are admitted.

### Screening

The PHA may not screen any potentially eligible family members or deny assistance for any grounds permitted under 24 CFR 982.552 and 982.553 with one exception: the PHAs is still required to prohibit admission if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program. Accordingly, with the exception of denial for registration as a lifetime sex offender under state law and PHA policies on how sex offender screenings will be conducted, SNRHA Policy in Sections 3-III.B. through 3-III.E. do not apply to VASH. The prohibition against screening families for anything other than lifetime sex offender status applies to all family members, not just the veteran.

If a family member is subject to lifetime registration under a state sex offender registration program, the remaining family members may be served if the family agrees to remove the sex offender from its family composition. This is true unless the family member subject to lifetime registration under a state sex offender registration program is the homeless veteran, in which case the family would be denied admission to the program [New HCV GB, *HUD-VASH*, p. 6].

### Denial of Assistance [Notice PIH 2008-37]

Once a veteran is referred by the VAMC, the PHA must either issue a voucher or deny assistance. If the PHA denies assistance, it must provide the family with prompt notice of the decision and a brief statement of the reason for denial in accordance with Section 3-III.F. Like in the standard HCV program, the family must be provided with the opportunity for an informal review in accordance with policies in Section 3-III.F. In addition, a copy of the denial notice must be sent to the VAMC case manager.

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**19-III.D. CHANGES IN FAMILY COMPOSITION**

**Adding Family Members [FR Notice 9/27/21]**

When adding a family member after the family has been admitted to the program, PHA policies in Section 3-II.B. apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and will apply its regular screening criteria in doing so.

**Remaining Family Members [HUD-VASH Qs and As]**

If the homeless veteran dies while the family is being assisted, the voucher would remain with the remaining members of the tenant family. The PHA may use one of its own regular vouchers, if available, to continue assisting this family and free up a VASH voucher for another VASH-eligible family. If a regular voucher is not available, the family would continue utilizing the VASH voucher. Once the VASH voucher turns over, however, it must go to a homeless veteran family.

**Family Break Up [HUD-VASH Qs and As]**

In the case of divorce or separation, since the set-aside of VASH vouchers is for veterans, the voucher must remain with the veteran. This overrides the PHA's policies in Section 3-I.C. on how to determine who remains in the program if a family breaks up.

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**19-III.E. LEASING [FR Notice 9/27/21]**

**Waiting List**

The PHA does not have the authority to maintain a waiting list or apply local preferences for HUD–VASH vouchers. Policies in Chapter 4 relating to applicant selection from the waiting list, local preferences, special admissions, cross-listing, and opening and closing the waiting list do not apply to VASH vouchers.

**Exception Payment Standards**

To assist VASH participants in finding affordable housing, especially in competitive markets, HUD allows PHAs to establish a HUD-VASH exception payment standard. PHAs may go up to but no higher than 120 percent of the published area-wide fair market rent (FMR) or small area fair market rent (SAFMR) specifically for VASH families. PHAs who want to establish a VASH exception payment standard over 120 percent must still request a waiver from HUD through the regular waiver process outlined in Notice PIH 2018-16.

**Voucher Issuance**

Unlike the standard HCV program which requires an initial voucher term of at least 60 days, VASH vouchers must have an initial search term of at least 120 days. PHA policies on extensions as outlined in Section 5-II.E. will apply.

SNRHA Policy

All VASH vouchers will have an initial term of 120 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless the PHA grants an extension.

The PHA must track issuance of HCVs for families referred by the VAMC or DSP in PIC as required in Notice PIH 2011-53.

**Initial Lease Term**

Unlike in the standard the HCV program, VASH voucher holders may enter into an initial lease that is for less than 12 months. Accordingly, SNRHA Policy in Section 9-I.E., Term of Assisted Tenancy, does not apply.

**Ineligible Housing [FR Notice 6/18/14]**

Unlike in the standard HCV program, VASH families are permitted to live on the grounds of a VA facility in units developed to house homeless veterans. This applies to both tenant-based assistance and PBV. Therefore, 24 CFR 982.352(a)(5) and 983.53(a)(2), which prohibit units on the physical grounds of a medical, mental, or similar public or private institution, do not apply to VASH for this purpose only. Accordingly, SNRHA Policy in 9-I.D., Ineligible Units, does not apply for this purpose only.

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### HQS Pre-Inspections

To expedite the leasing process, PHAs may pre-inspect available units that veterans may be interested in leasing in order to maintain a pool of eligible units. If a VASH family selects a unit that passed an HQS inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval (Form HUD-52517), the unit may be approved if it meets all other conditions under 24 CFR 982.305. However, the veteran must be free to select their unit and cannot be steered to these units.

#### SNRHA Policy

To expedite the leasing process, the PHA may pre-inspect available units that veterans may be interested in leasing to maintain a pool of eligible units. If a VASH family selects a unit that passed a HQS pre-inspection (without intervening occupancy) within 45 days of the date of the RTA, the unit may be approved provided that it meets all other conditions under 24 CFR 982.305. The veteran will be free to select their unit.

When a pre-inspected unit is not selected, the PHA will make every effort to fast-track the inspection process, including adjusting the normal inspection schedule for both initial and any required reinspections.

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### 19-III.F. PORTABILITY [FR Notice 9/27/21 and Notice PIH 2011-53]

#### General Requirements

Portability policies under VASH depend on whether the family wants to move within or outside of the initial VA facility's catchment area (the area in which the VAMC or DSP operates). In all cases, the initial VA facility must be consulted prior to the move and provide written confirmation that case management will continue to be provided in the family's new location. VASH participant families may only reside in jurisdictions that are accessible to case management services, as determined by case managers at the partnering VAMC or DSP.

Under VASH, applicant families may move under portability even if the family did not have legal residency in the jurisdiction of the initial PHA when they applied. As a result, PHA policies in Section 10-II.B. about nonresident applicants do not apply.

If the family no longer requires case management, there are no portability restrictions. Normal portability rules apply.

#### Portability within the Initial VAMC or DSP's Catchment Area

A VASH family can move within the VAMC's catchment area as long as case management can still be provided, as determined by the VA. If the initial PHA's partnering VAMC will still provide the case management services, the receiving PHA must process the move in accordance with portability procedures:

- If the receiving PHA has been awarded VASH vouchers, it can choose to either bill the initial PHA or absorb the family if it has a VASH voucher available to do so.
  - If the PHA absorbs the family, the VAMC or DSP providing the initial case management must agree to the absorption and the transfer of case management.
- If the receiving PHA does not administer a VASH program, it must always bill the initial PHA.

#### Portability Outside of the Initial VAMC or DSP's Catchment Area

If a family wants to move to another jurisdiction where it will not be possible for the initial PHA's partnering VAMC or DSP to provide case management services, the initial VAMC or DSP must first determine that the VASH family could be served by another VAMC or DSP that is participating in the VASH program, and the receiving PHA has an available VASH voucher.

In these cases, the family must be absorbed by the receiving PHA either as a new admission or as a portability move-in, as applicable. Upon absorption, the initial PHA's VASH voucher will be available to lease to a new VASH-eligible family, and the absorbed family will count toward the number of VASH slots awarded to the receiving PHA.

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**Portability Outside of the Initial VAMC or DSP's Catchment Area under VAWA**

Veterans who request to port beyond the catchment area of the VAMC or DSP where they are receiving case management to protect the health or safety of a person who is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, and who reasonably believes they are threatened with imminent harm from further violence by remaining in the unit may port prior to receiving approval from the receiving VAMC or DSP. The initial PHA must follow its emergency transfer plan (see Exhibit 16-3). PHAs may require verbal self-certification or a written request from a participant seeking a move beyond the catchment area of the VAMC or DSP.

The verbal self-certification or written request must include either a statement expressing why the participant reasonably believes that there is a threat of imminent harm from further violence if they were to remain in the same unit or a statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-day period preceding the participants request for the move.

The participant must still port to a PHA that has a VASH program. If the receiving PHA does not have a VASH voucher available to lease, they may bill the initial PHA until a VASH voucher is available, at which point the porting veteran must be absorbed into the receiving PHA's program.

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**19-III.G. TERMINATION OF ASSISTANCE [FR Notice 9/27/21]**

With the exception of terminations for failure to receive case management, HUD has not established any alternative requirements for termination of assistance for VASH participants. However, prior to terminating VASH participants, HUD strongly encourages PHAs to exercise their discretion under 24 CFR 982.552(c)(2) as outlined in Section 12-II.D. of this policy and consider all relevant circumstances of the specific case. This includes granting reasonable accommodations for persons with disabilities, as well as considering the role of the case manager and the impact that ongoing case management services can have on mitigating the conditions that led to the potential termination.

VASH participant families may not be terminated after admission for a circumstance or activities that occurred prior to admission and were known to the PHA but could not be considered at the time of admission due to VASH program requirements. The PHA may terminate the family’s assistance only for program violations that occur after the family’s admission to the program.

**Cessation of Case Management**

As a condition of receiving HCV rental assistance, a HUD-VASH-eligible family must receive case management services from the VAMC or DSP. A VASH participant family’s assistance must be terminated for failure to participate, without good cause, in case management as verified by the VAMC or DSP.

However, a VAMC or DSP determination that the participant family no longer requires case management is not grounds for termination of voucher or PBV assistance. In such a case, at its option, the PHA may offer the family continued assistance through one of its regular vouchers. If the PHA has no voucher to offer, the family will retain its VASH voucher or PBV unit until such time as the PHA has an available voucher for the family.

**VAWA [FR Notice 9/27/21]**

When a veteran’s family member is receiving protection under VAWA because the veteran is the perpetrator of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the victim must continue to be assisted. Upon termination of the perpetrator’s VASH assistance, the victim must be given a regular HCV if one is available, and the perpetrator’s VASH voucher must be used to serve another eligible veteran family. If a regular HCV is not available, the perpetrator must be terminated from assistance and the victim will continue to use the VASH voucher.

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### 19-III.H. PROJECT-BASING VASH VOUCHERS

#### General Requirements [Notice PIH 2017-21 and FR Notice 9/27/21]

PHAs are authorized to project-base their tenant-based VASH vouchers without additional HUD review or approval in accordance with Notice PIH 2017-21 and all PBV program requirements provided that the VAMC will continue to make supportive services available. In addition, since 2010, HUD has awarded VASH vouchers specifically for project-based assistance in the form of PBV HUD-VASH set-aside vouchers. While these vouchers are excluded from the PBV program cap as long as they remain under PBV HAP contract at the designated project, all other VASH vouchers are subject to the PBV program percentage limitation discussed in Section 17-I.A. Note that VASH supportive services only need to be provided to VASH families receiving PBV assistance in the project, not all families receiving PBV assistance in the project. If a VASH family does not require or no longer requires case management, the unit continues to count as an excepted PBV unit as long as the family resides in the unit.

If the PHA project-bases VASH vouchers, the PHA must consult with the partnering VAMC or DSP to ensure approval of the project or projects. PHAs may project-base VASH vouchers in projects alongside other PBV units and may execute a single HAP contract covering both the VASH PBVs and the other PBVs. The PHA must refer only VASH families to PBV units exclusively made available to VASH families and to PBV units funded through a HUD set-aside award.

If a VASH family is referred to the PHA and there is an available PBV unit that is not exclusively made available to VASH families, the PHA may offer to refer the family to the owner if allowable under the selection policy for that project, and the owner and PHA may amend the HAP contract to designate the PBV unit as a VASH PBV unit.

The PHA and owner may agree to amend a PBV HAP contract to redesignate a regular PBV unit as a unit specifically designated for VASH families so long as the PHA first consults with the VAMC or DSP. Additionally, the PHA and owner may agree to amend a PBV HAP contract to redesignate a unit specifically designated for VASH families as a regular PBV unit, so long as the unit is not funded through a VASH PBV set-aside award and is eligible for regular PBV (i.e., the unit is not on the grounds of a medical facility and the unit is eligible under the PHA's program and project caps).

Policies for VASH PBV units will generally follow PHA policies for the standard PBV program as listed in Chapter 17, with the exception of the policies listed below.

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**Failure to Participate in Case Management [FR Notice 9/27/21]**

Upon notification by the VAMC or DSP of the family’s failure to participate, without good cause, in case management, the PHA must provide the family a reasonable time period to vacate the unit. The PHA must terminate assistance to the family at the earlier of either the time the family vacates or the expiration of the reasonable time period given to vacate.

SNRHA Policy

Upon notification by the VAMC or DSP that a VASH PBV family has failed to participate in case management without good cause, the PHA will provide written notice of termination of assistance to the family and the owner within 10 business days. The family will be given 60 days from the date of the notice to move out of the unit.

The PHA may make exceptions to this 60-day period if needed for reasons beyond the family’s control such as death, serious illness, or other medical emergency of a family member.

If the family fails to vacate the unit within the established time, the owner may evict the family. If the owner does not evict the family, the PHA must remove the unit from the HAP contract or amend the HAP contract to substitute a different unit in the project if the project is partially assisted. The PHA may add the removed unit to the HAP contract after the ineligible family vacates the property.

**Moves [HUD-VASH Qs and As, FR Notice 9/27/21]**

When a VASH PBV family is eligible to move from its PBV unit in accordance with Section 17-VIII.C. of this policy, but there is no other comparable tenant-based rental assistance, the following procedures must be implemented:

- If a VASH tenant-based voucher is not available at the time the family wants (and is eligible) to move, the PHA may require a family who still requires case management to wait for a VASH tenant-based voucher for a period not to exceed 180 days;
- If a VASH tenant-based voucher is still not available after that period, the family must be allowed to move with its VASH voucher. Alternatively, the PHA may allow the family to move with its VASH voucher without having to meet this 180-day period. In either case, the PHA is required to replace the assistance in the PBV unit with one of its regular vouchers, unless the PHA and owner agree to temporarily remove the unit from the HAP contract; and
- If a VASH veteran is determined to no longer require case management, the PHA must allow the family to move with the first available tenant-based voucher if no VASH voucher is immediately available and cannot require the family to wait for a VASH voucher to become available.

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## PART IV: MAINSTREAM VOUCHER PROGRAM

### 19-IV.A. PROGRAM OVERVIEW [Notice PIH 2020-01]

Mainstream vouchers assist non-elderly persons with disabilities and their families in the form of either project-based or tenant-based voucher assistance.

Aside from separate funding appropriations and serving a specific population, Mainstream vouchers follow the same program requirements as standard vouchers. The PHA does not have special authority to treat families that receive a Mainstream voucher differently from other applicants and participants. For example, the PHA cannot apply different payment standards, establish conditions for allowing portability, or apply different screening criteria to Mainstream families.

The Mainstream voucher program, (previously referred to as the Mainstream 5-Year program or the Section 811 voucher program) was originally authorized under the National Affordable Housing Act of 1990. Mainstream vouchers operated separately from the regular HCV program until the passage of the Frank Melville Supportive Housing Investment Act of 2010. Funding for Mainstream voucher renewals and administrative fees was first made available in 2012. In 2017 and 2019, incremental vouchers were made available for the first time since the Melville Act (in addition to renewals and administrative fees), and PHAs were invited to apply for a competitive award of Mainstream vouchers under the FY17 and FY19 NOFAs. In 2020, Notice PIH 2020-22 provided an opportunity for any PHA administering an HCV program to apply for Mainstream vouchers noncompetitively, while Notice PIH 2020-09 authorized an increase in Mainstream voucher units and budget authority for those PHAs already awarded Mainstream vouchers under the FY17 and FY19 NOFAs.

Funds for Mainstream vouchers may be recaptured and reallocated if the PHA does not comply with all program requirements or fails to maintain a utilization rate of 80 percent for the PHA's Mainstream vouchers.

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**19-IV.B. ELIGIBLE POPULATION [Notice PIH 2020-01 and Notice PIH 2020-22]**

All Mainstream vouchers must be used to serve non-elderly persons with disabilities and their families, defined as any family that includes a person with disabilities who is at least 18 years old and not yet 62 years old as of the effective date of the initial HAP contract. The eligible disabled household member does not need to be the head of household.

The definition of person with disabilities for purposes of Mainstream vouchers is the statutory definition under section 3(b)(3)(E) of the 1937 Act, which is the same as is used for allowances and deductions in the HCV program and is provided in Exhibit 3-1 of this policy.

Existing families receiving Mainstream vouchers, where the eligible family member is now age 62 or older, will not “age out” of the program as long as the family was eligible on the day it was first assisted under a HAP contract.

The PHA may not implement eligibility screening criteria for Mainstream vouchers that is different from that of the regular HCV program.

**19-IV.C. PARTNERSHIP AND SUPPORTIVE SERVICES [Notice PIH 2020-01]**

PHAs are encouraged but not required to establish formal and informal partnerships with a variety of organizations that assist persons with disabilities to help ensure eligible participants find and maintain stable housing.

SNRHA Policy

The PHA will implement a Mainstream program, in partnership with *[insert names of any groups with which the PHA has formed partnerships]*.

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#### 19-IV.D. WAITING LIST ADMINISTRATION

##### **General Waiting List Requirements [Notice PIH 2020-01 and Mainstream Voucher Basics Webinar, 10/15/20]**

PHAs must not have a separate waiting list for Mainstream voucher assistance since the PHA is required by the regulations to maintain one waiting list for tenant-based assistance [24 CFR 982.204(f)]. All PHA policies on opening, closing, and updating the waiting list, as well as waiting list preferences in Chapter 4, apply to the Mainstream program.

When the PHA is awarded Mainstream vouchers, these vouchers must be used for new admissions to the PHA's program from the waiting list. The PHA must lease these vouchers by pulling the first Mainstream-eligible family from its tenant-based waiting list. PHAs are not permitted to reassign existing participants to the program in order to make regular tenant-based vouchers available. Further, the PHA may not skip over Mainstream-eligible families on the waiting list because the PHA is serving the required number of Mainstream families.

Upon turnover, vouchers must be provided to Mainstream-eligible families. If a Mainstream turnover voucher becomes available, the PHA must determine if the families at the top of the waiting list qualify under program requirements.

##### **Admission Preferences [Notice PIH 2020-01; FY17 Mainstream NOFA; FY19 Mainstream NOFA]**

If the PHA claimed points for a preference in a NOFA application for Mainstream vouchers, the PHA must adopt a preference for at least one of the targeted groups identified in the NOFA.

###### SNRHA Policy

The PHA claimed a preference for a targeted group as part of an application for Mainstream vouchers under a NOFA. The PHA will offer the following preference:

**[Insert the PHA's preference here and in Section 4-III.C.]**

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**19-IV.E. PORTABILITY [Notice PIH 2020-01 and Mainstream Voucher Basics Webinar, 10/15/20]**

Mainstream voucher participants are eligible for portability under standard portability rules and all PHA policies regarding portability in Chapter 10, Part II apply to Mainstream families.

The following special considerations for Mainstream vouchers apply under portability:

- If the receiving PHA has a Mainstream voucher available, the participant may remain a Mainstream participant.
  - If the receiving PHA chooses to bill the initial PHA, then the voucher will remain a Mainstream voucher.
  - If the receiving PHA chooses to absorb the voucher, the voucher will be considered a regular voucher, or a Mainstream voucher if the receiving PHA has a Mainstream voucher available, and the Mainstream voucher at the initial PHA will be freed up to lease to another Mainstream-eligible family.
- If the receiving PHA does not have a Mainstream voucher available, the participant may receive a regular voucher.

**19-IV.F. PROJECT-BASING MAINSTREAM VOUCHERS [FY19 Mainstream Voucher NOFA Q&A]**

The PHA may project-base Mainstream vouchers in accordance with all applicable PBV regulations and PHA policies in Chapter 17. PHAs are responsible for ensuring that, in addition to complying with project-based voucher program requirements, the project complies with all applicable federal nondiscrimination and civil rights statutes and requirements. This includes, but is not limited to, Section 504 of the Rehabilitation Act (Section 504), Titles II or III of the Americans with Disabilities (ADA), and the Fair Housing Act and their implementing regulations at 24 CFR Part 8; 28 CFR Parts 35 and 36; and 24 CFR Part 100. Mainstream vouchers are subject to the PBV program percentage limitation discussed in Section 17-I.A.

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## PART V: NON-ELDERLY DISABLED (NED) VOUCHERS

### 19-V.A. PROGRAM OVERVIEW [Notice PIH 2013-19]

NED vouchers help non-elderly disabled families lease suitable, accessible, and affordable housing in the private market. Aside from separate funding appropriations and serving a specific population, NED vouchers follow the same program requirements as standard vouchers. The PHA does not have special authority to treat families that receive a NED voucher differently from other applicants and participants.

Some NED vouchers are awarded to PHAs through competitive NOFAs. The NOFA for FY2009 Rental Assistance for NED made incremental funding available for two categories of NED families:

- **Category 1** vouchers enable non-elderly persons or families with disabilities to access affordable housing on the private market.
- **Category 2** vouchers enable non-elderly persons with disabilities currently residing in nursing homes or other healthcare institutions to transition into the community. PHAs with NED Category 2 vouchers were required to partner with a state Medicaid or health agency or the state Money Follows the Person (MFP) Demonstration agency.

Since 1997, HCVs for NED families have been also awarded under various special purpose HCV programs: Rental Assistance for Non-Elderly Persons with Disabilities in Support of Designated Housing Plans (Designated Housing), Rental Assistance for Non-Elderly Persons with Disabilities Related to Certain Types of Section 8 Project-Based Developments (Certain Developments), One-Year Mainstream Housing Opportunities for Persons with Disabilities, and the Project Access Pilot Program (formerly Access Housing 2000).

- **Designated Housing** vouchers enable non-elderly disabled families, who would have been eligible for a public housing unit if occupancy of the unit or entire project had not been restricted to elderly families only through an approved Designated Housing Plan, to receive rental assistance. These vouchers may also assist non-elderly disabled families living in a designated unit/project/building to move from that project if they so choose. The family does not have to be listed on the PHA's voucher waiting list. Instead, they may be admitted to the program as a special admission. Once the impacted families have been served, the PHA may begin issuing these vouchers to non-elderly disabled families from their HCV waiting list. Upon turnover, these vouchers must be issued to non-elderly disabled families from the PHA's HCV waiting list.

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- **Certain Developments** vouchers enable non-elderly families having a person with disabilities, who do not currently receive housing assistance in certain developments where owners establish preferences for, or restrict occupancy to, elderly families, to obtain affordable housing. These non-elderly families with a disabled person do not need to be listed on the PHA’s HCV waiting list in order to be offered and receive housing choice voucher rental assistance. It is sufficient that these families' names are on the waiting list for a covered development at the time their names are provided to the PHA by the owner. Once the impacted families have been served, the PHA may begin issuing these vouchers to non-elderly disabled families from their HCV waiting list. Upon turnover, these vouchers must be issued to non-elderly disabled families from the PHA’s HCV waiting list.
- **One-Year Mainstream Housing Opportunities for Persons with Disabilities (One-Year Mainstream) vouchers** enable non-elderly disabled families on the PHA’s waiting list to receive a voucher. After initial leasing, turnover vouchers must be issued to non-elderly disabled families from the PHA’s voucher waiting list.

**19-V.B. ELIGIBLE POPULATION**

**General Requirements [Notice PIH 2013-19]**

Only eligible families whose head of household, spouse, or cohead is non-elderly (under age 62) and disabled may receive a NED voucher. Families with only a minor child with a disability are not eligible.

In cases where the qualifying household member now qualifies as elderly due to the passage of time since the family received the NED voucher, existing NED participant families do not “age out,” as the family was eligible on the day it was first assisted under a housing assistance payments (HAP) contract.

The definition of person with disabilities for purposes of NED vouchers is the statutory definition under Section 3(b)(3)(E) of the 1937 Act, which is the same as is used for allowances and deductions in the HCV program and is provided in Exhibit 3-1 of this policy.

The PHA may not implement eligibility screening criteria for NED vouchers that is different from that of the regular HCV program.

**NED Category 2 [Notice PIH 2013-19 and NED Category 2 FAQs]**

In addition to being eligible for the PHA’s regular HCV program and a non-elderly person with a disability, in order to receive a Category 2 voucher, the family’s head, spouse, cohead, or sole member must be transitioning from a nursing home or other healthcare institution and provided services needed to live independently in the community.

Nursing homes or other healthcare institutions may include intermediate care facilities and specialized institutions that care for those with intellectual disabilities, developmentally disabled, or mentally ill, but do not include board and care facilities (e.g., adult homes, adult day care, adult congregate living).

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The PHA cannot limit who can apply to just those persons referred or approved by a Money Follows the Person (MFP) Demonstration agency or state health agency. Other individuals could be placed on the waiting list if they can show, with confirmation by an independent agency or organization that routinely provides such services (this can be the MFP or partnering agency, but need not be), that the transitioning individual will be provided with all necessary services, including care or case management.

For each Category 2 family, there must be documentation (e.g., a copy of a referral letter from the partnering or referring agency) in the tenant file identifying the institution where the family lived at the time of voucher issuance.

### 19-V.C. WAITING LIST

#### General Requirements [Notice PIH 2013-19]

Families must be selected for NED vouchers from the PHA's waiting list in accordance with all applicable regulations and PHA policies in Chapter 4.

Regardless of the number of NED families the PHA is required to serve, the next family on the waiting list must be served. Further, the PHA may not skip over NED-eligible families on the waiting list because the PHA is serving the required number of NED families.

#### NED Category 2 Referrals [NED Category 2 FAQs]

For NED Category 2 families, the partnering agency may make referrals of eligible families to the PHA for placement on the waiting list. The PHA will then select these families from the waiting list for voucher issuance. Because language in the NOFA established that vouchers awarded under the NOFA must only serve non-elderly disabled families transitioning from institutions, the PHA does not need to establish a preference in order to serve these families ahead of other families on the PHA's waiting list.

PHAs must accept applications from people living outside their jurisdictions or from people being referred from other Medicaid or MFP service agencies in their state.

If the PHA's waiting list is closed, the PHA must reopen its waiting list to accept referrals from its partnering agency. When opening the waiting list, PHAs must advertise in accordance with 24 CFR 982.206 and PHA policies in Section 4-II.C. In addition, the PHA must ensure that individuals living in eligible institutions are aware when the PHA opens its waiting list by reaching out to social service agencies, nursing homes, intermediate care facilities and specialized institutions in the local service area.

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**Reissuance of Turnover Vouchers [Notice PIH 2013-19]**

All NED turnover vouchers must be reissued to the next NED family on the PHA’s waiting list with the following exception: A Category 2 voucher must be issued to another Category 2 family upon turnover if a Category 2 family is on the PHA’s waiting list. If there are no Category 2 families on the PHA’s waiting list, the PHA must contact its partnering agency as well as conduct outreach through appropriate social service agencies and qualifying institutions to identify potentially eligible individuals. Only after all means of outreach have been taken to reach Category 2 families can the PHA reissue the voucher to another Category 2 NED family on the PHA’s waiting list. Any subsequent turnover of that voucher must again be used for a Category 2 family on the PHA’s waiting list, and the PHA is under the same obligation to conduct outreach to Category 2 families if no such families are on the PHA’s waiting list.

For PHAs that received both Category 1 and Category 2 vouchers, if at any time the PHA is serving fewer Category 2 families than the number of Category 2 HCVs awarded under the NOFA, when a Category 2 family applies to the waiting list and is found eligible, the PHA must issue the next NED voucher to that family. HUD monitors the initial leasing and reissuance of Category 2 HCVs. These vouchers may be recaptured and reassigned if not leased properly and in a timely manner.

All NED vouchers should be affirmatively marketed to a diverse population of NED-eligible families to attract protected classes least likely to apply. If at any time following the turnover of a NED HCV a PHA believes it is not practicable to assist NED families, the PHA must contact HUD.

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**19-V.D. LEASE UP [Notice PIH 2013-19]**

**Briefings**

In addition to providing families with a disabled person a list of accessible units known to the PHA, HUD encourages, but does not require, PHAs to provide additional resources to NED families as part of the briefing.

SNRHA Policy

In addition to providing families with a disabled person a list of accessible units known to the PHA, the PHA will provide a list of local supportive service and disability organizations that may provide such assistance as counseling services and funding for moving expenses or security deposits in the briefing packet. These organizations include state protection and advocacy agencies, Centers for Independent Living, state Medicaid agencies, and disability advocacy groups that represent individuals with a variety of disabilities.

Further, if other governmental or non-governmental agencies provide available resources such as housing search counseling, moving expenses, security deposits, and utility deposits, the PHA will include this information in the briefing packet.

The PHA will also offer specialized housing search assistance to families with a disabled person to locate accessible units if requested. Trained PHA staff or a local supportive service or disability organization may be able to provide this service.

**Voucher Term**

While the PHA is not required to establish different policies for the initial term of the voucher for NED vouchers, HUD has encouraged PHAs with NED vouchers to be generous in establishing reasonable initial search terms and subsequent extensions for families with a disabled person.

SNRHA Policy

All NED vouchers will have an initial term of 120 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless the PHA grants an extension.

All other PHA policies on extensions and suspension of vouchers in Section 5-II.E. will apply.

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### Special Housing Types [Notice PIH 2013-19 and NED Category 2 FAQs]

In general, a PHA is not required to permit families to use any of the special housing types and may limit the number of families using such housing. However, the PHA must permit the use of a special housing type if doing so provides a reasonable accommodation so that the program is readily accessible to and usable by a person with disabilities.

Such special housing types include single room occupancy housing, congregate housing, group homes, shared housing, cooperative housing, and manufactured homes when the family owns the home and leases the manufactured home space.

Persons with disabilities transitioning out of institutional settings may choose housing in the community that is in a group or shared environment or where some additional assistance for daily living is provided for them on site. Under HUD regulations, group homes and shared housing are considered special housing types and are not excluded as an eligible housing type in the HCV program. Assisted living facilities are also considered eligible housing under the normal HCV program rules, as long as the costs for meals and other supportive services are not included in the housing assistance payments (HAP) made by the PHA to the owner, and as long as the person does not need continual medical or nursing care.

### 19-V.E. PORTABILITY [NED Category 2 FAQs]

NED voucher participants are eligible for portability under standard portability rules and all PHA policies regarding portability in Chapter 10, Part II apply to NED families. However, the PHA may, but is not required to, allow applicant NED families to move under portability, even if the family did not have legal residency in the initial PHA's jurisdiction when they applied.

#### SNRHA Policy

If neither the head of household nor the spouse or cohead of a NED applicant family had a domicile (legal residence) in the PHA's jurisdiction at the time that the family's initial application for assistance was submitted, the family must lease a unit within the initial PHA's jurisdiction for at least 12 months before requesting portability.

The PHA will consider exceptions to this policy for purposes of reasonable accommodation (see Chapter 2) or reasons related to domestic violence, dating violence, sexual assault, stalking, or human trafficking.

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## PART VI: STABILITY VOUCHER PROGRAM

### 19-VI.A. PROGRAM OVERVIEW [Notice PIH 2022-24]

The Consolidated Appropriations Act, 2021 (Public Law 116-260) (2021 Act) provided new incremental funding for voucher assistance through Stability Vouchers (SVs) for households who are:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a));
- At-risk of homelessness;
- Those fleeing or attempting to flee domestic violence dating violence, sexual assault, stalking, or human trafficking; and
- Veterans and families that include a veteran family member that meet one of the above criteria.

HUD may waive certain statutory and regulatory provisions to administer the SVs (except for requirements related to tenant rights and protections, rent setting, fair housing, nondiscrimination, labor standards and the environment) upon a finding that any such waivers or alternative requirements are necessary to facilitate the use of funds made available for SVs. Unless expressly waived below, all statutory and regulatory requirements and HUD directives regarding the HCV program are applicable to SVs, including the use of all HUD required contracts and other forms. A PHA may request additional good cause regulatory waivers as established in Notice PIH 2018-16 in connection with the use of the SVs, which HUD will consider and assess upon the request of the PHA.

### 19-VI.B. PARTNERING ORGANIZATION [Notice PIH 2022-24]

SV funding is only awarded to PHAs that partner with eligible Continuums of Care (CoCs) or other entities that serve the targeted population, such as Victim Service Providers (VSPs) and Veteran Service Organizations (VSOs) serving the targeted population in the PHA's jurisdiction to implement coordinated approaches to reduce the prevalence of homelessness, improve service engagement, and promote housing stability while ensuring geographical need of assistance.

The PHA must enter into a Memorandum of Understanding (MOU) with the CoC to establish a partnership with the CoC to pair SVs with CoC-funded supportive services, and to collaborate with the CoC and other stakeholders to develop a prioritization plan for these vouchers.

#### SNRHA Policy

The PHA has entered into an MOU with the following partnering organization *[insert names of CoC, VSP, and/or VSO]*. See Exhibit 19-3 for a copy of the MOU.

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### 19-VI.C. REFERRALS [Notice PIH 2022-24]

In general, families are issued SVs as the result of either:

- The direct referral process from the CoC or other partnering organizations; or
- A situation where the PHA makes an SV available in order to facilitate an emergency transfer for victims of domestic violence, dating violence, sexual assault, stalking, and human trafficking.

#### CoC Referrals

The primary responsibility of the CoC under the MOU is to make direct referrals of qualifying individuals and families to the PHA and to identify any CoC-funded available supportive services that may be paired with SVs.

The CoC or other partnering agency must certify that the SV applicants they refer to the PHA meet the definition of a qualifying individual or family for SV assistance.

The referring agency must provide documentation to the PHA of the referring agency's verification that the family meets one of the four eligible categories for SV assistance. The PHA must retain this documentation as part of the family's file.

#### SNRHA Policy

The CoC or partnering agency must establish and implement a system to identify SV-eligible individuals and families within the agency's caseload and make referrals to the PHA.

The CoC or other partnering agency must certify that the SV applicants they refer to the PHA meet SV eligibility criteria. The PHA will maintain a copy of the referral or certification from the CoC or other partnering agency in the participant's file along with other eligibility paperwork. Homeless service providers may, but are not required to, use the certification form found in Exhibit 19-1 of this chapter. Victim services providers may, but are not required to, use the certification form found in Exhibit 19-2 of this chapter when identifying eligible families who qualify as victims of human trafficking.

As part of the MOU, the PHA and CoC or other partnering agency will identify staff positions to serve as lead SV liaisons. These positions will be responsible for transmission and acceptance of referrals. The CoC or partnering agency must commit sufficient staff and resources to ensure eligible individuals and families are identified and determined eligible in a timely manner.

The PHA liaison responsible for acceptance of referrals will contact the CoC or partnering agency liaison via email indicating the number of vouchers available and requesting an appropriate number of referrals. No more than five business days from the date the CoC or partnering agency receives this notification, the CoC or partnering agency liaison will provide the PHA with a list of eligible referrals including the name, address, and contact phone number for each adult individual who is being referred; a completed release form for each adult family member; and a written certification for each referral indicating they are SV-eligible.

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### Referrals from Outside the CoC

The PHA must also take direct referrals from outside the CoC process if:

- The CoC does not have a sufficient number of eligible families to refer to the PHA; or
- The CoC does not identify families that may be eligible for SV assistance because they are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

If a direct referral is taken from outside of the CoC, the PHA must enter into a partnership to receive direct referrals from another entity, assuming there are such additional organizations that can certify that an individual or family is eligible for an SV.

The PHA must enter into an MOU with a partnering referral agency or may add the partnering referral agency to the MOU between the PHA and CoC.

### 19-VI.D. WAITING LIST [Notice PIH 2022-24]

#### HCV Waiting List

The regulation that requires the PHA to admit applicants as waiting list admissions or special admissions in accordance with admission policies in Chapter 4 does not apply to PHAs operating the SV program. Direct referrals are not added to the PHA's HCV waiting list.

The PHA must inform families on the HCV waiting list of the availability of SVs by, at a minimum, either by posting the information to their website or providing public notice in their respective communities in accordance with the requirements listed in Notice PIH 2022-24.

#### SNRHA Policy

The PHA will post information about the SV program for families on the PHA's HCV waiting list on their website. The notice will:

Describe the eligible populations to which SVs are limited.

Clearly state that the availability of these SVs is managed through a direct referral process.

Advise the family to contact the CoC (or any other PHA referral partner, if applicable) if the family believes they may be eligible for SV assistance.

The PHA will ensure effective communication with persons with disabilities, including those with vision, hearing, and other communication-related disabilities in accordance with Chapter 2. The PHA will also take reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP) in accordance with Chapter 2.

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### SV Waiting List

The HCV regulations requiring the PHA to operate a single waiting list for admission to the HCV program do not apply to PHAs operating the SV program. Instead, when the number of applicants referred by the CoC or partnering agency exceeds the SVs available, the PHA must maintain a separate waiting list for SV referrals. Upon turnover, SV vouchers must continue to remain available for eligible families.

Further, the SV waiting list is not subject to PHA policies in Chapter 4 regarding opening and closing the HCV waiting list. The PHA will work directly with its CoC and other referral agency partners to manage the number of referrals and the size of the SV waiting list.

### HCV Waiting List Preferences

If local preferences are established by the PHA for HCV in Chapter 4, they do not apply to SVs. However, if the PHA has a homelessness preference or a preference for survivors of domestic violence, dating violence, sexual assault, stalking, or human trafficking for the regular HCV program, the PHA must refer any applicant on the waiting list that indicated they qualified for this preference to the CoC, or the applicable partnering referral agency.

#### SNRHA Policy

The PHA does not offer either a homelessness or VAWA preference for the HCV waiting list.

### SV Waiting List Preferences

With the exception of a residency preference, which may not be applied to the PHA's SV waiting list, the PHA may choose, in coordination with the CoC and other referral partners, to establish separate local preferences for SVs, or may simply choose to not establish any local preferences for the SV waiting list. The preference system may not prohibit SV admissions from any of the four qualifying categories of eligibility.

#### SNRHA Policy

No local preferences have been established for the SV waiting list.

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## 19-VI.E. FAMILY ELIGIBILITY [Notice PIH 2022-24]

### Referring Agency Determination of Eligibility

The CoC or referring agency determines whether the individual or family meets any one of the eligibility criteria described in Notice PIH 2022-24 and then refers the family to the PHA. The PHA determines that the family meets other eligibility criteria for the HCV program, as modified for the SV program and outlined below.

In order to be eligible for an SV, a household must meet one of four eligibility criteria:

- Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302(a)) and 24 CFR 578.3;
- At-risk of homelessness as defined in 24 CFR 5.78.3;
- Those fleeing or attempting to flee domestic violence dating violence, sexual assault, stalking, or human trafficking; and
- Veterans [as defined in 38 U.S.C. 101(2); 38 CFR 3.1(d)] and families that include a veteran family member that meet one of the above criteria.

### Mandatory Denials

HUD waived 24 CFR 982.552 and 982.553 in part for the SV applicants and established alternative requirements for mandatory and permissive prohibitions of admissions. Except where applicable, PHA policies regarding denials in Chapter 3 of this policy do not apply to screening individuals and families for eligibility for an SV. Instead, the SV alternative requirement listed in this section will apply to all SV applicants.

The mandatory and permissive prohibitions listed in Notice PIH 2022-24 and in this chapter, however, apply only when screening the individual or family for eligibility for an SV. When adding a family member after the family has been placed under a HAP contract with SV assistance, the regulations at 24 CFR 982.551(h)(2) apply. Other than the birth, adoption, or court-awarded custody of a child, the PHA must approve additional family members and may apply its regular HCV screening criteria in Chapter 3 in doing so.

Under alternative requirements for the SV program, mandatory denials for SV applicants include:

- 24 CFR 982.553(a)(1)(ii)(C), which prohibits admission if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- 24 CFR 982.553(a)(2)(i), which prohibits admission to the program if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.

The PHA will also deny assistance to household members already receiving assistance from another program.

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The PHA must deny admission to the program if any member of the family fails to sign and submit consent forms for obtaining information as required by 24 CFR 982.552(b)(3) but should notify the family of the limited SV grounds for denial of admission first.

**SNRHA Policy**

While the PHA will deny admission to the program if any adult member (or head of household or spouse, regardless of age) fails to sign and submit consent forms, the PHA will first notify the family of the limited SV grounds for denial of admission as part of the notice of denial that will be mailed to the family.

**Permissive Denial**

Notice PIH 2022-24 lists permissive prohibitions for which the PHA may, but is not required to, deny admission to SV families. The notice also lists prohibitions that, while allowable under the HCV program, may not be used to deny assistance for SV families.

If the PHA intends to establish permissive prohibition policies for SV applicants, the PHA must first consult with its CoC partner to understand the impact that the proposed prohibitions may have on referrals and must take the CoC's recommendations into consideration.

**SNRHA Policy**

In consultation with the CoC, the PHA will apply permissive prohibition to the screening of SV applicants. Determinations using permissive prohibitions will be made based on an individualized assessment of relevant mitigating information in accordance with policies in Section 3-III.E. of the administrative plan.

The PHA will establish the following permissive prohibitions:

If the PHA determines that any household member is currently engaged in, or has engaged in within the previous 12 months:

Violent criminal activity

Other criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity

If any member of the family has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program within the previous 12 months.

If the family engaged in or threatened abusive or violent behavior toward PHA personnel within the previous 12 months.

Prohibitions based on criminal activity for the eligible SV populations regarding drug possession will be considered apart from criminal activity against persons (i.e., violent criminal activity).

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In compliance with PIH 2022-24, the PHA will not deny an SV applicant admission regardless of whether:

Any member of the family has been evicted from federally assisted housing in the last five years

A PHA has ever terminated assistance under the program for any member of the family

The family currently owes rent or other amounts to the PHA or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act

The family has not reimbursed any PHA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease

The family breached an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA

The family would otherwise be prohibited admission under alcohol abuse standards established by the PHA in accordance with 24 CFR 982.553(a)(3)

The PHA determines that any household member is currently engaged in or has engaged in during a reasonable time before the admission, drug-related criminal activity

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### Self-Certification of Income at Admission

The requirement to obtain third-party verification of income in accordance with Notice PIH 2018-18 does not apply to the SV program applicants at admission, and alternatively, PHAs may consider self-certification the highest form of income verification at admission. As such, PHA policies related to the verification of income in Section 7-I.B. do not apply to SV families at admission. Instead, applicants must submit an affidavit attesting to their reported income, assets, expenses, and other factors that would affect an income eligibility determination.

Additionally, applicants may provide third-party documentation that represents the applicant's income within the 60-day period prior to admission or voucher issuance but is not dated within 60 days of the PHA's request.

#### SNRHA Policy

Any documents used for verification must be the original (not photocopies) and dated within the 60-day period prior to admission. The documents must not be damaged, altered, or in any way illegible.

Printouts from webpages are considered original documents.

Any family self-certifications must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified.

The PHA will incorporate additional procedures to remind families of the obligation to provide true and complete information in accordance with Chapter 14. The PHA will address any material discrepancies (i.e., unreported income or a substantial difference in reported income) that may arise later. The PHA may, but is not required to, offer the family a repayment agreement in accordance with Chapter 16. If the family fails to repay the excess subsidy, the PHA will terminate the family's assistance in accordance with the policies in Chapter 12.

### Recently Conducted Income Determinations

PHAs may accept income calculations and verifications from third-party providers or from an examination that the PHA conducted on behalf of the family for another subsidized housing program in lieu of conducting an initial examination of income as long as:

- The income was calculated in accordance with rules outlined at 24 CFR Part 5 and within the last six months; and
- The family certifies there has been no change in income or family composition in the interim.

#### SNRHA Policy

The PHA will accept income calculations and verifications from third-party providers provided they meet the criteria outlined above.

The family certification must be made in a format acceptable to the PHA and must be signed by all adult family members whose information or status is being verified.

At the time of the family's annual reexamination, the PHA must conduct the annual reexamination of income as outlined at 24 CFR 982.516 and the PHA policies in Chapter 11.

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### EIV Income Validation

Once HUD makes the EIV data available to PHAs under this waiver and alternative requirement, the PHA must:

- Review the EIV Income and Income Validation Tool (IVT) reports to confirm and validate family-reported income within 90 days of the PIC submission date;
- Print and maintain copies of the EIV Income and IVT Reports in the tenant file; and
- Resolve any income discrepancy with the family within 60 days of the EIV Income or IVT Report dates.

Prior to admission, PHAs must continue to use HUD's EIV system to search for all household members using the Existing Tenant Search in accordance with PHA policies in Chapter 3.

If a PHA later determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program in accordance with Chapter 12.

### Social Security Number and Citizenship Status Verification

For the SV program, the PHA is not required to obtain and verify SSN documentation and documentation evidencing eligible noncitizen status before admitting the family to the SV program. Instead, PHAs may adopt policies to admit SV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. As an alternative requirement, such individuals must provide the required documentation within 180 days of admission to be eligible for continued assistance, pending verification, unless the PHA provides an extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

#### SNRHA Policy

The PHA will admit SV applicants who are unable to provide the required SSN or citizenship documentation during the initial eligibility determination. These individuals must provide the required documentation in accordance with policies in Chapter 7 within 180 days of admission. The PHA may provide an additional 60-day extension based on evidence from the family or confirmation from the CoC or other partnering agency that the family has made a good-faith effort to obtain the documentation.

If the PHA determines that an ineligible family received assistance, the PHA will take steps to terminate that family from the program in accordance with policies in Chapter 12.

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**Age and Disability Verifications**

PHAs may accept self-certification of date of birth and disability status if a higher level of verification is not immediately available. If self-certification is used, the PHA must obtain a higher level of verification within 90 days of admission or verify the information in EIV.

If a PHA determines that an ineligible family received assistance, the PHA must take steps to terminate that family from the program.

**SNRHA Policy**

The PHA will accept self-certification of date of birth and disability status if a higher form of verification is not immediately available. The certification must be made in a format acceptable to the PHA and must be signed by the family member whose information or status is being verified. If self-certification is accepted, within 90 days of admission, the PHA will verify the information in EIV or through other third-party verification if the information is not available in EIV. The PHA will note the family's file that self-certification was used as initial verification and include an EIV printout or other third-party verification confirming the applicant's date of birth and/or disability status.

If the PHA determines that an ineligible family received assistance, the PHA will take steps to terminate that family from the program in accordance with policies in Chapter 12.

**Income Targeting**

The PHA must determine income eligibility for SV families in accordance with 24 CFR 982.201 and SNRHA Policy in Chapter 3; however, income targeting requirements do not apply for SV families. The PHA may still choose to include the admission of extremely low-income SV families in its income targeting numbers for the fiscal year in which these families are admitted.

**SNRHA Policy**

The PHA will not include the admission of extremely low-income SV families in its income targeting numbers for the fiscal year in which these families are admitted.

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**19-VI.F. HOUSING SEARCH AND LEASING**

**Initial Voucher Term**

Unlike the standard HCV program, which requires an initial voucher term of at least 60 days, SV vouchers must have an initial search term of at least 120 days. PHA policies on extensions as outlined in Section 5-II.E. will apply.

**SNRHA Policy**

All SVs will have an initial term of 120 calendar days.

The family must submit a Request for Tenancy Approval and proposed lease within the 120-day period unless the PHA grants an extension.

**HQS Pre-Inspections**

To expedite the leasing process, PHAs may pre-inspect available units that SV families may be interested in leasing in order to maintain a pool of eligible units.

**SNRHA Policy**

To expedite the leasing process, the PHA may pre-inspect available units that SV families may be interested in leasing to maintain a pool of eligible units. If an SV family selects a unit that passed a HQS pre-inspection (without intervening occupancy) within 45 days of the date of the Request for Tenancy Approval, the unit may be approved provided that it meets all other conditions under 24 CFR 982.305. The family will be free to select his or her unit.

When a pre-inspected unit is not selected, the PHA will make every effort to fast-track the inspection process, including adjusting the normal inspection schedule for any required reinspections.

**Initial Lease Term**

Unlike in the standard the HCV program, SV voucher holders may enter into an initial lease that is for less than 12 months, regardless of the SNRHA Policy in Section 9-I.E., Term of Assisted Tenancy.

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## Portability

The normal HCV portability procedures and requirements outlined in Chapter 10 generally apply to SVs. Exceptions are addressed below.

- Under SV, applicant families may move under portability even if the family did not have legal residency in the jurisdiction of the initial PHA when they applied, regardless of SNRHA Policy in Section 10-II.B.
- A receiving PHA cannot refuse to assist an incoming SV family, regardless of whether the PHA administers SVs under its own ACC.
- If the SV family moves under portability to another PHA that administers SVs under its own ACC:
  - The receiving PHA may only absorb the incoming SV family with an SV (assuming it has an SV voucher available to do so).
  - If the PHA does not have an SV available to absorb the family, it must bill the initial PHA. The receiving PHA must allow the family to lease the unit with SV assistance and may not absorb the family with a regular HCV when the family leases the unit.
  - Regardless of whether the receiving PHA absorbs or bills the initial PHA for the family's SV assistance, the SV administration of the voucher is in accordance with the receiving PHA's SV policies.
- If the SV family moves under portability to another PHA that does not administer SVs under its own ACC, the receiving PHA may absorb the family into its regular HCV program or may bill the initial PHA.

## Family Briefing

In addition to the applicable family briefing requirements at 24 CFR 982.301(a)(2) as to how portability works and how portability may affect the family's assistance, the initial PHA must inform the family how portability may impact the special SV services and assistance that may be available to the family.

The initial PHA is required to help facilitate the family's portability move to the receiving PHA and inform the family of this requirement in writing, taking reasonable steps to ensure meaningful access for persons with limited English proficiency (LEP).

### SNRHA Policy

In addition to following SNRHA Policy on briefings in Chapter 5, as part of the briefing packet for SV families, the PHA will include a written notice that the PHA will assist the family with moves under portability.

For limited English proficient (LEP) applicants, the PHA will provide interpretation services in accordance with the PHA's LEP plan (See Chapter 2).

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## 19-VI.G. PAYMENT STANDARDS

### Overview

For the SV program, HUD has waived the regulation requiring a single payment standard for each unit size. Instead, the PHA may, but is not required to, establish separate higher payment standards for SVs. Lower SV payment standards are not permitted. If the PHA is increasing the regular HCV payment standard, the PHA must also increase the SV payment standard if it would be otherwise lower than the new regular HCV payment standard. The separate SV payment standard must comply with all other HCV requirements with the exception of the alternative requirements discussed below.

Further, if the PHA chooses to establish higher payments standards for SVs, HUD has provided other regulatory waivers:

- Defining the “basic range” for payment standards as between 90 and 120 percent of the published Fair Market Rent (FMR) for the unit size (rather than 90 to 110 percent).
- Allowing a PHA that is not in a designated Small Area FMR (SAFMR) area or has not opted to voluntarily implement SAFMRs to establish exception payment standards for a ZIP code area above the basic range for the metropolitan FMR based on the HUD-published SAFMRs. The PHA may establish an exception payment standard up to 120 percent (as opposed to 110 percent) of the HUD published Small Area FMR for that ZIP code area. The exception payment standard must apply to the entire ZIP code area.

#### SNRHA Policy

The PHA will not establish a higher payment standard amount for SVs. The PHA will use the same payment standards for HCV and SV.

All rent reasonableness requirements apply to SV units, regardless of whether the PHA has established an alternative or exception SV payment standard.

### Increases in Payment Standards

The requirement that the PHA apply increased payment standards at the family’s first regular recertification on or after the effective date of the increase does not apply to SV. The PHA may, but is not required to, establish an alternative policy on when to apply the increased payment standard, provided the increased payment standard is used to calculate the HAP no later than the effective date of the family’s first regular reexamination following the change.

#### SNRHA Policy

The PHA will not establish an alternative policy for increases in the payment standard. SNRHA Policy in Section 11-III.B. governing increases in payment standards will apply to SVs.

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**19-VI.H. PROJECT-BASED UNITS**

All tenant-based SV awards can be converted to Project-Based Vouchers (PBV) at any time after award without HUD approval provided all the established PBV regulations and requirements are followed.

All PBV requirements in 24 CFR Part 983 and in Chapter 17 apply to project-based SVs with the exception of 24 CFR 983.251(c)(1), which requires PHAs to select families for project-based units from its HCV or PBV waiting list. HUD is waiving this requirement and establishing an alternative requirement that PHAs receive SV referrals from CoC partners for vouchers as well as project-based assistance.

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**EXHIBIT 19-1: SAMPLE STABILITY VOUCHER (SV)**  
**HOMELESS PROVIDER'S CERTIFICATION**

**Stability Voucher (SV)**  
**HOMELESS CERTIFICATION**

SV Applicant Name: \_\_\_\_\_

- Household without dependent children (complete one form for each adult in the household)
- Household with dependent children (complete one form for household)

Number of persons in the household: \_\_\_\_\_

**This is to certify that the above named individual or household meets the following criteria based on the check mark, other indicated information, and signature indicating their current living situation**

**Check only one box and complete only that section**

**Living Situation: place not meant for human habitation (e.g., cars, parks, abandoned buildings, streets/sidewalks)**

- The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a public or private place not designed for, or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus station, airport, or campground.

Description of current living situation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Homeless Street Outreach Program Name: \_\_\_\_\_

This certifying agency must be recognized by the local Continuum of Care (CoC) as an agency that has a program designed to serve persons living on the street or other places not meant for human habitation. Examples may be street outreach workers, day shelters, soup kitchens, Health Care for the Homeless sites, etc.

Authorized Agency Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**Living Situation: Emergency Shelter**

The person(s) named above is/are currently living in (or, if currently in hospital or other institution, was living in immediately prior to hospital/institution admission) a supervised publicly or privately operated shelter as follows:

Emergency Shelter Program Name: \_\_\_\_\_

*This emergency shelter must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to the U.S. Department of Housing and Urban Development (HUD) or otherwise be recognized by the CoC as part of the CoC inventory (e.g., newly established Emergency Shelter).*

Authorized Agency Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Living Situation: Recently Homeless**

The person(s) named above is/are currently receiving financial and supportive services for persons who are homeless. Loss of such assistance would result in a return to homelessness (e.g., households in rapid rehousing programs, residents of permanent supportive housing programs participating in Moving On, etc.)

Authorized Agency Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*This referring agency must appear on the CoC's Housing Inventory Chart submitted as part of the most recent CoC Homeless Assistance application to HUD or otherwise be recognized by the CoC as part of the CoC inventory.*

Immediately prior to entering the household's current living situation, the person(s) named above was/were residing in:

Emergency shelter OR  A place unfit for human habitation

Authorized Agency Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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**EXHIBIT 19-2: SAMPLE VICTIM SERVICE PROVIDER'S CERTIFICATION**

**Stability Voucher (SV)**

**SAMPLE CERTIFICATION FOR SURVIVORS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, AND/OR HUMAN TRAFFICKING**

**Use of this Optional Form:**

Service providers may utilize this form to certify a family's eligibility for SV to document households who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, and/or human trafficking. In response to this request, the service provider may complete this form and submit it to the Public Housing Agency (PHA) to certify eligibility for the U.S. Department of Housing and Urban Development's (HUD) Stability Voucher program.

**Confidentiality:**

All information provided during the referral process concerning the incident(s) of domestic violence, dating violence, dating violence, sexual assault, stalking, and human trafficking shall be kept confidential and such details shall not be entered into any shared database. Employees of the PHA will not have access to these details, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED ON BEHALF OF SURVIVORS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, STALKING, AND/OR HUMAN TRAFFICKING**

SV Applicant Name: \_\_\_\_\_

The applicant named above is a survivor of (please check from the list all that apply):

- Domestic Violence
- Dating Violence
- Sexual Assault
- Stalking
- Human Trafficking

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This certifies that the above named individual or household meets the definition for persons who are fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking and/or human trafficking as these terms are defined under 34 U.S.C. Section 12291 of the Violence Against Women Act<sup>1</sup> and 22 U.S.C. Section 7102(11) of the Trafficking Victims Protection Act.<sup>2</sup>

I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Authorized Agency Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

<sup>1</sup> The Violence Against Women Act protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> The Victims of Trafficking and Violence Protection Act of 2000 provides assistance to victims of trafficking making housing, educational health care, job training and other federally-funded social service programs available to assist victims in rebuilding their lives.

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**EXHIBIT 19-3: SAMPLE SV MEMORANDUM OF UNDERSTANDING<sup>3</sup>**

Commented [CJ8]: Does SNRHA have MOU in place?

[\*\* This sample document demonstrates the Memorandum of Understanding requirements for the administration of Stability Vouchers. Unless otherwise noted, all elements are required. \*\*]

**Memorandum of Understanding – Stability Vouchers**

This Memorandum of Understanding (MOU) has been created and entered on **[Insert execution date]** by **[insert PHA name and address]** and **[insert CoC/VSP name and address]**.

**I. Introduction and Goals**

The **[insert PHA name]** and **[insert CoC/VSP name]** through the Stability Voucher (SV) Program seek to prevent and end homelessness among individuals and families who are experiencing or at-risk of homelessness, those fleeing or attempting to flee domestic violence dating violence, sexual assault, stalking, and human trafficking, and veterans and families that include a veteran family member that meets one of the proceeding criteria.

The Consolidated Appropriations Act, 2021 (Public Law 116-260) (2021 Act), makes available \$43,343,000 for new incremental voucher assistance under Section 8(o) of the United States Housing Act of 1937 for use by individuals and families experiencing or at-risk of homelessness; those fleeing or attempting to flee domestic violence, dating violence, sexual assault, and stalking; and veterans and families that include a veteran family member that meets one of the proceeding criteria.

The Further Consolidated Appropriations Act, 2022 (Public Law 117-103 (2022 Act) further provides that HUD may waive certain statutory and regulatory provisions to administer the SVs (except for requirements related to tenant rights and protections, rent setting, fair housing, nondiscrimination, labor standards and the environment) upon a finding that any such waivers or alternative requirements are necessary to facilitate the use of funds made available for SVs.

This Memorandum of Understanding (MOU) outlines the collaboration and commitment between **[insert PHA name]** and **[insert CoC/VSP name]** to pair Stability Vouchers with CoC-funded supportive services; and to collaborate with the CoC/VSP and other stakeholders to develop a prioritization plan for these vouchers.

**Lead Agency Liaisons:**

Name and title of PHA staff position:

Name and title CoC and/or VSP staff position:

<sup>3</sup> If SNRHA Policy in Section 19-VI.B. of this administrative plan states that a copy of the MOU will be attached at the end of this chapter as Exhibit 19-3, you may either fill in the language shown here or replace the text with the PHA's own MOU, then delete the word *sample*. If the PHA does not wish to attach its own MOU to the chapter, this statement should be removed from the policy in Section 19-VI.B.

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## II. Individuals and Families Eligibility under the Qualifying Categories

In order to be eligible for an SV, an individual or family must meet one of four eligibility categories:

- Homeless
- At risk of homelessness
- Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Veterans

## III. SV Roles and Responsibilities

A. PHA Roles and Responsibilities [\*\*The following responsibilities are listed for example purposes. \*\*]

1. Coordinate and consult with the CoC in developing the services and assistance to be offered under the SV services fee.
2. Accept direct referrals for eligible individuals and families through the CoC Coordinated Entry System.
3. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner.
4. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner.
5. Designate a staff to serve as the lead SV liaison.
6. Comply with the provisions of this MOU.

B. CoC Roles and Responsibilities [\*\*The following responsibilities are listed for example purposes. \*\*]

1. Designate and maintain a lead SV liaison to communicate with the PHA.
2. Refer eligible individuals and families to PHA using the community's coordinated entry system.
3. Support eligible individuals and households in completing and applying for supportive documentation to accompany admissions application to the PHA (i.e., self-certifications, birth certificate, social security card, etc.).
4. Attend SV participant briefings when needed.

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- 5. Assess all households referred for SV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.
- 6. Identify and provide supportive services to SV families. (While SV participants are not required to participate in services, the CoC should assure that services are available and accessible.)
- 7. Comply with the provisions of this MOU.

**IV. CoC-funded supportive services that will be paired with SVs**

CoCs are encouraged to outline any existing partnerships with health and behavioral health care providers and agencies, state Medicaid agencies and agencies and organizations that may be leveraged to provide ongoing tenancy and wrap-around supportive services for those that may benefit from such services to maintain housing stability. All services provided by the CoC must be outlined in the MOU with the CoC and should demonstrate the community’s strategy to coordinate assistance through available resources. HUD recommends that PHAs and partnering CoCs seek a diverse range of supportive services by partnering with organizations trusted by people experiencing homelessness.

**V. PHA Adopted Waivers and Alternative Requirements**

Notice PIH 2022-24 provides [insert PHA name] with authority to adopt certain statutory and regulatory requirements and alternative requirements for Stability Vouchers. [insert PHA name] and [insert CoC/VSP name] have agreed to adopt the following waivers and alternative requirements:

*[List all waivers and alternative requirements discussed, agreed upon by the PHA and CoC for the administration of SVs]*

**VI. PHA Permissive Prohibition Policies agreed upon by the PHA and CoC**

[Insert PHA name] in consultation with [insert CoC/VSP name] have agreed to adopt the following permissive prohibitions for the Stability Voucher program:

*[List any permissive prohibition policies agreed upon by the PHA and CoC]*

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**VII. Program Evaluation**

[Insert PHA name] and [insert CoC /VSP] agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation protocols established by HUD or HUD-approved contractor.

Signed By:

\_\_\_\_\_

Public Housing Agency Executive Director

\_\_\_\_\_

Date

\_\_\_\_\_

CoC/VSP Executive Director

\_\_\_\_\_

Date

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## Chapter 20

### FAMILY SELF SUFFICIENCY

### ACTION PLAN

~~Approved by the SNRHA Board of Commissioners  
Approved October 20, 2022~~

Revised March 29, 2024

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**

Supportive Services Department  
~~5390 E. Flamingo Road · Las Vegas, NV 89122~~  
340 N. 11<sup>th</sup> St, Las Vegas, Nevada 89101  
[www.snrha.org](http://www.snrha.org)

**FAMILY SELF-SUFFICIENCY PROGRAM ACTION PLAN**

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## **PURPOSE:**

The purpose of the U.S. Department of Housing and Urban Development's (HUD) Family Self Sufficiency Program (FSS) is to promote the development of local strategies to coordinate the use of housing assistance with public and private resources to enable eligible families to achieve economic independence and self-sufficiency. The Southern Nevada Regional Housing Authority's (SNRHA) FSS Program is designed to promote employment opportunities and increase asset building among families living in assisted housing. The three main features of the FSS Program are: (1) case management; (2) delivery of services; (3) the creation of an escrow account.

SNRHA runs a combined Public Housing (PH), HCV and Project Based Rental Assistance Demonstration (RAD) vouchers, FSS program and there is one Action Plan governing all. SNRHA does not wish to operate a joint FSS program with other PHAs.

## **BENEFITS OF OPERATING A VOLUNTARY FSS PROGRAM:**

An aggressive and innovative FSS program will yield numerous, positive benefits such as increases in:

- Earned income which directly results in a reduction of rental subsidy
- Resident self-sufficiency through knowledge of community resources
- Families' earning capacity which will strengthen the community

## **GOALS AND OBJECTIVES:**

SNRHA's FSS program goals are to work with local partners to develop a comprehensive program to reduce barriers that prevent self-sufficiency and empower participants to obtain employment that pays a living wage and be free from TANF (excluding Non-Needy Relative Caregiver {child only}) assistance.

Participating families receive individualized case management which includes:

- One-on-one counseling with SNRHA FSS Coordinators to emphasize the importance of education and training to increase earning potential
- Financial literacy education
- Career and personal case management
- Strategies that encourage employment, entrepreneurship, and homeownership
- Referrals to community support services and resources
- Incentives and recognition for achievements
- Participants are ~~encouraged~~ **required** to attend a number of self-help workshops and seminars **that align with their goals as stated in the Individual Training and Service Plan (ITSP)**
- HUD certified housing counseling

## **PROGRAM MEASUREMENTS:**

The FSS Program will measure the successes of families who participate in the program by tracking:

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

- Increase in number of employed individuals.
- Increases in earned income
- Increases in education level
- Decrease in government assistance
- Debt reduction
- Increase in saving

**PROGRAM SIZE:**

SNRHA will operate a ~~minimum~~ program size of 450 ~~42 of these slots are mandatory.~~ 540. The remaining slots are voluntary. ~~As graduating participants reduce the number of mandatory slots, they will be replaced with a voluntary slot.~~

**ESTIMATE OF POTENTIAL PARTICIPATING FAMILIES:**

The FSS Program is open to all adults living in a SNRHA HUD assisted unit ages 18 and over, without regards to race, color, religion, sexual orientation, age, disability, familial status or national origin.

SNRHA owns 2149 Public Housing units, has 785 Rental Assistance Demonstration (RAD) units and administers 12,586 Housing Choice Vouchers which together provide housing assistance to over 35,500 residents.

| <b>Ages of Head of Household</b>                            | <b>Percent</b> |
|---|----------------|
| –Head of Household is age 24 years or younger               | 0.7%           |
| –Head of Household is age 25 to 50                          | 48.2%          |
| –Head of Household is age 51 to 61                          | 19.3%          |
| –Head of Household is age 62 or greater                     | 31.8%          |
| <b>Ages of Other Adults in Household</b>                    |                |
| –Age 24 years or younger                                    | 36.6%          |
| –Age 25 to 50   | 36.4%          |
| –Age 51 to 61   | 12.2%          |
| –Age 62 or greater  | 14.8%          |
| <b>Presence and Ages of Children</b>                        | <b>Percent</b> |
| –Households that only include adults over age 18            | 37.6%          |
| –Households that include one or more child age 13-17        | 23.1%          |
| –Households that include children who are all 12 or younger | 39.3%          |
| <b>Employment Status of Head of Household</b>               | <b>Percent</b> |
| –Families with an employed head                             | 26.2%          |
| –Families whose head is unemployed                          | 73.8%          |
| <b>Employment Status of All family members</b>              |                |
| –Families with any member that is employed                  | 88.8%          |
| –Families with no employed member                           | 11.2%          |
| <b>Annual Earned Income of Population to be Served</b>      | <b>Percent</b> |
| Annual household earnings <\$5,000 per year                 | 19.3%          |

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

|   |                     |                 |
|---|---------------------|-----------------|
| Annual household earnings between \$5,000 and \$9,999                           | 12.8%               |                 |
| Annual household earnings between \$10,000 and \$14,999                         | 31.4%               |                 |
| Annual household earnings between \$15,000 and \$19,999                         | 11%                 |                 |
| Annual household earnings between \$20,000 and \$24,999                         | 8%                  |                 |
| Annual household earnings between \$25,000 and \$29,999                         | 5.1%                |                 |
| Annual household earnings between \$30,000 and \$34,999                         | 4.1%                |                 |
| Annual household earnings of \$35,000 or higher                                 | 8.3%                |                 |
| <b>Elderly/Disability Status of Head of Household</b>                           | <b>Percent</b>      |                 |
| --Head of Household is an elderly person without disabilities                   | 19.3%               |                 |
| --Head of Household is an elderly person with disabilities                      | 12.8%               |                 |
| --Head of Household is a non-elderly person without disabilities                | 31.4%               |                 |
| --Head of Household is neither an elderly person nor a person with disabilities | 11%                 |                 |
| <b>Elderly/Disability Status of All Household members</b>                       | <b>Percent</b>      |                 |
| --Household includes an elderly person without disabilities                     | 12.0%               |                 |
| --Household includes an elderly person with disabilities                        | 21.6%               |                 |
| --Household includes a non-elderly person with disabilities                     | 29%                 |                 |
| --Household includes no elderly persons or persons with disabilities            | 37.4%               |                 |
| <b>Race and Ethnicity of Population to be Served (required)</b>                 | <b>Non-Hispanic</b> | <b>Hispanic</b> |
| White <u>29.1%</u>  | 17.9%               | 11.2%           |
| Black or African American <u>66.2%</u>  | 64.4%               | 1.6%            |
| American Indian or Alaska Native <u>0.9%</u>                                    | 0.8%                | 0.1%            |
| Asian <u>2.7%</u>   | 2.4%                | 0.30%           |
| Native Hawaiian or other <u>1.3%</u>  | 1.0%                | 0.3%            |
| Other Race  | <u>0%</u>           | <u>0%</u>       |

|  |                |
|--|----------------|
| <b>Ages of Head of Household</b>                             | <b>Percent</b> |
| --Head of Household is age 24 years or younger               | 0.77%          |
| --Head of Household is age 25 to 50                          | 41.00%         |
| --Head of Household is age 51 to 61                          | 18.51%         |
| --Head of Household is age 62 or greater                     | 28.75%         |
| <b>Ages of Other Adults in Household</b>                     |                |
| -- Age 24 years or younger                                   | 45.97%         |
| -- Age 25 to 50  | 21.38%         |
| -- Age 51 to 61  | 8.42%          |
| -- Age 62 or greater   | 12.82%         |
| <b>Presence and Ages of Children</b>                         | <b>Percent</b> |
| --Households that only include adults over age 18            | 89.02%         |
| --Households that include one or more child age 13-17        | 23.28%         |
| --Households that include children who are all 12 or younger | 28.04%         |



SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

| <b>Employment Status of Head of Household</b>                                   | <b>Percent</b>      |                 |
|---|---------------------|-----------------|
| --Families with an employed head  | 24.63%              |                 |
| --Families whose head is unemployed   | 64.38%              |                 |
| <b>Employment Status of All family members</b>                                  |                     |                 |
| --Families with any member that is employed                                     | 36.59%              |                 |
| --Families with no employed member  | 52.43%              |                 |
| <b>Annual Earned Income of Population to be Served</b>                          | <b>Percent</b>      |                 |
| Annual household earnings <\$5,000 per year                                     | 16.03%              |                 |
| Annual household earnings between \$5,000 and \$9,999                           | 5.65%               |                 |
| Annual household earnings between \$10,000 and \$14,999                         | 28.88%              |                 |
| Annual household earnings between \$15,000 and \$19,999                         | 11.21%              |                 |
| Annual household earnings between \$20,000 and \$24,999                         | 7.33%               |                 |
| Annual household earnings between \$25,000 and \$29,999                         | 5.10%               |                 |
| Annual household earnings between \$30,000 and \$34,999                         | 4.05%               |                 |
| Annual household earnings of \$35,000 or higher                                 | 10.77%              |                 |
| <b>Elderly/Disability Status of Head of Household</b>                           | <b>Percent</b>      |                 |
| --Head of Household is an elderly person without disabilities                   | 8.08%               |                 |
| --Head of Household is an elderly person with disabilities                      | 20.66%              |                 |
| --Head of Household is a non-elderly person without disabilities                | 42.06%              |                 |
| --Head of Household is neither an elderly person nor a person with disabilities | 42.06%              |                 |
| <b>Elderly/Disability Status of All Household members</b>                       | <b>Percent</b>      |                 |
| --Household includes an elderly person without disabilities                     | 9.18%               |                 |
| --Household includes an elderly person with disabilities                        | 21.39%              |                 |
| --Household includes a non-elderly person with disabilities                     | 24.49%              |                 |
| --Household includes no elderly persons or persons with disabilities            | 24.49%              |                 |
| <b>Race and Ethnicity of Population to be Served (required)</b>                 | <b>Non-Hispanic</b> | <b>Hispanic</b> |
| White <u>18.57%</u>   | 10.49%              | 8.08%           |
| Black or African-American <u>73.58%</u>   | 71.35%              | 2.23%           |
| American Indian or Alaska Native <u>0.58%</u>                                   | .40%                | 0.18%           |
| Asian <u>0.85%</u>  | .77%                | 0.08%           |
| Native Hawaiian or other <u>1.24%</u>   | .99%                | 0.25%           |
| Other Race <u>3.58%</u>   | 2.76%               | <u>0.82%</u>    |

Of these numbers, the estimate of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated Federal, State, local, and private resource is a minimum of 540.

Families who have successfully participated in SNRHA's Resident Opportunities and Self-Sufficiency (ROSS) program will be given preference and receive streamlined enrollment into

the FSS program. This is estimated to be 10 participants per year.

Families who have previously successfully completed the FSS program will be given preference and receive streamlined enrollment into the FSS program. **This includes being invited to participate in the next FSS Orientation without being paced on the FSS Interest List.** This is estimated to be 10 participants per year.

**PROGRAM COORDINATING COMMITTEE (PCC):**

The purpose of the SNRHA PCC is to obtain and provide resources to address the challenges of the families enrolled in SNRHA FSS and Resident Opportunity and Self-Sufficiency (ROSS) programs. SNRHA will have letters of agreement or will enter into Memorandums of Understanding (MOU) with community partners to provide services/resources to our participants.

PCC membership is composed of a cross section of service providers, sponsors of skills-based training, community partners, employers, FSS program participants and SNRHA staff. In alliance with HUD’s requirement, SNRHA’s PCC membership shall include the following:

- A (PH) FSS participant and a (HCV) FSS participant.
- SNRHA FSS and ROSS Coordinators

SNRHA’s PCC may also include representatives from:

- local agencies which administer employment and training programs, ~~such as, Workforce Innovation and Opportunity Act (WIOA), or grant based programs.~~
- employers
- private employment agencies
- financial institutions
- local post-secondary educational institutions
- local welfare agency
- child care providers
- the non-profit sector
- ~~Workforce Innovation and Opportunity Act (WIOA) program providers~~

**METHOD FOR IDENTIFICATION OF SUPPORTIVE SERVICE NEEDS:**

The FSS Coordinator will provide ongoing ~~coordination~~ case management and encouragement to the FSS family. A critical factor in the provision of case management services is regular communication between the Coordinators and their assigned families. All newly enrolled participants are scheduled to meet with their Coordinator monthly, for the first three (3) months and quarterly thereafter. Assessment of the participant’s needs and their ongoing progress continues throughout the length of the FSS Contract of Participation.(COP). Employment and career development plans are made based on the assessment **and the participants input.**

**SUPPORTIVE SERVICES NEEDS:**

The following represents some of the most needed supportive services for program participants as determined from initial assessments or through self-disclosure by participants:

The following represents some of the most needed supportive services for program participants:

- Education
  - High School Equivalency Test (HiSET) preparation
  - Post-secondary education preparation
  - English as a second language (ESL)
  - Computer skills training
- Life Skills
  - Domestic Violence awareness and prevention
  - Home management
  - Self-enrichment
  - Child care
  - Parenting and child development
  - Transportation
  - Work – Life balance
  - Time management
- Financial Literacy
  - Credit counseling
  - Budgeting
  - Asset building
  - Debt management
  - ~~Homeownership readiness~~ Homebuyer education
  - Banking
- Employment
  - Skills assessment
  - Vocational training
  - Resume building
  - Effective job search
  - Interview skills and techniques
  - Job placement and retention
- Health
  - Affordable health care
  - Social services
  - Addiction prevention ~~treatment~~
  - Mental health/Wellness care
  - Vision and dental
  - ~~Wellness~~

**CERTIFICATION OF COORDINATION:**

The development and retention of viable, extensive partnerships with the public and private sector are paramount to the success of the FSS Program. SNRHA will coordinate and partner with entities such as the Department of Welfare and Supportive Services (DWSS), WIOA funded partners, and various educational and training institutions.

Our partnerships include but are not limited to:

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

| Organization   | Services Provided                                       |
|--|---|
| Acelero - Head Start                                       | Early childhood education                               |
| Better Health Group Network                                | Offers community health services                        |
| Boys and Girls Club of Southern Nevada                     | After school programs for kids                          |
| Catholic Charities   | Food Programs/Financial Assistance                      |
| Chicanos Por La Causa                                      | Community and Workforce Resources                       |
| Children's Cabinet   | Keep children safe/families together/ free help         |
| Clark County Library                                       | Library system throughout Clark County                  |
| Clark County School District                               | Public and charter schools throughout Clark County      |
| College of Southern Nevada (CSN)                           | Degree Programs/See Academic                            |
| Communities in Schools of Southern Nevada                  | Student support to stay in school                       |
| CSN Career & Technical Assistance Programs                 | Degree programs/see curriculum                          |
| Culinary Academy of Las Vegas                              | Various culinary trainings                              |
| Cultural Diversity Foundation/Affordable Computer Training | Computer Skills Training                                |
| Dress for Success  | Business attire and classes for interviewing/employment |
| EmployNV   | Assistance for job seekers, training, placement         |
| Foundation for an Independent Tomorrow                     | Job training, coaching, support for job seekers         |
| Goodwill of Southern Nevada                                | Funding for various training, placement                 |
| HARBOR/Department of Juvenile Justice                      | Prevent youth from entering the juvenile justice system |
| Health Plan of Nevada                                      | Med. Ins. For the uninsured                             |
| Heavenly Smiles Mobile Dental                              | Mobile Dental Van                                       |
| HELP of Southern Nevada                                    | Workforce job assistance                                |
| HOPE Christian Health Centers                              | Community Health Centers                                |
| Immunize Nevada  | Hope to eradicate vaccine preventable diseases          |
| Insight Health Services                                    | Offers health care services to the community            |
| Job Corps  | Job training, housing for teens                         |
| Las Vegas Urban League-Early Childhood Connection          | Child Care Assistance                                   |

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

|  |   |
|--|---|
| Legal Aid Center of Southern Nevada            | Free legal services to community  |
| Milan Institute                                | Cosmetology/other training  |
| Nevada Legal Services Inc.                     | Free legal services to community  |
| Nevada Partners                                | Community services to include job assistance, home                                    |
| Nevada Women In Trades                         | Careers in high skills, skilled blue-collar trade occupations for women               |
| Nevada Youth Network                           | Foster growth and independence of young people  |
| New Horizon                                    | Computer training center  |
| Northwest Career College                       | Career College  |
| Obodo Collective                               | Identify unserved communities collaborate w/partners and provide wrap-around services |
| On Our Own – SSA Ticket to Work Program        | SSI/SSDI free employment sves., continue rec'g funds                                  |
| One Stop Career Center                         | Assistance for job seekers, training, placement                                       |
| Opportunity Alliance Nevada                    | financial literacy classes and financial coaching                                     |
| Parenting Project/Clark County Family Services | Teaches parenting classes/0-18  |
| Roseman University                             | Upper-level degree programs   |
| Safe House                                     | Provides shelter and supportive services to women involved in domestic violence       |
| Safe Nest                                      | Empower, protect victims of domestic violence   |
| Signs of Hope                                  | Sexual Violence Victims Services  |
| Southern Nevada Health District                | Vital records, permits, work cards, immunization clinics                              |
| Sunrise Children's Foundation                  | Head start, WIC, home parenting instruction   |
| The Just One Project                           | No cost community market with wraparound services                                     |
| Three Square Food Bank                         | Community food bank   |
| Touro University Nevada                        | Higher level education; medical   |
| TRIO Adult Education Services                  | GED/HSD   |
| Vegas PBS                                      | Public affairs programming, funds for training  |

## INCENTIVES TO ENCOURAGE PARTICIPATION:

SNRHA offers many incentives to encourage FSS Program participation, including the following services:

- Individual case management
- Links to community resources
- Escrow account credits
- Homeownership opportunities
- Access to HUD certified housing counseling
- The opportunity to participate in family centered special events
- ~~Monetary incentives for achieving Nevada HiSet and employment retention~~ Access to forfeited escrow funds for goal related expenses on a case by case basis

## FAMILY SELECTION PROCEDURES:

In accordance with applicable federal regulations, families are selected without regard to race, color, religion, sex, handicap, familial status, or national origin. SNRHA observes all federal regulations related to FSS participation for all applicants. Families will be invited to program orientations based on the date SNRHA received their interest form.

The FSS application process is as follows:

- The resident/client must submit an FSS interest form
- FSS Coordinators will verify the eligibility status of the resident by verifying they are a current SNRHA participant, and from an eligible SNRHA program.
- 
- Eligible residents/clients will be invited to an orientation session based on the date SNRHA received their interest form,
- If the resident/client decides to attend orientation, a Pre-Assessment Form must be completed. The Pre-Assessment Form is a tool that will be used to establish a base level of need. It will be used for case management purposes only, to determine the participant's level of education, job skills, prior work experience, career interests and program readiness. It will not be used to screen-out any participant.
- During the orientation session, detailed program information will be shared to assist the resident/client in making the decision to participate
- If the resident/client decides not to participate, the family will be removed from the Interest List
- If the resident/client decides to participate, the family will be assigned an FSS Coordinator.

Completing the Pre-Assessment Form and attending FSS orientation are SNRHA's motivational screenings.

The program participant must be a current SNRHA resident/participant, 18 years or older. There can only be one FSS CoP per family. The Coordinator will work with the family to determine the FSS Head of Household. If the FSS HOH is different than the one identified in the ~~assistance file,~~ the assistance file HOH will sign a form stating they understand that the FSS HOH will receive ~~any applicable escrow~~ SNRHA housing file, the SNRHA HOH will sign a form stating they understand the **FSS HOH will receive any applicable escrow if all program requirements are met**

for the the escrow to be disbursed.

## PROGRAM OUTREACH

FSS Coordinators will use multiple methods to inform and recruit eligible program participants. Promotional materials are distributed to existing residents and to applicants who are near completion in the lease-up process. These materials include flyers, brochures, and interest forms. These materials highlight program information and benefits.

Several other outreach methods will be used to encourage FSS Program participation:

- The FSS informational brochures and interest forms will be available on the SNRHA website, in SNRHA lobbies, administrative offices, management offices and/or distributed upon request
- The FSS department may mail **or email** brochures to any and/or all eligible households
- FSS presentations may be conducted during any resident informational sessions
- FSS orientation sessions will be held as needed based on program enrollment and staffing levels

## CONTRACT OF PARTICIPATION:

The Contract of Participation (CoP) will be discussed in detail with eligible family members, prior to being signed by the FSS Designated HOH. There will only be one FSS CoP per household. Other household members, 18 or older, may participate in the FSS Program at any time. These household members will be required to work one-on-one with the FSS Coordinator to develop and sign their own Individual Training and Service Plan (ITSP).

The enrollment process is complete once the FSS HOH and the FSS Coordinator sign the CoP.

The CoP must include:

- The rights and responsibilities of SNRHA and the participant.
- The term of the contract
- ~~Baseline information—annual income, earned income and Total Tenant Payment~~ **Starting Figures- Most current annual and earned income, and Total Tenant Payment (TTP) or flat rent for PH residents.**
- ITSP which includes:
  - Final goals which must include:
    - ~~maintain suitable (as agreed upon between the PHA and participant) employment~~ **Secure and maintain suitable employment (as agreed upon between the FSS Coordinator and participant)**
    - ~~all family members are TANF free (excluding child only), the month of successful completion of the FSS program~~ **All family members are free of TANF cash assistance (excluding Non-Needy Relative Caregiver-child only)**
    - ~~at least one individual goal established by the participant and FSS Coordinator~~ **Additional goals established by the participant**

○

The

~~services to be provided to and the activities to be completed by the participant~~—The

services to which the participant will be referred to, and the activities to be completed by the participant in order to accomplish their established goals.

- Interim goals
- The obligation of the family to comply with lease terms
- Consequences of non-compliance with the FSS CoP
- Information on escrow account management

~~During the term of the CoP, changes may be made to the final goals within the first four years of the original contract date, unless there is an approved reasonable accommodation to change goals after that date.~~

~~Changes to ITSP—The FSS Coordinator will assist the client with changes.~~

During the term of the CoP changes may be made to the ITSP within the first four years of the original contract date unless there is approval from the Director of Supportive Services (DSS).

- Changes to ITSP- The FSS Coordinator will assist the client with determining what changes to make to the client’s established goals. Mandatory HUD goals cannot be changed. Ch

## ESCROW ACCOUNT MANAGEMENT

Escrow accounts are to be maintained for each family who has earned escrow credits. The escrow calculation allocates monthly savings amounts for each family, based on increases in their rent due to increases in their earned income.

The annual or interim recertification exam determines when and how much change there will be to the participant’s portion of the rent, which may result in changes to the escrow accruals.

FSS escrow funds are combined and placed in HUD-approved investment instruments. The interest paid on the actual investment will be credited to the individual FSS escrow accounts monthly. The participant will receive an escrow statement annually. This statement will include the current monthly escrow credit along with the total escrow from beginning to ending balance and total interest accrual.

### Interim Escrow Withdrawals

~~An FSS HOH may be permitted to withdraw escrow funds for tuition and books, professional testing, professional license, homeownership, security deposit to move out of public housing, and major transportation (only to maintain employment) costs. The participant must:~~

- ~~Have exhausted all other resources~~
- ~~Not owe a debt to SNRHA (unless the participant is current with a repayment agreement)~~
- ~~Be in program compliance with both FSS and SNRHA~~
- ~~Submit a written request and documentation of the need to the FSS Coordinator~~
- ~~Have attended one FSS empowerment workshop within the last 6 months~~
- ~~Be actively pursuing FSS goals~~
- ~~Use the escrow funds for purposes of meeting ITSP goals only; otherwise the participant~~



will be terminated from the FSS program

- Provide receipt(s) verifying expenditure(s)

The escrow withdrawal cannot exceed 25% of total escrow balance, except for homeownership expense, which cannot exceed 90% of total escrow balance. In addition, for a disbursement for transportation the participant must contribute at least 10% of the total cost.

### Forfeited Escrow Funds

SNRHA will use forfeited escrow funds to benefit the participating FSS participants. Forfeited escrow funds may be used for the following:

- Everything allowed and set forth under the Interim Escrow Withdrawals policy
- Bus passes and gas cards
- \$150 for participants who obtain a Nevada HiSet or High School Diploma
- \$250 for participants who maintain and properly report new employment continuously at the same job for 6 months earning a minimum of Nevada minimum wage x 20 hours per week. This is limited to one time during FSS program enrollment.
- A maximum of \$300 dollars for child care for new employment. This is limited to one time during FSS program enrollment
- Training for FSS Coordinators

All written requests for interim and forfeited escrow disbursements will be submitted to the Supportive Services Manager after the FSS Coordinator and the Resident Program Coordinator (RPC) have reviewed the request, to determine the adequacy of documentation and the level of need. The SSM has final approval.

There is no appeal process for denial of interim or forfeited escrow disbursement requests

### Disbursements with Program Termination

SNRHA will disburse funds in the escrow account without the participant successfully completing the obligation of the CoP under the following circumstances:

- Services integral to the participant's advancement in the program agreed on by the FSS Coordinator and participant are not available.
- The FSS HOH becomes permanently disabled and unable to work and another FSS HOH is not designated by the participant and FSS Coordinator.
- An FSS family moves outside of SNRHA jurisdiction with good cause under portability and continuation of the CoP after the move or completion of the CoP prior to the move is not possible. Good cause for this purpose must be documented and includes: an offer of employment, the need to care for an ill family member, and participating family health issues.

SNRHA will allow for interim disbursements on a case by case basis. FSS HOH may request an interim disbursement from the escrow account in order to pay for goods or services that will help the family make progress towards or accomplish the goals of the ITSP. Request may be made through the term of the CoP. Examples include but are not limited to school tuition and books, professional testing, professional license, homeownership, security deposit to move from public housing to a voucher-based program, and major transportation (only to maintain employment) costs on a case by case basis. The participant must:

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

- ve exhausted all other resources Ha
- t owe a debt to SNRHA unless the participant is current with a repayment agreement No
- in program compliance with FSS and SNRHA Be
- bmit a written request and documentation of the need to the FSS Coordinator Su
- ve attended one FSS self-empowerment workshop within the last 6 months Ha
- actively working towards goals on ITSP Is
- ing the escrow funds for purposes of meeting ITSP goals only, and understand that failing to do so will result in termination from the FSS program. Us
- ovide receipt(s) that verify expenditure on agreed upon usage if approved. Pr

The requested escrow withdrawal cannot exceed 25% of total escrow balance. However, request for escrow withdrawal for a homeownership expense can be up to, but not exceed, 90% of total escrow balance. In addition, the participant must contribute 10% of the total repair cost for any requested disbursement related to transportation.

Forfeited Escrow Funds

If funds permit, SNRHA will use forfeited escrow funds to benefit the FSS participants. Forfeited escrow funds may be used for the following:

- everything allowed and set forth under the Interim Escrow Withdrawals policy. E
- us passes or gas cards for new employment. This is limited to one time during the FSS program enrollment B
- 150 for participants who obtain a NV HiSET, GED, or High School Diploma \$
- 250 for participants who properly report new employment, and maintain the same job for 6 months earning a minimum of NV minimum wage x 20 hours per week. This is limited to one time during the FSS program enrollment. \$
- maximum of \$300 for child care for new employment. This is limited to one time during the FSS program enrollment. A
- raining for FSS Coordinators. T

Interim and forfeited escrow disbursements will be submitted to the FSS Coordinator in writing and reviewed by the Resident Program Coordinator (RPC) and Director of Supportive Services (DSS), to determine the adequacy of documentation and the level of need. The DSS has final approval.

There is no appeal process for denial of interim or forfeited escrow disbursement requests.

Disbursements with Program Termination

SNRHA will disburse funds in the escrow account without the participant successfully completing the obligation of the CoP under the following circumstances:

- Services integral to the participant’s advancement in the program and accomplishment of their ITSP goals are not available. Service
- FSS HOH becomes permanently disabled and unable to work during the period of the CoP, unless FSS Coordinator and FSS family determine that it is possible to modify the contract to designate a new head of the FSS family. The
- FSS family in good standing moves outside of SNRHA’s jurisdiction with good cause under portability, and continuation of the CoP after the move, or completion of the CoP, prior to the move is not possible. Good cause for this purpose must be documented and includes: an offer of employment, the need to care for an ill family member, or participating family health issues. An

**PROGRAM EXTENSIONS**

Contract extensions may be approved for two years for active FSS participants under the following conditions:

- The participant demonstrates active participation, including attendance at a self-sufficiency empowerment workshop within the previous 6 months.
- FSS Contract goals have not all been met, but can realistically be reached within the extension period
- Circumstances beyond the control of the participant impeded the participants ability to complete the CoP obligations

To request a program extension, the FSS participant must submit a written request to the FSS Coordinator. The written request must include:

- the reason(s) for requesting the extension
- What is needed to complete the goals?
- How will the extension help meet the goals?

To determine if an extension is warranted, the FSS Coordinator will review the request, program compliance and progress with the participant.

~~The FSS Coordinator will submit to the RPC, a written recommendation for review. The RPC will submit same to the SSM for final approval.~~ **The FSS Coordinator will submit to the Resident Program Coordinator (RPC), a written recommendation for review. The RPC will submit same to the DSS for final approval.**

There is no grievance process available when an extension is denied.

**SUCCESSFUL COMPLETION OF THE PROGRAM**

Successful completion of the FSS Program occurs at any time during the CoP, if the following conditions are met: ~~and the participant:~~

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

- Has obtained suitable employment and achieved his/her personal goals stated on the FSS ITSP and
- ~~SNRHA has certified that family members have not received welfare cash assistance during the month of program completion~~
- ~~Has obtained the individual goal as stated on the FSS ITSP~~
- FSS HOH has obtained suitable employment and achieved his/her personal goal(s) stated on the FSS ITSP and
- FSS Coordinator has certified that FSS family members have not received TANF (excluding Non-Needy Relative Caregiver {child only}) during the month of program completion
- Has achieved the individual goal(s) as stated on the ITSP. If multiple ITSP's exist in the household, all individual goals must have been accomplished.

The participant must provide the following written documentation in order to be considered for graduation:

- 30 days of pay stubs.

or

- ~~Income statement showing average earnings of Nevada minimum wage x 20 hrs per week for self-employment for 30 days~~ In  
If self-employed, an income statement showing average earnings of NV minimum wage x 20 hrs. per week.

~~Copy of any vocational or educational certificate for any training set forth as a final goal~~

- C  
Copy of any vocational or educational certificate for any training, and verification of any financial goals having been met as outlined in the ITSP.

- Su  
Successful program graduates are not required to leave subsidized housing.

~~SNRHA will pull a tri-merge report to verify completion of any established credit goal~~

~~Verification or self-certification that no family members received TANF (except child only) during the month of program completion.~~

~~FSS participants may successfully complete the program in less than the five-year CoP term, if they have met all other requirements. Successful program graduates are not required to leave subsidized housing.~~

The full balance of escrow, less any outstanding debt to SNRHA, will be given to the FSS HOH within 30 days after the effective date of program completion.

There are no restrictions on the use of the escrow funds, and the U.S. Internal Revenue Service has ruled that these funds are not subject to federal income tax.

**PROGRAM TERMINATION:**

Voluntary

Participation in the FSS Program is voluntary. Participants may withdraw from the program at any time. This request will be honored without penalty regarding the family’s housing status. Should the HOH withdraw, the FSS escrow funds will be forfeited.

Involuntary

Reasons for involuntary termination from the FSS program include:

- ❖ Adverse loss of housing assistance
- ❖ Failure to fulfill responsibilities under the CoP
- ❖ An act occurs that is inconsistent with the purpose of the FSS program including but not limited to: committing fraud; failure to report changes in household composition and/or income with the timeframes set forth in the Administrative Plan and ACOP, and other reoccurring acts/behaviors as determined by the RPC and ~~SSM~~ **DSS**

The FSS escrow funds will be forfeited.

Mutual Consent

The **FSS** HOH and the FSS Coordinator may mutually agree to terminate participation in the FSS Program. The FSS escrow funds will be forfeited.

**PROGRAM RE-ENROLLMENT**

Participants who have successfully completed the FSS program are eligible to apply for re-enrollment based on the family selection policies and meet the one of the following criteria:

- person who graduated due to the 30% rule **will be given preference and streamlined enrollment, space permitting.** Any
- person who graduated from the program and has maintained 12 consecutive months of employment at the same individual wage **(or higher)** at the time of program graduation and has a new individual goals that ~~is~~ **are** more advanced/progressive than the individual goal under the previous CoP. Any

Any family not successfully completing the program may re-apply to the FSS Program after a minimum of twelve months unless otherwise approved by the ~~SSM~~-DSS

All former participants re-applying are subject to the family selection policies set forth in this Action Plan.

**GRIEVANCE PROCEDURE**

The FSS participant has a right to grieve any negative decision(s), except denial of a contract extension and denial of an interim or forfeited escrow disbursement.

The participant will have ten (10) business days, from the date of the written notification of a negative action to contact the Resident Program Coordinator (RPC) or designee.

Written decision notification from the RPC or designee shall be issued to the participant within ten (10) business days. If the participant does not agree with the decision of the RPC, they may request a review of the decision with the ~~SSM~~ DSS. The participant shall have the opportunity to present written and/or oral objections to the ~~Supportive Services Manager (SSM)~~ Director of Supportive Services.

If the participant does not agree with the decision of the ~~SSM~~ DSS, they may request a hearing with the SNRHA Hearing Officer, according to guidelines established in the Admissions and Occupancy Policy (ACOP) for Public Housing residents or Administrative Plan for Housing Choice Voucher participants.

## **PORTABILITY**

### Port-Ins

Port-ins from other FSS Programs will be welcomed into the SNRHA Family Self-Sufficiency Program, under the following conditions:

- Open slots are available if slots are not available, the family will be placed on the Interest Form List according to the date and time that the request was received.
- The participant is in compliance with the initial housing authority's FSS program
- Final goals can be attained the time remaining on the CoP
- SNRHA receives a valid signed CoP and ITSP from the previous housing authority
- The participant signs an FSS CoP with SNRHA within 120 days of lease up within SNRHA jurisdiction

A new CoP will be executed for the remaining time of the initial contract using the end date, beginning income and family rent figures on the CoP from the previous housing authority.

### Port-Outs

Once a family notifies the FSS Coordinator of the intention to move out of SNRHA's jurisdiction the Coordinator will clearly discuss the FSS family's options for continued participation or termination from the program.

Families who move out of SNRHA's jurisdiction within the first 12 months of FSS enrollment will be terminated from the program and any escrow funds will be forfeited.

Families who move to another jurisdiction that absorbs the voucher and the family enrolls in their FSS program will continue their CoP under the receiving housing authority's administration. All escrow funds will be sent to the receiving housing authority.

Families who move to another jurisdiction that does not offer the FSS program will be terminated and escrow funds will be forfeited unless disbursed under the disbursement with termination policies

set forth in this Action Plan.

SNRHA will not administer an FSS CoP for a family that moves out of SNRHA's jurisdiction.

**ASSURANCE OF NON-INTERFERENCE:**

The decision, by family, to participate or not in the FSS Program, will not affect their right to admission in the Public Housing or Housing Choice Voucher programs, or their right to occupancy in accordance with their lease.

Participation in the FSS Program is voluntary. A family's decision on whether to participate in FSS will have no bearing on the SNRHA's decision of whether to admit the family into the FSS program. The family's housing assistance will not be terminated based on whether they decide to participate in FSS, their successful completion of the CoP, or on their failure to comply with FSS program requirements.

The SNRHA will ensure that the voluntary nature of FSS program participation is clearly stated in all FSS outreach and recruitment efforts.

**CHANGES TO THE ACOP & ADMINISTRATIVE PLAN**

SNRHA recognizes that the implementation of this FSS Action Plan is a dynamic process, which may need to incorporate changes/revisions to current policies and procedures to be an effective working tool for staff.

SNRHA will review HUD FSS regulations and PIH notices as needed, to ensure that the FSS Action Plan is consistent with same. Any necessary changes will be made to SNRHA policy as appropriate.

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**TAB B**

|    | A  | B           | C  | D                            | E   |
|----|--|-------------|--|------------------------------|---|
| 1  | <b>FY2024 ANNUAL PLAN ACOP REVISIONS</b> |             |  |                              |   |
| 2  | <b>CHAPTER</b>                           | <b>PAGE</b> | <b>SECTION</b>                                       | <b>ADD / DELETE / CHANGE</b> | <b>PROPOSED LANGUAGE</b>  |
| 3  | 2  | 1           | QUALIFICATIONS FOR ADMISSION                         | CHANGE                       | <del>Is a family as defined; in HUD Regulations; Heads a household where at least one member of the household is either a citizen or eligible immigrants. Has an annual</del>   |
| 4  | 2  | 2           | FAMILY COMPOSITION                                   | ADD                          | Gender Identity means actual or perceived gender characteristics. Sexual orientation means homosexuality, heterosexuality, or bisexuality.  |
| 5  | 2  | 2           | FAMILY COMPOSITION                                   | ADD                          | Family To be eligible for admission, an applicant must qualify as a family. Family as defined by HUD, includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or a group of persons residing together. Such group includes, but is not limited to, a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, and the remaining member of a tenant family. The PHA has the discretion to determine if any other group of persons qualifies as a family. |
| 6  | 2  | 2           | FAMILY COMPOSITION                                   | ADD                          | PHA Policy<br>A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.<br>Each family must identify the individuals to be included in the family at the time of application and must update this information if the family's composition changes.  |
| 7  | 2  | 3           | FAMILY COMPOSITION                                   | ADD                          | Household Household is a broader term that includes additional people who, with the PHA's permission, live in a public housing unit, such as live-in aides, foster children,  |
| 8  | 2  | 3           | FAMILY BREAKUP AND REMAININ MEMBER OF TENANT FAMILY  | DELETE                       | <del>3-1-C.</del>   |
| 9  | 2  | 3           | FAMILY BREAKUP AND REMAINING MEMBER OF TENANT FAMILY | ADD                          | Family Breakup Except under the following conditions, the PHA has discretion to determine which members of an assisted family continue to receive assistance if the   |
| 10 | 2  | 3           | FAMILY BREAKUP                                       | ADD                          | In the absence of a judicial decision or an agreement among the original family members, the PHA will determine which family will retain their placement on the   |
| 11 | 2  | 3           | Remaining Member of a Tenant Family [24 CFR 5.403]   | ADD                          | The HUD definition of family includes the remaining member of a tenant family, which is a member of a resident family who remains in the unit when other members of the   |

|    | A | B | C  | D      | E   |
|----|---|---|--|--------|---|
| 12 | 2 | 3 | DEFINITION OF FAMILY   | DELETE | The applicant must qualify as a family. A family may be a single person or a group of persons. A group of persons is defined by SNRHA as two or more-   |
| 13 | 2 | 4 | SPLIT FAMILIES - WHILE ON THE WAITING LIST   | DELETE | In the case where an applicant family on the waiting list splits into two (2), or more, otherwise eligible families and the new families claim the public housing application,-   |
| 14 | 2 | 4 | DEPENDENTS AND MINORS  | DELETE | <del>3-I.F</del>  |
| 15 | 2 | 4 | DEPENDANTS AND MINORS [24 CFR 5.603]   | ADD    | A minor is a member of the family, other than the head of family or spouse, who is under 18 years of age. A dependent is a family member who is under 18 years of age   |
| 16 | 2 | 5 | Joint Custody of Dependents  | ADD    | PHA Policy Dependents that are subject to a joint custody arrangement will be considered a member of the family if they live with the applicant or resident   |
| 17 | 2 | 5 | FULL-TIME STUDENT [24 CFR 5.603]   | DELETE | 3-I.G.  |
| 18 | 2 | 5 | FULL-TIME STUDENT [24 CFR 5.603]   | ADD    | A full-time student (FTS) is a person who is attending school or vocational training on a full-time basis. The time commitment or subject load that is  |
| 19 | 2 | 5 | ELDERLY FAMILY [24 CFR 5.100, 5.403, 945.105, and FR Notice 02/03/12]              | DELETE | <del>3-I.H.</del>   |
| 20 | 2 | 5 | ELDERLY FAMILY [24 CFR 5.100, 5.403, 945.105, and FR Notice 02/03/12]              | ADD    | Elderly Persons An elderly person is a person who is at least 62 years of age.  |
| 21 | 2 | 5 | ELDERLY FAMILY [24 CFR 5.100, 5.403, 945.105, and FR Notice 02/03/12]              | ADD    | Near-Elderly Persons A near-elderly person is a person who is 50-61 years of age.   |
| 22 | 2 | 5 | ELDERLY FAMILY [24 CFR 5.100, 5.403, 945.105, and FR Notice 02/03/12]              | ADD    | Elderly Family An elderly family is one in which the head, spouse, cohead, or sole member is an elderly person. Identifying elderly families is important because these   |
| 23 | 2 | 5 | . PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403, FR Notice 02/03/12] | DELETE | <del>3-I.I.</del>   |
| 24 | 2 | 6 | . PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403, FR Notice 02/03/12] | ADD    | Persons with Disabilities Under the public housing program, special rules apply to persons with disabilities and to any family whose head, spouse, or cohead is a person  |
| 25 | 2 | 6 | . PERSONS WITH DISABILITIES AND DISABLED FAMILY [24 CFR 5.403, FR Notice 02/03/12] | ADD    | person with disabilities. Identifying disabled families is important because these families qualify for the disabled family allowance and the medical allowance as described in Chapter 6 and may qualify for a particular type of development as noted in Chapter 4. Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent the PHA from denying admission or taking action under the lease for reasons related to alcohol and drug abuse in accordance with the policies found in Part III of this |
| 26 | 2 | 6 | GUESTS [24 CFR 5.100]  | DELETE | <del>3-I.J.</del>   |
| 27 | 2 | 6 | GUESTS [24 CFR 5.100]  | ADD    | A guest is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so   |
| 28 | 2 | 6 | GUESTS [24 CFR 5.100]  | ADD    | PHA Policy A resident family must notify the PHA when overnight guests will be staying in the unit for more than three days. A guest can remain in the unit no longer   |
| 29 | 2 | 6 | FOSTER CHILDREN AND FOSTER ADULTS [24 CFR 5.603]                                   | DELETE | <del>3-I.K.</del>   |
| 30 | 2 | 6 | FOSTER CHILDREN AND FOSTER ADULTS [24 CFR 5.603]                                   | ADD    | A foster adult is a member of the household who is 18 years of age or older and meets the definition of a foster adult under state law. In general, a foster adult is a person  |

|    | A | B  | C  | D             | E   |
|----|---|----|--|---------------|---|
| 31 | 2 | 6  | <i>FOSTER CHILDREN AND FOSTER ADULTS [24 CFR 5.603]</i>        | <i>ADD</i>    | PHA Policy A foster child or foster adult may be allowed to reside in the unit if their presence would not overcrowd the unit.  |
| 32 | 2 | 6  | <i>ABSENT FAMILY MEMBERS</i>                                   | <i>DELETE</i> | 3-I.L.  |
| 33 | 2 | 6  | <i>ABSENT FAMILY MEMBERS</i>                                   | <i>ADD</i>    | Individuals may be temporarily or permanently absent from the unit for a variety of reasons including educational activities, placement in foster care, employment, and   |
| 34 | 2 | 6  | <i>Definitions of Temporarily and Permanently Absent</i>       | <i>ADD</i>    | PHA Policy Generally, an individual who is or is expected to be absent from the public housing unit for 180 consecutive days or less is considered temporarily absent and   |
| 35 | 2 |    | <i>Absent Students</i>   | <i>ADD</i>    | PHA Policy When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless   |
| 36 | 2 |    | <i>Absences Due to Placement in Foster Care [24 CFR 5.403]</i> | <i>ADD</i>    | Children temporarily absent from the home as a result of placement in foster care are considered members of the family.   |
| 37 | 2 |    | <i>Absences Due to Placement in Foster Care [24 CFR 5.403]</i> | <i>ADD</i>    | PHA Policy If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the  |
| 38 | 2 |    | <i>Absent Head, Spouse, or Cohead</i>                          | <i>ADD</i>    | PHA Policy An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.  |
| 39 | 2 |    | <i>Individuals Confined for Medical Reasons</i>                | <i>ADD</i>    | PHA Policy An individual confined to a nursing home or hospital on a permanent basis is not considered a family member. If there is a question about the status of a family member, the PHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.   |
| 40 | 2 |    | <i>Return of Permanently Absent Family Members</i>             | <i>ADD</i>    | PHA Policy The family must request PHA approval for the return of any adult family members that the PHA has determined to be permanently absent. The individual is subject to the eligibility and screening requirements discussed in this chapter.   |
| 41 | 2 | 10 | <i>MANDATORY SOCIAL SECURITY NUMBERS</i>                       | <i>CHANGE</i> | <del>Status</del> -to status  |
| 42 | 2 | 12 | <i>FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230]</i> | <i>DELETE</i> | <del>3-II.D.</del>  |
| 43 | 2 | 12 | <i>FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230]</i> | <i>ADD</i>    | HUD requires each adult family member, and the head of household, spouse, or cohead, regardless of age, to sign form HUD-9886, Authorization for the Release of Information Privacy Act Notice, the form HUD-52675, Debts Owed to Public Housing Agencies and Terminations, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements. The consent form remains effective until the family is denied assistance, assistance is terminated, or the family provides written notification to revoke consent. |

|    | A | B  | C  | D             | E  |
|----|---|----|--|---------------|--|
| 44 | 2 | 12 | <i>FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230]</i>                             | <i>ADD</i>    | The PHA must deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow the PHA to obtain information that   |
| 45 | 2 | 12 | <i>FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230]</i>                             | <i>ADD</i>    | PHA Policy The PHA has established a policy that the family's revocation of consent to allow the PHA to access records from financial institutions will result in denial of admission.   |
| 46 | 2 |    | <i>EIV SYSTEM SEARCHES [EIV FAQs; EIV System Training 9/30/20; and Notice PIH 2023-27]</i> | <i>DELETE</i> | <del>3-4-E</del>   |
| 47 | 2 |    | <i>Existing Tenant Search</i>  | <i>ADD</i>    | Prior to admission to the program, the PHA must search for all household members using the EIV Existing Tenant Search module. The PHA must review the reports for any SSA matches involving another PHA or a multifamily entity and follow up on any issues identified. The PHA must provide the family with a copy of the Existing Tenant Search results if requested. At no time may any family member receive duplicative assistance. If the tenant is a new admission to the PHA, and a match is identified at a multifamily property, the PHA must report the program admission date to the multifamily property and document the notification in the tenant file. The family must provide documentation of move-out from the assisted unit, as applicable. |
| 48 | 2 |    | <i>Existing Tenant Search</i>  | <i>ADD</i>    | PHA Policy The PHA will contact the other PHA or owner identified in the report to confirm that the family has moved out of the unit and obtain documentation of current tenancy status, including a form HUD-50058 or 50059, as applicable, showing an end of participation. The PHA will only approve assistance contingent upon the move-out from the currently occupied assisted unit.   |
| 49 | 2 |    | <i>Debts Owed to PHAs and Terminations</i>   | <i>ADD</i>    | All adult household members must sign the form HUD-52675, Debts Owed to Public Housing and Terminations. Prior to admission to the program, the PHA must search for each adult family member in the Debts Owed to PHAs and Terminations module. If a current or former tenant disputes the information in the module, the tenant should contact the PHA directly in writing to dispute the information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the program.                            |

|    | A | B  | C   | D             | E   |
|----|---|----|---|---------------|---|
| 50 | 2 |    | <i>Debts Owed to PHAs and Terminations</i>                      | <i>ADD</i>    | PHA Policy The PHA will require each adult household member to sign the form HUD-52675 once at the eligibility determination. Any new members added to the household after admission will be required to sign the form HUD-52675 prior to being added to the household. The PHA will search the Debts Owed to PHAs and Terminations module as part of the eligibility determination for new households and as part of the screening process for any household members added after the household is admitted to the program. If any information on debts or terminations is returned by the search, the PHA will determine if this information warrants a denial in accordance with the policies in Part III of this chapter.  |
| 51 | 2 |    | <i>Income and Income Validation Tool (IVT) Reports</i>          | <i>ADD</i>    | For each new admission, the PHA is required to review the EIV Income and IVT Reports to confirm and validate family reported income within 120 days of the IMS/PIC submission date of the new admission. The PHA must print and maintain copies of the EIV Income and IVT reports in the tenant file and resolve any discrepancies with the family within 60 days of the EIV Income or IVT report dates.  |
| 52 | 2 | 22 | <i>RESTRICTION ON ASSSITANCE BASED ON ASSETS [24 CFR 5.618]</i> | <i>DELETE</i> | <del>3-III.C.-</del>  |
| 53 | 2 | 22 | <i>RESTRICTION ON ASSSITANCE BASED ON ASSETS [24 CFR 5.618]</i> | <i>ADD</i>    | There are two circumstances under which a family is ineligible for the program based on asset ownership. First, assistance may not be provided to any family if the family's net assets exceed \$100,000 (adjusted annually by HUD). Second, the family has real property that is suitable for occupancy by the family as a residence and the family has: A present ownership interest in the real property; A legal right to reside in the real property; and The effective legal authority to sell (based on state or local laws of the jurisdiction where the property is located) the real property. However, the real property restriction does not apply in the following circumstances: Any property for which the family is receiving assistance for a manufactured home under 24 CFR 982.620 or under the HCV Homeownership program; Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property; Any family that is offering the property for sale; or Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking. When a family asks for an exception because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA must comply with all the confidentiality requirements under VAWA. |

|    | A | B   | C   | D      | E   |
|----|---|-----|---|--------|---|
| 54 | 2 | 23  | RESTRICTION ON ASSISTANCE BASED ON ASSETS<br>[24 CFR 5.618]             | ADD    | The PHA must accept a self-certification from the family member, and the restrictions on requesting documentation under VAWA apply. A property is considered suitable for occupancy unless the family. PHA Policy demonstrates that it: Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.); Is not sufficient for the size of the family; PHA Policy: The PHA defines not sufficient for the size of the family as being overcrowded based on the PHA's occupancy standards in Chapter 5. Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner); Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and Safety and the condition of the property cannot be easily remedied); or<br>Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located. |
| 55 | 2 | 24  | Criminal Conduct of an Applicant or Member of the Applicant's Household | CHANGE | <del>three year</del> to three-year   |
| 56 | 2 | 29  | THREE YEAR ADMISSION BAR PERIOD   | CHANGE | <del>three year</del> to three-year   |
| 57 | 2 | 35  | Definitions   | CHANGE | <del>oif</del> to of  |
| 58 | 2 | 38  | Notifications and Other Considerations                                  | CHANGE | <del>if</del> to if   |
| 59 | 5 | 1   | DETERMINING UNIT SIZE   | ADD    | Generally, (ADDED PUNCTUATION)  |
| 60 | 7 | 1   | INTRODUCTION  | ADD    | USED ALL OF CHAPTER 7 HOTMA CHANGES   |
| 61 | 8 | All | VAWA Emergency Transfers  | ADD    | Significant language update for VAWA  |
| 62 | 8 | 2   | GOOD STANDING   | CHANGE | <del>12 month</del> (added hyphen) 12-month   |
| 63 | 8 | 2   | GOOD STANDING   | CHANGE | <del>3-day</del> added hyphen 3-day   |



## Chapter 2

### ELIGIBILITY FOR ADMISSION

[24 CFR 960.201]

#### **INTRODUCTION**

This chapter defines both HUD's and the SNRHA's criteria for admission and denial of admission to the program. The policy of the SNRHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. SNRHA staff will review all information provided by the family carefully and without regard to factors other than those defined in this chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by SNRHA pertaining to their eligibility.

The guidelines in this chapter shall be followed consistently so as not to discriminate against applicants on the basis of race, color, nationality, religion, gender, familial status, marital status, disability, gender identity, sexual orientation, or any other prohibited basis.

#### **A. QUALIFICATION FOR ADMISSION**

It is SNRHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

~~Is a family as defined; in HUD Regulations;~~

~~Heads a household where at least one member of the household is either a citizen or eligible immigrants.~~

~~Has an annual income at the time of admission that does not exceed the low income limits for occupancy established by HUD and posted separately in SNRHA offices;~~

~~*Note: The Quality Housing and Work Responsibility Act of 1998 authorizes PHAs to admit families whose income does not exceed the low income limit (80% of median area income) once the PHA has met the annual 40% targeted income requirement of extremely low income families (families whose income does not exceed 30% of median area income).*~~

~~Provides a social security number, for each member of the household, as described in Chapter 7 of this policy~~

~~Meets or exceeds the tenant selection and suitability criteria as set forth in this policy including the standards for the criminal background check.~~





- The applicant family must:
  - Qualify as a family as defined by HUD and the PHA.
  - Have income at or below HUD-specified income limits.
  - Qualify on the basis of citizenship or the eligible immigrant status of family members.
  - Provide social security number information for household members as required.
  - Consent to the PHA's collection and use of family information as provided for in PHA-provided consent forms.
  - Not currently be receiving a duplicative subsidy.
  - Meet net asset and property ownership restriction requirements.
  - The PHA must determine that the current or past behavior of household members does not include activities that are prohibited by HUD or the PHA.

### **Timing for the Verification of Qualifying Factors**

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

## **B. FAMILY COMPOSITION**

### **Family**

To be eligible for admission, an applicant must qualify as a family. *Family* as defined by HUD, includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or a group of persons residing together. Such group includes, but is not limited to, a family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family), an elderly family, a near-elderly family, a disabled family, a displaced family, and the remaining member of a tenant family. The PHA has the discretion to determine if any other group of persons qualifies as a family.

*Gender Identity* means actual or perceived gender characteristics.

*Sexual orientation* means homosexuality, heterosexuality, or bisexuality.

### **PHA Policy**

A family also includes two or more individuals who are not related by blood, marriage, adoption, or other operation of law, but who either can demonstrate that they have lived together previously or certify that each individual's income and other resources will be available to meet the needs of the family.



Each family must identify the individuals to be included in the family at the time of application and must update this information if the family's composition changes.

### **Household**

*Household* is a broader term that includes additional people who, with the PHA's permission, live in a public housing unit, such as live-in aides, foster children, and foster adults.

## **FAMILY BREAKUP AND REMAINING MEMBER OF TENANT FAMILY**

### **Family Breakup**

Except under the following conditions, the PHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, stalking, or human trafficking, the PHA must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, stalking, and human trafficking see section 16-VII.D of this ACOP.)
- If a court determines the disposition of property between members of the assisted family, the PHA is bound by the court's determination of which family members continue to receive assistance.

### PHA Policy

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

If a family breaks up into two otherwise eligible families while living in public housing, only one of the new families will retain occupancy of the unit.

If a court determines the disposition of property between members of an applicant or resident family, the PHA will abide by the court's determination.

In the absence of a judicial decision or an agreement among the original family members, the PHA will determine which family will retain their placement on the waiting list or continue in occupancy. In making its determination, the PHA will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements; (2) the interest of any ill, elderly, or disabled family members; (3) the interest of any family member who is or has been the victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking, including a family member who was forced to leave a public housing unit as a result of such actual or threatened abuse, and provides documentation in accordance with section 16-VII.D of this ACOP; (4) any possible risks to family members as a result of criminal activity, and (5) the recommendations of social service professionals.

### **Remaining Member of a Tenant Family [24 CFR 5.403]**

The HUD definition of family includes the *remaining member of a tenant family*, which is a



member of a resident family who remains in the unit when other members of the family have left the unit [PH Occ GB, p. 26]. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

If dependents are the only “remaining members of a tenant family” and there is no family member able to assume the responsibilities of the head of household, see Chapter 6, Section 6-I.B, for the policy on “Caretakers for a Child.”

### **Definition of Family**

~~The applicant must qualify as a family. A family may be a single person or a group of persons. A group of persons is defined by SNRHA as two or more persons who intend to share residency whose income and resources are available to meet the family's needs, and will live together in SNRHA housing.~~

~~Discrimination on the basis of familial status is prohibited, and a group of persons may not be denied solely on the basis that they are not related by blood, marriage or operation of law. A household may be considered a family irrespective of actual or perceived gender identity, sexual orientation or marital status.~~

~~Elderly, disabled, and displaced families are defined by HUD in CFR 5.403. The term "family" also includes, but is not limited to:~~

~~A family with or without children; An~~

~~elderly family;~~

~~A disabled family; A~~

~~displaced family;~~

~~The remaining member of a tenant family;~~

~~A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family;~~

~~Two or more elderly or disabled persons living together or one or more elderly or disabled persons living with one or more live-in aides;~~

~~Two or more near-elderly persons living together or one or more near-elderly persons living with one or more live-in aides.~~

~~The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.~~



~~For the purpose of the definition of a qualified family and admission of a single higher education student, the restrictions on assistance to students enrolled in an institution of higher education do not apply to public housing. (24 CFR 5.612)~~

### ~~Split Families—While on the Waiting List~~

~~In the case where an applicant family on the waiting list splits into two (2), or more, otherwise eligible families and the new families claim the public housing application, the Authority will take the following factors into consideration when making a determination as to which family should be entitled to the application:~~

- ~~a) Which family unit retains the children. If there are no children, disabled or elderly status will be considered.~~
- ~~b) Any court or legal determination, including the role of domestic violence in the split; and~~
- ~~e) Recommendations of social service agencies or qualified professionals, such as protective services for children.~~

~~In the case where the households are equally qualified, the application will be retained by the individual who originally submitted the public housing application, e.g., listed as the head of household.~~

~~In the case of a deceased head of household, applicable factors noted above will be taken into consideration when making a determination as to which family member should be entitled to the application. Only another adult on the existing application may take over as head of household. If there are no other adults on the application, the Authority, may on a case by case basis, allow another adult to become the head of household if there are minor children and if the other adult can prove legal custody of the minor children.~~

### **Occupancy by Police Officers**

In order to provide an increased sense of security for public housing residents, the SNRHA may allow public housing units to be occupied by police officers.

Police officers will not be required to be income eligible to qualify for admission to SNRHA's public housing program.

### **Head of Household**

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

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



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

Persons who are married are legally recognized as adults under State law.

### **Spouse of Head of Household**

Spouse means the husband or wife of the head of household. The spouse is equally responsible for the lease with the Head of Household.

For proper application of the Noncitizens Rule, the definition of spouse is: the marriage partners who, in order to dissolve the relationship, and would have to be divorced. It includes the partner in a common law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-head of household.

### **Co-Head of Household**

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

## **DEPENDENTS AND MINORS [24 CFR 5.603]**

*A minor* is a member of the family, other than the head of family or spouse, who is under 18 years of age.

*A dependent* is a family member who is under 18 years of age or a person of any age who is a person with a disability or a full-time student, except that the following persons can never be dependents: the head of household, spouse, cohead, foster children/adults and live-in aides.

Identifying each dependent in the family is important because each dependent qualifies the family for a deduction from annual income as described in Chapter 6.

### **Joint Custody of Dependents**

#### **PHA Policy**

Dependents that are subject to a joint custody arrangement will be considered a member of the family if they live with the applicant or resident family 50 percent or more of the time.

When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, the PHA will make the determination based on available documents such as court orders, an IRS income tax return showing which family has claimed the child for income tax purposes, school records, or other credible documentation.

## **FULL-TIME STUDENT [24 CFR 5.603]**



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

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

## **ELDERLY AND NEAR-ELDERLY PERSONS, AND ELDERLY FAMILY** **[24 CFR 5.100, 5.403, 945.105, and FR Notice 02/03/12]**

### **Elderly Persons**

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

### **Near-Elderly Persons**

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

### **Elderly Family**

An *elderly family* is one in which the head, spouse, cohead, or sole member is an elderly person. Identifying elderly families is important because these families qualify for the elderly family allowance and the medical allowance as described in Chapter 6 and may qualify for a particular type of development as noted in Chapter 4.

## **PERSONS WITH DISABILITIES AND DISABLED FAMILY** **[24 CFR 5.403, FR Notice 02/03/12]**

### **Persons with Disabilities**

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

As discussed in Chapter 2, the PHA must make all aspects of the public housing program accessible to persons with disabilities and consider requests for reasonable accommodations when a person's disability limits their full access to the unit, the program, or the PHA's services.

### **Disabled Family**

A *disabled family* is one in which the head, spouse, or cohead is a person with disabilities. Identifying disabled families is important because these families qualify for the disabled family allowance and the medical allowance as described in Chapter 6 and may qualify for a particular type of development as noted in Chapter 4.



Even though persons with drug or alcohol dependencies are considered persons with disabilities for the purpose of non-discrimination, this does not prevent the PHA from denying admission or taking action under the lease for reasons related to alcohol and drug abuse in accordance with the policies found in Part III of this chapter and in Chapter 13.

### **GUESTS [24 CFR 5.100]**

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

The lease must provide that the tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests, inside the unit as well as anywhere on or near PHA premises [24 CFR 966.4(f)].

#### PHA Policy

A resident family must notify the PHA when overnight guests will be staying in the unit for more than three days. A guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period.

A family may request an exception to this policy for valid reasons (e.g., care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

Children who are subject to a joint custody arrangement or for whom a family has visitation privileges, that are not included as a family member because they live outside of the public housing unit more than 50 percent of the time, are not subject to the time limitations of guests as described above.

Former residents who have been evicted are not permitted as overnight guests.

Guests who represent the public housing unit address as their residence address or address of record for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the unit beyond the allowable time limit will be considered to be unauthorized occupants, and their presence constitutes a violation of the lease.

### **FOSTER CHILDREN AND FOSTER ADULTS [24 CFR 5.603]**

A *foster adult* is a member of the household who is 18 years of age or older and meets the definition of a foster adult under state law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition, and is placed with the family by an authorized placement agency or by judgment, decree, or other order of



any court of competent jurisdiction.

A *foster child* is a member of the household who meets the definition of a foster child under state law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

Foster children and foster adults that are living with an applicant or resident family are considered household members but not family members. The income of foster children/adults is not counted in family annual income and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603 and HUD-50058 IB, pp. 13-14].

### PHA Policy

A foster child or foster adult may be allowed to reside in the unit if their presence would not overcrowd the unit.

## **ABSENT FAMILY MEMBERS**

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

### **Definitions of Temporarily and Permanently Absent**

#### PHA Policy

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

#### **Absent Students**

#### PHA Policy

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

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

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

#### PHA Policy





If a child has been placed in foster care, the PHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

### **Absent Head, Spouse, or Cohead**

#### PHA Policy

An employed head, spouse, or cohead absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

### **Individuals Confined for Medical Reasons**

#### PHA Policy

An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

If there is a question about the status of a family member, the PHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

### **Return of Permanently Absent Family Members**

#### PHA Policy

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

### **Live-In Attendants**

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

Is determined by SNRHA to be essential to the care and well-being of an elderly person, a near-elderly person, or a person with disabilities;

Is not obligated for the support of the person(s); and

Would not be living in the unit except to provide care for the person(s). Must be 18 years or older.

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

Income of the live-in aide will not be counted for purposes of determining eligibility or level



reevaluation following October 21, 1998.

No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

Individuals who are citizens of the United States may certify to their status on the required HUD form (Form 214).

#### **E. FAMILY CONSENT TO RELEASE OF INFORMATION [24 CFR 5.230]**

HUD requires each adult family member, and the head of household, spouse, or cohead, regardless of age, to sign form HUD-9886, Authorization for the Release of Information Privacy Act Notice, the form HUD-52675, Debts Owed to Public Housing Agencies and Terminations, and other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. Chapter 7 provides detailed information concerning the consent forms and verification requirements. The consent form remains effective until the family is denied assistance, assistance is terminated, or the family provides written notification to revoke consent.

The PHA must deny admission to the program if any member of the applicant family fails to sign and submit consent forms which allow the PHA to obtain information that the PHA has determined is necessary in administration of the public housing program [24 CFR 960.259(a) and (b) and 24 CFR 5.232(a)].

However, this does not apply if the applicant or participant, or any member of their family, revokes their consent with respect to the ability of the PHA to access financial records from financial institutions, unless the PHA establishes a policy that revocation of consent to access financial records will result in denial or termination of assistance or admission [24 CFR 5.232(c)].

##### PHA Policy

The PHA has established a policy that the family's revocation of consent to allow the PHA to access records from financial institutions will result in denial of admission.

#### **F. EIV SYSTEM SEARCHES [EIV FAQs; EIV System Training 9/30/20; and Notice PIH 2023-27]**

##### Existing Tenant Search

Prior to admission to the program, the PHA must search for all household members using the EIV Existing Tenant Search module. The PHA must review the reports for any SSA matches involving another PHA or a multifamily entity and follow up on any issues identified. The PHA must provide the family with a copy of the Existing Tenant Search results if requested. At no time may any family member receive duplicative assistance.

If the tenant is a new admission to the PHA, and a match is identified at a multifamily property, the PHA must report the program admission date to the multifamily property and document the notification in the tenant file. The family must provide documentation of move-out from the assisted unit, as applicable.



### PHA Policy

The PHA will contact the other PHA or owner identified in the report to confirm that the family has moved out of the unit and obtain documentation of current tenancy status, including a form HUD-50058 or 50059, as applicable, showing an end of participation. The PHA will only approve assistance contingent upon the move-out from the currently occupied assisted unit.

### **Debts Owed to PHAs and Terminations**

All adult household members must sign the form HUD-52675, Debts Owed to Public Housing and Terminations. Prior to admission to the program, the PHA must search for each adult family member in the Debts Owed to PHAs and Terminations module.

If a current or former tenant disputes the information in the module, the tenant should contact the PHA directly in writing to dispute the information and provide any documentation that supports the dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV. Former tenants may dispute debt and termination information for a period of up to three years from the end of participation date in the program.

### PHA Policy

The PHA will require each adult household member to sign the form HUD-52675 once at the eligibility determination. Any new members added to the household after admission will be required to sign the form HUD-52675 prior to being added to the household.

The PHA will search the Debts Owed to PHAs and Terminations module as part of the eligibility determination for new households and as part of the screening process for any household members added after the household is admitted to the program. If any information on debts or terminations is returned by the search, the PHA will determine if this information warrants a denial in accordance with the policies in Part III of this chapter.

### **Income and Income Validation Tool (IVT) Reports**

For each new admission, the PHA is required to review the EIV Income and IVT Reports to confirm and validate family reported income within 120 days of the IMS/PIC submission date of the new admission. The PHA must print and maintain copies of the EIV Income and IVT reports in the tenant file and resolve any discrepancies with the family within 60 days of the EIV Income or IVT report dates.

## **G. OTHER ELIGIBILITY CRITERIA**

All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

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

- to pay rent and other charges as required by the lease in a timely manner;



**Destruction of Property** - to any previous property that the family has resided in.

**Whether Applicant Is Capable of Maintaining the Responsibilities of Tenancy** - In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician, social worker, or other health professional will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.

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

### **DENIAL OF ADMISSION**

The SNRHA may deny assistance to an applicant for any and all of the reasons listed below:

#### **RESTRICTION ON ASSISTANCE BASED ON ASSETS [24 CFR 5.618]**

There are two circumstances under which a family is ineligible for the program based on asset ownership.

First, assistance may not be provided to any family if the family's net assets exceed \$100,000 (adjusted annually by HUD).

Second, the family has real property that is suitable for occupancy by the family as a residence and the family has:

- A present ownership interest in the real property;
- A legal right to reside in the real property; and
- The effective legal authority to sell (based on state or local laws of the jurisdiction where the property is located) the real property.

However, the real property restriction does not apply in the following circumstances:

- Any property for which the family is receiving assistance for a manufactured home under 24 CFR 982.620 or under the HCV Homeownership program;
- Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;
- Any family that is offering the property for sale; or
- Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking.
  - When a family asks for an exception because a family member is a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA must comply with all the confidentiality requirements under VAWA. The PHA must accept a self-certification from the family member, and the restrictions on requesting documentation under VAWA apply.
- A property is considered *suitable for occupancy* unless the family demonstrates that it:
- Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
- Is not sufficient for the size of the family;

### **PHA Policy**



The PHA defines *not sufficient for the size of the family* as being overcrowded based on the PHA's occupancy standards in Chapter 5.

- Is geographically located so as to be a hardship for the family (e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner);
- Is not safe to reside in because of the physical condition of the property (e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or
- Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

### 1. **Action/Inaction by the Applicant**

The SNRHA shall deny assistance to an applicant who: Refuses to enter into a public housing lease agreement;

Fail to provide social security number on authorized document such as a valid social security cards; pension document; or social security awards letter.

Refuses to cooperate with SNRHA during the initial certification process;

Has been evicted from a federally subsidized housing program for a period of five (5) years or owes a debt to a public housing program or other assisted housing property;

Has made fraudulent representations on his/her public housing application; Has engaged in or threatened abusive or violent behavior toward SNRHA personnel;

Credit history checks or landlord inquiries received with any listed judgments or evictions (with the exception of certain mitigating circumstances).

Fails to establish citizenship or eligible immigration status.

Has a record of disturbance of neighbors, destruction of property or other living or housekeeping habits at prior residences, which adversely affected the health, safety or welfare of other residents.

**Mitigating Circumstances:** In deciding whether to deny assistance because of an applicant's actions or failure to act, SNRHA has discretion to consider all of the circumstances in each case, including the seriousness of the action or failure the time elapsed since the action or failure to act (unless specified elsewhere in this ACOP) and the extent of the applicant's culpability. SNRHA will also consider good cause reasons for missing appointments or failing to provide requested information. Said reasons include verifiable hospitalization or travel.

The SNRHA has no discretion when denying assistance to an applicant who has failed to establish citizenship or eligible immigration status.



## Chapter 3

### APPLYING FOR ADMISSION

The policy of the SNRHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but the SNRHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

#### **A. HOW TO APPLY**

Families who wish to apply for any of the SNRHA's programs must complete ~~a written an online~~ application ~~or an application by phone if designated in SNRHA's advertisement~~. Applications will be made available in an accessible format upon request from a person with a disability. ~~The preliminary application form is also available on the SNRHA website~~. Pre-applications and required attachments are available on the SNRHA website ~~under Rent Cafe~~.

~~Persons with disabilities may call the SNRHA to receive an application through the mail or make other arrangements to complete their pre-application.~~

~~Applications will be mailed to interested families upon request who are out of state.~~

~~Spanish translation of the pre-application is available for non-English speaking applicants.~~

Applications will be accepted on line ~~through the Rent Café portal or at a central location~~ for all waiting lists.

The application process will involve two phases.

1. The first is the "initial" application for admission (referred to as a pre-application). This first phase is to determine the family's eligibility for, and placement on, the waiting list.

The pre-application will be dated, time-stamped, and referred to the SNRHA's office where tenant selection and assignment is processed.

2. The second phase is the "final determination of eligibility for admission" (referred as the full application). The full application takes place when the family approaches the top of the waiting list. At this time the SNRHA ensures that verification of all HUD and SNRHA eligibility factors is current in order to determine the family's eligibility for an offer of a suitable unit.

#### **ACCESSIBILITY OF THE APPLICATION PROCESS**

The PHA must take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the standard PHA application process.



## **Disabled Populations [24 CFR 8; PH Occ GB, p. 68]**

The PHA must provide reasonable accommodation as needed for persons with disabilities to make the application process fully accessible. The facility where applications are accepted and the application process must be fully accessible, or the PHA must provide an alternate approach that provides equal access to the program.

## **B. "INITIAL" APPLICATION PROCEDURES**

The SNRHA will utilize a preliminary application form (pre-application) for the initial application for public housing. The application must be submitted **via the Rent Café portal** ~~may be submitted by mail, or in person,~~ whenever the Waiting List is open. ~~and the data is entered into the computer.~~

The purpose of the pre-application is to permit the SNRHA to preliminarily assess family eligibility or ineligibility and to determine placement on the waiting list.

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

- Names of head of household and spouse/co-head
- Gender and age of all members (used to estimate bedroom size needed)
- Number of family members (used to estimate bedroom size needed)
- Street address and phone numbers
- Mailing address (If PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members to determine preference qualification
- Information regarding request for reasonable accommodation or for accessible unit
- Social security numbers
- Race/ethnicity
- Arrests/convictions for criminal activity
- Questions regarding previous participation in HUD programs
- Alternative/Optional contact form (HUD 92006)

Duplicate applications, including applications from a segment of an applicant household, will not be accepted.

Pre-applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are required to inform the SNRHA in writing **via the Rent Café portal** of changes in family composition, income, and address, as well as any changes in their preference status, within ten calendar days of the change.

Applicants are required to respond to requests from the SNRHA to update information on their application, or to determine their continued interest in assistance. Failure to respond to **mailings emails** with requested information will result in the applicant being removed from the waiting list **unless they have requested alternative communication or assistance due to a disability**. See Grievance Procedure.



Applications submitted for waitlist(s) that are not open will be rejected and the applicant will be notified of the reason(s) for the rejection.

### **C. NOTIFICATION OF APPLICANT STATUS**

If after a review of the pre-application the family is determined to be preliminarily accepted, they will be notified in writing (in an accessible format upon request, as a reasonable accommodation) that the application has been accepted and the applicant has been added to the corresponding waitlist.

This written notification of preliminary acceptance will be mailed to the applicant by first class mail or distributed to a disabled applicant in the manner requested as a specific accommodation.

If the family is determined to be ineligible based on the information provided in the pre-application, the SNRHA will notify the family in writing (in an accessible format upon request as a reasonable accommodation), state the reason(s), and inform them of their right to an informal hearing. Persons with disabilities may request to have an advocate attend the informal hearing as an accommodation. See Grievance Procedure.

### **D. COMPLETION OF A FULL APPLICATION**

All preferences claimed on the pre-application or while the family is on the waiting list will be verified after the family is selected from the waiting list at the time of their eligibility appointment. If a preference cannot be verified, said applicant will be returned to their proper place on the waiting list and preference removed.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because the preference is based on current status.

Applicants on the waiting list who will be selected in the near future will be sent an eligibility appointment letter. The applicant may be interviewed in person, a packet sent through mail or a virtual interview. The letter will notify the applicant of an application interview and request the applicant to provide all documents which verify all factors to be verified. Factors to be verified will be listed in the letter. These documents will be used for verification only if third party verification cannot be obtained.

Applicants will be required to:

Complete a full application **via the Rent Café portal in their own handwriting**, unless assistance is needed, or a request for accommodation is made by a person with a disability, prior to the full application interview. ~~The client may also have the option available of completing and signing the required documents electronically.~~

**Electronically** sign Release of information Forms including authorization form for criminal background checks of all adult household members, and consent for verification of Immigration status.

~~Applicant will then participate in a full application interview with a SNRHA staff member to review the information on the full application form. The applicant will sign and certify that all information is complete and accurate.~~

~~The full application packet will be mailed to the applicant if they are out of state or applicant may have the option of completing the necessary forms electronically.~~





SNRHA will mail the full application packet to the applicant if needed as a reasonable accommodation for a person with a disability.

### **Requirement to Attend Interview**

~~The SNRHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information which has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other SNRHA services or programs which may be available.~~

~~All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship, however, these individuals will still be required to sign all required forms within ten calendar days of the date of the interview.~~

~~If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within 5 calendar days to review the information and to certify by signature that all of the information is complete and accurate.~~

~~It is the applicant's responsibility to reschedule the interview if s/he is unable to attend. If an applicant fails to appear for their interview without prior approval of the SNRHA, their application will be denied unless they can provide acceptable documentation to the SNRHA that an emergency prevented them from calling. SNRHA will reschedule only for hospitalization, out of town, jury sequester, death in immediate family or as a reasonable accommodation. If the applicant misses two scheduled meetings, SNRHA will reject the application.~~

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

~~If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal review. (see Grievance Procedure)~~

~~All adult members must sign form HUD-9886, "Release of Information," the declarations and consents related to citizenship/immigration status and any other documents required by the SNRHA. Applicants will be required to sign specific verification forms for information which is not covered by the HUD-9886. Failure to do so will be cause for denial of the application for failure to provide necessary certifications and release as required by the SNRHA. Applicants must also sign the SNRHA authorization for the release of information and HUD Debts Owed form (HUD-52675)~~

~~Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation.~~

~~If the SNRHA determines at or after the interview that additional information or document(s) are needed, the SNRHA will request the document(s) or information in writing. The family~~



~~will be given 14 calendar days to supply the information. SNRHA may grant one (1) 14 day extensions.~~

~~If the information is not supplied in this time period, the SNRHA will provide the family a notification of denial for assistance. (See Grievance Procedure.)~~

## **E. PROCESSING APPLICATIONS**

As families approach the top of the waiting list, the following items will be verified to determine qualification for admission to the SNRHA's housing:

- Preference verification
- Family composition and type (elderly/non elderly)
- Annual Income
- Assets and Asset Income
- Deductions from Annual Income
- Social Security Numbers of all family members
- Information used in applicant suitability screening
- Citizenship or eligible immigration status
- Criminal History Report

\* In the event that a family is claiming zero income and appears to be eligible for income that is not reported to be received (i.e. TANF, UIB, Child Support, etc.), the absence of such income will be verified.

## **F. FINAL DETERMINATION AND NOTIFICATION OF ELIGIBILITY**

After the verification process is completed, the SNRHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the SNRHA, and the tenant suitability determination (see chapter 2).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

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

Any time after final eligibility determination, applicants must report changes in family status, including income, family composition, and address, in writing **via the Rent Café portal**, within ten (10) calendar days of the change. If the family did not report the change within the required time frame, the family will be determined ineligible and offered an opportunity for informal hearing.



applicable civil rights laws.

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

Suspension of application taking is announced in the same way as opening the waiting list. SNRHA will give at least five (5) days notice prior to opening or closing the list.

When the period for accepting applications is over, SNRHA will add the new applicants to the list by:

- Unit size, local preference, and by date and time of application.

SNRHA will update the waiting list at least tri-annually by removing the names of those families who are no longer interested, no longer qualify for housing, or cannot be reached by mail **and/or email**. At the time of initial intake, SNRHA will advise families of their responsibility to notify SNRHA in writing when mailing address changes.

### **Limits on Who May Apply**

When the waiting list is open,

- Any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an application.

When the application is submitted to SNRHA, it establishes the family's date and time of application for placement order on the waiting list with preference points determining the final rank.

### **Multiple Families in Same Household**

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

## **B. SITE BASED WAITING LISTS**

SNRHA offers a system of site-based waiting lists for HUD-approved designated communities.

SNRHA maintains separate site-based waiting lists for all current or future mixed financed properties, as well as all current or future RAD conversion Properties.

Applicants may choose which site-based waiting list they wish to be placed on, regardless of the application site. Applicants may designate the community or communities in which they seek to reside.

SNRHA will monitor its site-based wait list annually by comparing data in January to data in October to determine the level of change, if any, in the overall racial, ethnic and disability-related tenant composition at each SNRHA site by analyzing its data.

Every reasonable action will be taken by SNRHA to assure that applicants can make informed choices regarding the community(s) in which they wish to reside. SNRHA will disclose information to applicants regarding the location of available sites.



### **Preference for Non-Public Housing over Income.**

SRHA has adopted a preference for admission of non-public housing over-income families paying the alternative non-public housing rent and are on a non-public housing over income NPHOI lease who become an income eligible low-income family and are eligible for admission to the public housing program. ....5 points

**Displacement Preference:** Any applicant who is or will be involuntarily displaced if the applicant has vacated or will have to vacate the unit where the applicant lives because of one or more of the following reasons (1) displacement by disaster; (2) displacement by government action; (3) displacement by housing owner through no fault of the tenant; and (4) displacement due to domestic violence...32 pts

### ***FINAL VERIFICATION OF PREFERENCES [24 CFR 5.415]***

Preference information on applications will be updated as applicants are selected from the waiting list. At that time, SNRHA will obtain necessary verifications of preference at the interview and by third party verification.

### ***PREFERENCE DENIAL [24 CFR 5.415]***

If SNRHA denies a preference, SNRHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal meeting with **an eligibility staff designee** ~~the Housing Programs Manager or Director of Housing Programs~~. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be placed on the waiting list without benefit of the preference. Applicants may exercise other rights if they believe they have been discriminated against.

### **Treatment of Single Applicants**

Single applicants will be treated as any other eligible family on SNRHA waiting list.

### **Pulling from the Wait List**

SNRHA shall utilize income targeting to meet HUD's requirements that 40% of admissions have income of less than 30% of minimum income. Elderly and disabled families are given the working preference as required by HUD regulations. All preferences claimed are verified at final eligibility determination. If preferences claimed cannot be verified, the applicant is returned to the appropriate placement on our waiting list and a written notice explaining this action is sent to the applicant.

Once SNRHA has met or exceeded the minimum 40% targeted Income requirement for new admissions of extremely low-income (<30% AMI) families, SNRHA to the extent possible, will select the remainder of its new admissions by targeting very-low income (<50% AMI) and low-income (<80% AMI) families. Compliance with the minimum 40% of extremely low-income families for new admissions will be monitored on a monthly basis.

**D. VERIFICATION OF PREFERENCE QUALIFICATION** [24 CFR 5.415] The family may be placed on the waiting list upon their certification that they qualify for a preference. When the family is selected from the waiting list for the final determination of



## **SNRHA Incentives for Higher Income Families**

Covered in Section O of this Chapter.

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

The waiting list will be purged at least tri-annually by a mailing to all applicants to ensure that the waiting list is current and accurate. The purge will be performed in a program specific manner and will be conducted on a rotating basis. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond within 14 calendar days, the applicant will be removed from the waiting list. ~~If a letter is returned by the Post Office, the applicant will be removed without further notice and the envelope and letter will be maintained in the file.~~ Failure to respond will result in removal from all waiting lists.

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

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

SNRHA allows a grace period of 7 calendar days after completion of the purge mailing. Applicants who respond during this grace period will not be withdrawn.

Applicants are notified with confirmation of SNRHA receipt of their application that they are responsible for notifying SNRHA within 10 calendar days, if they have a change of address.

### **N. OFFER OF ACCESSIBLE UNITS**

SNRHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

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

Before offering a vacant accessible unit to a non-disabled applicant, SNRHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under SNRHA control who has a disability that requires the special features of the vacant unit.

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

When offering an accessible/adaptable unit to a non-disabled applicant, SNRHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement. SNRHA will pay all reasonable and customary costs associated with the relocation of the non-disabled family.

The Authority will make modifications to the unit in keeping with the Section 504



## **Q. APPLICANT STATUS AFTER UNIT OFFER**

When an applicant rejects the unit offer SNRHA will remove the applicant's name from the waiting list. Removal from the waiting list means the applicant must reapply. Exceptions may be made in accordance with 504 regulations, for persons whose refusal involved the need for a reasonable accommodation.

## **R. TIME-LIMIT FOR ACCEPTANCE OF UNIT**

Applicants will have three (3) business days to respond to an offer of an available unit. Applicants must accept a unit offered within one (1) business day of the date the unit is shown and execute a lease within two (2) additional business days of the offer acceptance. Extensions can be approved for good cause.

SNRHA staff will attempt to notify applicants by telephone as a courtesy; all offers will be made in writing by first class mail.

### **Applicants Unable to Take Occupancy**

If an applicant is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "*good cause*," the applicant will be returned to the waiting list.

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

- An elderly family who makes the decision not to occupy or accept occupancy in designated housing for which they applied will be withdrawn from the designated housing waiting list, but this action will not affect their standing on any other waiting list. [24 CFR 945.303(d)]
- Inaccessibility to source of employment or education such that an adult household member must quit a job, drop out of an educational or a job training program.
- The family demonstrates to SNRHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons must be specific. Refusals due to the location of the unit alone are not considered to be good cause.
- A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household member, or a live-in aide necessary to care for the principal household member.
- The family is offered a unit which is handicap accessible, but there is no member of the family that need accessibility features in the unit. The unit is inappropriate for the applicant's disabilities.
- **Due to VAWA related concerns.**



### **S. REFUSAL OF OFFER**

If the unit offered is inappropriate for the applicant's disabilities or if a non-disabled family is offered an accessible unit, the family will retain their position on the waiting list.

If the unit offered is refused for other reasons, SNRHA will follow the applicable policy as listed in Section O, Plan for Unit Offers, and Section Q, Applicant Status after Final Offer.

### **T. SPECIAL PROGRAMS**

SNRHA will administer a HUD, RAD (Rental Assistance Demonstration) program at the following properties:

- Landsman Gardens, Henderson, Nevada.
- Vera Johnson B, Las Vegas, Nevada
- Biegger Estates, Las Vegas, Nevada
- Rose Gardens, North Las Vegas, Nevada
- Espinoza Terrace, Henderson, Nevada
- Bennett Plaza, Las Vegas, NV
- Archie Grant Park, Las Vegas, NV
- James Down Towers, Las Vegas, NV
- Hullum Homes, Las Vegas, NV

**See Chapter 16 for RAD/PBV information.**



## Chapter 6

### INCOME AND RENT DETERMINATIONS

[24 CFR Part 5, Subparts E and F; 24 CFR 960, Subpart C]

#### INTRODUCTION

A family's annual income is used to determine their income eligibility for the public housing program and is also used to calculate the amount of the family's rent payment. SNRHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. This chapter describes HUD regulations and SNRHA policies related to these topics in three parts as follows:

Part I: Annual Income. HUD regulations specify the sources of income which are excluded from the family's annual income. These requirements and SNRHA policies for calculating annual income are found in Part I.

Part II: Assets. HUD regulations specify the types of assets which are excluded from a family's annual income. These requirements and SNRHA policies for calculating income from assets are found in Part II.

Part III: Adjusted Income. Once annual income has been established, HUD regulations require SNRHA to subtract from annual income any of five mandatory deductions for which a family qualifies and allow SNRHA to adopt additional permissive deductions. These requirements and SNRHA policies for calculating adjusted income are found in Part III.

Part IV: Calculating Rent. This part describes the statutory formula for calculating total tenant payment (TTP), the use of utility allowances, and the methodology for determining family rent payment. Also included here are flat rents and the family's choice of rent.

#### **PART 1: ANNUAL INCOME**

##### **6-I.A. OVERVIEW [24 CFR 5.609]**

Annual income includes

- All amounts, not specifically excluded in 24 CFR 5.609(b);
- All amounts received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse;
- Unearned income by or on behalf of each dependent who is under 18 years of age;
- and





- Imputed returns of an asset based on the current passbook savings rate, as determined by HUD, when the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually) and the actual returns from a given asset cannot be calculated.

In addition to this general definition, the regulations at 24 CFR 5.609(b) provide a comprehensive listing of all sources of income that are excluded from annual income. Note, unlike in previous version of the regulations, the current regulations governing annual income do not list sources of income that are to be included. Instead, HUD relies on the definition of excluded income under 24 CFR 5.609(b) to provide the scope of what is included. To that end, generally, all income is included unless it is specifically excluded by regulation.

Annual income includes “all amounts received,” not the amount that a family may be legally entitled to receive but did not receive. For example, a family’s child support or alimony income must be based on payments received, not the amounts to which the family is entitled by court or agency orders [Notice PIH 2023-27].

Annual income also includes all actual anticipated income from assets (provided the income is not otherwise excluded) even if the asset itself is excluded from net family assets [Notice PIH 2023-27]. 24 CFR 5.603(b)(1) describes HUD regulations for treating specific types of assets.

The full texts of those portions of the regulations are provided in exhibits at the end of this chapter as follows:

- Annual Income Full Definition (Exhibit 6-1)
- Treatment of Family Assets (Exhibit 6-2)
- The Effect of Welfare Benefit Reduction (Exhibit 6-3)

Sections 6-I. B and 6-I.C discuss general requirements and methods for calculating annual income. The rest of this section describes how each source of income is treated for the purposes of determining annual income. Verification requirements for annual income are discussed in Chapter 7.

### **Temporarily Absent Family Members**

Unlike the previous version of the regulations, the current regulations governing annual income do not specifically address temporarily absent family members. The regulations also do not define “temporarily” or “permanently” absent or specify a timeframe associated with a temporary versus a permanent absence.

#### SNRHA Policy

Unless specifically excluded by the regulations, the income of all family members approved to live in the unit will be counted, even if the family member is temporarily absent from the unit.

Generally, an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a



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

### **Absent Students**

#### SNRHA Policy

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

### **Absences Due to Placement in Foster Care**

Children temporarily absent from the home as a result of placement in foster care (as confirmed by the state child welfare agency) are considered members of the family [24 CFR 5.403].

#### SNRHA Policy

If a child has been placed in foster care, SNRHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will continue to be counted as a family member.

### **Family Members Confined for Medical Reasons**

If a family member is confined to a nursing home or hospital on a permanent basis, SNRHA may determine that that person is no longer a member of the assisted household, and the income of that person is not counted [New PH OCC GB, *Income Determinations*, p. 12].

#### SNRHA Policy

SNRHA will request verification from a responsible medical professional and will use this determination. If the responsible medical professional cannot provide a determination, the person generally will be considered temporarily absent. The family may present evidence that the family member is confined on a permanent basis and request that the person not be considered a family member.

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse, or cohead qualifies as an elderly person or a person with disabilities.

### **Joint Custody of Children**

#### SNRHA Policy

Dependents that are subject to a joint custody arrangement will be considered a member of the family if they live with the applicant or participant family 50 percent or more of the time.

When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, SNRHA will make the determination based on available documents such as court orders, an IRS income tax return showing



which family has claimed the child for income tax purposes, school records, or other credible documentation.

## **Caretakers for a Child**

### SNRHA Policy

The approval of a caretaker is at the owner and SNRHA's discretion and subject to the owner and SNRHA's screening criteria. If neither a parent nor a designated guardian remains in a household receiving HCV assistance, SNRHA will take the following actions.

If a responsible agency has determined that another adult is to be brought into the assisted unit to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.

If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker will be considered a family member unless information is provided that would confirm that the caretaker's role is temporary. In such cases SNRHA will extend the caretaker's status as an eligible visitor.

At any time that custody or guardianship legally has been awarded to a caretaker, the housing choice voucher will be transferred to the caretaker.

During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

## **6-1. C. CALCULATING ANNUAL INCOME**

The methodology used for calculating income differs depending on whether income is being calculated at initial occupancy, interim reexamination, or at annual reexamination. However, income from assets is always anticipated regardless of certification type.

### **Anticipating Annual Income [24 CFR 5.609(c)(1)]**

At initial occupancy and for an interim reexamination of family income, SNRHA is required to use anticipated income (current income) for the upcoming 12-month period following the new admission or interim reexamination effective date. Policies related to verifying income are found in Chapter 7.

### SNRHA Policy

When SNRHA cannot readily anticipate income based upon current circumstances (e.g., in the case of temporary, sporadic, or variable employment, seasonal employment, unstable working hours, or suspected fraud), SNRHA will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income.



Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to SNRHA to show why the historic pattern does not represent the family’s anticipated income.

In all cases, the family file will be documented with a clear record of the reason for the decision, and a clear audit trail will be left as to how SNRHA annualized projected income.

### **Known Changes in Income**

If SNRHA verifies an upcoming increase or decrease in income, annual income will be projected by applying each income amount to the appropriate part of the 12-month period.

**Example:** An employer reports that a full-time employee who has been receiving \$8/hour will begin to receive \$8.25/hour in the eighth week after the effective date of the new admission or interim reexamination. In such a case SNRHA would calculate annual income as follows:  $(\$8/\text{hour} \times 40 \text{ hours} \times 7 \text{ weeks}) + (\$8.25 \times 40 \text{ hours} \times 45 \text{ weeks})$ .

The family may present information that demonstrates that implementing a change before its effective date would create a hardship for the family. In such cases SNRHA will calculate annual income using current circumstances and then, should the change in income require SNRHA to conduct an interim reexamination, conduct an interim reexamination in accordance with SNRHA policy in Chapter 9.

### **Calculating Annual Income at Annual Reexamination [24 CFR.609(c)(2); Notice PIH 2023-27]**

At annual reexamination, SNRHA must first determine the family’s income for the previous 12-month period and use this amount as the family income for annual reexaminations; however, adjustments to reflect current income must be made. Any change of income since the family’s last annual reexamination, including those that did not meet the threshold to process an interim reexamination of family income in accordance with SNRHA policies in Chapter 9 and HUD regulations, must be considered. If, however, there have been no changes to income, then the amount of income calculated for the previous 12-month period is the amount that will be used to determine the family’s rental assistance. Income from assets is always anticipated, irrespective of the income examination type. Policies related to conducting annual reexaminations are located in Chapter 9.

## **6-I.D. EARNED INCOME**

### **Wages and Related Compensation [24 CFR 5.609(a); Notice PIH 2023-27]**

The earned income of each member of the family who is 18 years of age or older, or who is the head of household or spouse/cohead regardless of age, is included in annual income. Income received as a day laborer or seasonal worker is also included in annual income, even if the source, date, or amount of the income varies [24 CFR 5.609 (b)(24)].

*Earned income* means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any



pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits [24 CFR 5.100].

A *day laborer* is defined as an individual hired and paid one day at a time without an agreement that the individual will be hired or work again in the future [24 CFR 5.603(b)].

A *seasonal worker* is defined as an individual who is hired into a short-term position (e.g., for which the customary employment period for the position is six months or fewer) and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry [24 CFR 5.603(b)]. Some examples of seasonal work include employment limited to holidays or agricultural seasons. Seasonal work may include but is not limited to employment as a lifeguard, ballpark vendor, or snowplow driver [Notice PIH 2023-27].

### SNRHA Policy

SNRHA will include in annual income the full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation.

For persons who regularly receive bonuses or commissions, SNRHA will verify and then average amounts received for the two years preceding admission or interim reexamination. If only a one-year history is available, SNRHA will use the prior year amounts. In either case the family may provide, and SNRHA will consider, a credible justification for not using this history to anticipate future bonuses or commissions. If a new employee has not yet received any bonuses or commissions, SNRHA will count only the amount estimated by the employer. The file will be documented appropriately.

### **Military Pay**

All regular pay, special pay and allowances of a member of the Armed Forces are counted except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11)].

### **Earnings of a Minor [24 CFR 5.609(b)(3)]**

A minor is a member of the family, other than the head of household or spouse, who is under 18 years of age. Employment income earned by minors is not included in annual income. All other sources of unearned income, except those specifically excluded by the regulations, are included.

### ***Earned Income of Full-Time Students [24 CFR 5.609(b)(14)]***

The earned income of a dependent full-time student in excess of the amount of the dependent deduction is excluded from annual income. All other sources of unearned income, except those specifically excluded by the regulations, are included.

A family member other than the head of household or spouse/cohead is considered a full-time student if they are attending school or vocational training on a full-time basis [24 CFR 5.603(b)]. Full-time status is defined by the educational or vocational institution the student is attending [New PH OCC GB, *Lease Requirements*, p. 5].



## **6-I.E. EARNED INCOME DISALLOWANCE [24 CFR 960.255; Streamlining Final Rule (SFR) Federal Register 3/8/16; Notice PIH 2023-27]**

HOTMA removed the statutory authority for the EID. The EID is available only to families that are eligible for and participating on the program as of December 31, 2023, or before; no new families may be added on or after January 1, 2024. If a family is receiving the EID prior to or on the effective date of the HOTMA final rule, they are entitled to the full amount of the benefit for a full 24-month period. The policies below are applicable only to such families. No family will still be receiving the EID after December 31, 2025. The EID will sunset on January 1, 2026, and SNRHA policies below will no longer be applicable as of that date or when the last qualifying family exhausts their exclusion period, whichever is sooner.

### **Calculation of the Disallowance**

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with their "baseline income." The family member's baseline income is their income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that they are participating in the EID.

### **Calculation Method**

#### **Initial 12-Month Exclusion**

During the initial exclusion period of 12 consecutive months, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded.

#### SNRHA Policy

The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

#### **Second 12-Month Exclusion**

During the second exclusion period of 12 consecutive months, SNRHA must exclude at least 50 percent of any increase in income attributable to employment or increased earnings.

#### SNRHA Policy

During the second 12-month exclusion period, SNRHA will exclude 100 percent of any increase in income attributable to new employment or increased earnings.

### **Lifetime Limitation**

The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they begin to receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance. The EID will sunset on January 1, 2026. In no circumstances will a family member's exclusion period continue past January 1, 2026.



### **Individual Savings Accounts [24 CFR 960.255(d)]**

SNRHA may, but is not required to, establish a policy to offer a qualified family paying income-based rent an ISA instead of being given the EID.

#### SNRHA Policy

SNRHA chooses not to establish a system of individual savings accounts (ISAs) for families who qualify for the EID.

### **6-I.F. BUSINESS AND SELF-EMPLOYMENT INCOME [24 CFR 5.609(b)(28); Notice PIH 2023-27]**

Annual income includes “net income from the operation of a business or profession. *Net income* is gross income minus business expenses that allows the business to operate. *Gross income* is all income amounts received into the business, prior to the deduction of business expenses.

Expenditures for business expansion or amortization of capital indebtedness may not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.”

#### SNRHA Policy

To determine business expenses that may be deducted from gross income, SNRHA will use current applicable Internal Revenue Service (IRS) rules for determining allowable business expenses [see IRS Publication 535], unless a topic is addressed by HUD regulations or guidance as described below.

### **Independent Contractors**

Income received as an independent contractor is included in annual income, even if the source, date, or amount of the income varies [24 CFR 2.609 (b)(24)].

An *independent contractor* is defined as an individual who qualifies as an independent contractor instead of an employee in accordance with the Internal Revenue Code Federal income tax requirements and whose earnings are consequently subject to the Self-Employment Tax. In general, an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done [24 CFR 5.603(b)].

### **Business Expansion**

HUD regulations do not permit SNRHA to deduct from gross income expenses for business expansion.

#### SNRHA Policy

*Business expansion* is defined as any capital expenditures made to add new business activities, to expand current facilities, or to operate the business in additional locations. For example, purchase of a street sweeper by a construction business for the purpose of adding street cleaning to the services offered by the business would be considered a



business expansion. Similarly, the purchase of a property by a hair care business to open at a second location would be considered a business expansion.

### **Capital Indebtedness**

HUD regulations do not permit SNRHA to deduct from gross income the amortization of capital indebtedness.

#### SNRHA Policy

*Capital indebtedness* is defined as the principal portion of the payment on a capital asset such as land, buildings, and machinery. This means SNRHA will allow as a business expense interest, but not principal, paid on capital indebtedness.

### **Negative Business Income**

If the net income from a business is negative, no business income will be included in annual income; a negative amount will not be used to offset other family income.

### **Withdrawal of Cash or Assets from a Business**

HUD regulations require SNRHA to include in annual income the withdrawal of cash or assets from the operation of a business or profession unless the withdrawal reimburses a family member for cash or assets invested in the business by the family.

#### SNRHA Policy

Acceptable investments in a business include cash loans and contributions of assets or equipment. For example, if a member of an assisted family provided an up-front loan of \$2,000 to help a business get started, SNRHA will not count as income any withdrawals from the business up to the amount of this loan until the loan has been repaid. Investments do not include the value of labor contributed to the business without compensation.

### **Co-owned Businesses**

#### SNRHA Policy

If a business is co-owned with someone outside the family, the family must document the share of the business it owns. If the family's share of the income is lower than its share of ownership, the family must document the reasons for the difference.

### **Assets Owned by a Business Entity**

If a business entity (e.g., limited liability company or limited partnership) owns the asset, then the family's asset is their ownership stake in the business, not some portion of the business's assets. However, if the family holds the assets in their own name (e.g., they own one-third of a restaurant) rather than in the name of a business entity, then the percentage value of the asset owned by the family is what is counted toward net family assets (e.g., one-third of the value of the restaurant) [Notice PIH 2023-27].





## 6-I.G. STUDENT FINANCIAL ASSISTANCE [24 CFR 5.609(b)(9)]

The regulations distinguish between two categories of student financial assistance paid to both full-time and part-time students.

### **Title IV HEA Assistance**

Any assistance to students under section 479B of the Higher Education Act of 1965 (Title IV of the HEA) must be excluded from the family's annual income [24 CFR 5.609(b)(9)(i)].

Examples of assistance under title IV of the HEA include:

- Federal Pell Grants;
- Teach Grants;
- Federal Work Study Programs;
- Federal Perkins Loans;
- Income earned in employment and training programs under section 134 of the Workforce Innovation and Opportunity Act (WIOA); or
- Bureau of Indian Affairs/Education student assistance programs
- The Higher Education Tribal Grant
- The Tribally Controlled Colleges or Universities Grant Program

Any other grant-in-aid, scholarship, or other assistance amounts an individual receives for the actual covered costs charged by the institute of higher education not otherwise excluded by the Federally-mandated income exclusions are excluded [24 CFR 5.609(b)(9)(ii)]. *Actual covered costs* are defined as the actual costs of:

- Tuition, books, and supplies;
  - Including supplies and equipment to support students with learning disabilities or other disabilities
- Room and board; and
- Other fees required and charged to a student by the educational institution.

For a student who is not the head of household or spouse/cohead, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

Further, to qualify, other student financial assistance must be expressly:



- For tuition, books, supplies, room and board, or other fees required and charged to the student by the educational institution;
- To assist a student with the costs of higher education; or
- To assist a student who's not the head of household or spouse/cohead with the reasonable and actual costs of housing while attending the educational institution and not residing in an assisted unit.

The student financial assistance may be paid directly to the student or to the educational institution on the student's behalf. However, any student financial assistance paid to the student must be verified by SNRHA.

The financial assistance must be a grant or scholarship received from:

- The Federal government;
- A state, tribal, or local government;
- A private foundation registered as a nonprofit;
- A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- An institution of higher education.

Student financial assistance does not include:

- Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded under section 479B of the Higher Education Act HEA);
- Gifts, including gifts from family or friends; or
- Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under the HEA, exceeds the actual covered costs of the student.

### **Calculating Income from Student Financial Assistance [HOTMA Student Financial Assistance Resource Sheet; Notice PIH 2023-27]**

The formula for calculating the amount of other student financial assistance that is excluded from income always begins with deducting the assistance received under 479B of the HEA from the total actual covered costs, because the 479B assistance is intended to pay the student's actual covered costs. When a student receives assistance from both Title IV of the HEA and from other sources, the assistance received under Title IV of the HEA must be applied to the student's actual covered costs first and then other student financial assistance is applied to any remaining actual



covered costs. Once actual costs are covered, any remaining student financial assistance is considered income.

### SNRHA Policy

If a student only receives financial assistance under Title IV of the HEA and does not receive any other student financial assistance, SNRHA will exclude the full amount of the assistance received under Title IV from the family's annual income. SNRHA will not calculate actual covered costs in this case.

If the student does not receive any assistance under Title IV of the HEA but does receive assistance from another source, SNRHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). SNRHA will then subtract the total amount of the student's financial assistance from the student's actual covered costs. SNRHA will include any amount of financial assistance in excess of the student's actual covered costs in the family's annual income.

#### **Example 1**

- Actual covered costs: \$20,000
- Other student financial assistance: \$25,000
- Excluded income: \$20,000 (\$25,000 in financial assistance -\$20,000 in actual covered costs)
- Included income: \$5,000

When a student receives assistance from both Title IV of the HEA and from other sources, SNRHA will first calculate the actual covered costs to the student in accordance with 24 CFR 5.609(b)(ii). The assistance received under Title IV of the HEA will be applied to the student's actual covered costs first and then the other student financial assistance will be applied to any remaining actual covered costs.

#### **Example 2**

- Actual covered costs: \$25,000
- Title IV HEA assistance: \$26,000
- Title IV HEA assistance covers the students entire actual covered costs.
- Other Student Financial Assistance: \$5,000
- Excluded income: The entire Title IV HEA assistance of \$26,000
- Included income: All other financial assistance of \$5,000



If the amount of assistance excluded under Title IV of the HEA is less than the actual covered costs, SNRHA will exclude the amount of other student financial assistance up to the amount of the remaining actual covered costs.

### **Example 3**

- Actual covered costs: \$22,000
- Title IV HEA assistance: \$15,000
- The remaining amount not covered by Title IV HEA assistance is \$7,000 (\$22,000 in actual covered costs - \$15,000 in Title IV HEA assistance).
- Other Student Financial Assistance: \$5,000
- \$7,000 in remaining actual covered costs - \$5,000 in other financial assistance
- Excluded income: \$20,000 entire amount of the Title IV HEA Assistance + \$5,000 in other financial assistance
- Included income: \$0

### **Example 4**

- Actual covered costs: \$18,000
- Title IV HEA Assistance: \$15,000
- The remaining amount not covered by Title IV HEA assistance is \$3,000 (\$18,000 in actual covered costs - \$15,000 in Title IV HEA Assistance)
- Other student Financial Assistance: \$5,000
- When other student financial assistance is applied, financial assistance exceeds actual covered costs by \$2,000 (\$3,000 in actual covered costs - \$5,000 in other financial assistance).
- Included income: \$2,000 (the amount by which the financial aid exceeds the student's actual covered costs).

## **6-I.H. PERIODIC PAYMENTS [Notice PIH 2023-27]**

Periodic payments are forms of income received on a regular basis. HUD regulations specify periodic payments that are not included in annual income. Regulations do not specify which types of periodic payments are included in annual income.

Income that has a discrete end date and will not be repeated beyond the coming year is excluded from a family's annual income because it is nonrecurring income. However, this does not include unemployment income and other types of periodic payments that are received at regular intervals



(such as weekly, monthly, or yearly) for a period of greater than one year that can be extended. For example, a family receives income from a guaranteed income program in their city that has a discrete beginning and end date. While the guaranteed income will be repeated in the coming year, it will end before the family's next annual reexamination. This income is fully excluded from annual income.

Insurance payments and settlements for personal or property losses, including but not limited to payments under health insurance, motor vehicle insurance, and workers' compensation, are excluded from annual income. However, periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages for workers' compensation are included in annual income. Payments received in lieu of wages for worker's compensation are excluded, even if paid in periodic payments, if the income will last for a period of less than one year.

### **Lump-Sum Payments for the Delayed Start of a Periodic Payment [24 CFR 5.609(b)(16)]**

Deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs (VA) disability benefits that are received in a lump sum amount or in prospective monthly amounts are excluded from annual income.

#### SNRHA Policy

SNRHA will include in annual income lump sums received as a result of delays in processing periodic payments (other than those specifically excluded by the regulation), such as unemployment or welfare assistance.

When a delayed-start payment is received that is to be included and the family reports this during the period in which SNRHA is processing an annual reexamination, SNRHA will adjust the family's rent retroactively for the period the payment was intended to cover.

If the delayed-start payment is received outside of the time SNRHA is processing an annual reexamination, then SNRHA will consider whether the amount meets the threshold to conduct an interim reexamination. If so, SNRHA will conduct an interim in accordance with SNRHA policies in Chapter 9. If not, SNRHA will consider the amount when processing the family's next annual recertification.

### **Retirement Accounts [24 CFR 5.609(b)(26); Notice PIH 2023-27]**

Income received from any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals are not considered actual income from assets.

However, any distribution of periodic payments from such accounts is included in annual income at the time they are received by the family.

An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value.

### **Social Security Benefits [Notice PIH 2023-27]**

SNRHA is required to use the gross benefit amount to calculate annual income from Social Security benefits.



Annually in October, the Social Security Administration (SSA) announces the cost-of-living adjustment (COLA) by which federal Social Security and SSI benefits are adjusted to reflect the increase, if any, in the cost of living. The federal COLA does not apply to state-paid disability benefits. Effective the day after the SSA has announced the COLA, SNRHA are required to factor in the COLA when determining Social Security and SSI annual income for all annual reexaminations and interim reexaminations of family income that have not yet been completed and will be effective January 1 or later of the upcoming year [Notice PIH 2023-27].

#### SNRHA Policy

Annual income includes “all amounts received,” not the amount that a family may be legally entitled to receive but which they do not receive. When the SSA overpays an individual, resulting in a withholding or deduction from their benefit amount until the overpayment is paid in full, SNRHA will use the reduced benefit amount after deducting only the amount of the overpayment withholding from the gross benefit amount. Further, if a family’s social security income is garnished for any reason, SNRHA will use the net amount after the garnishment in order to calculate the family’s income.

#### **Alimony and Child Support**

Annual income includes “all amounts received,” not the amount that a family may be legally entitled to receive but which they do not receive. For example, a family’s child-support or alimony income must be based on payments received, not the amounts to which the family is entitled by court or agency orders [Notice PIH 2023-27].

#### SNRHA Policy

SNRHA will count all regular payments of alimony or child support awarded as part of a divorce or separation agreement.

SNRHA will count court-awarded amounts for alimony and child support unless the family certifies and SNRHA verifies that the payments are not being made.

In order to verify that payments are not being made, SNRHA will review child support payments over the last three months.

If payments are being made regularly, SNRHA will use the amount received during the last 12 months (excluding any lump sums received). If payments have been made for a period less than 12 months, SNRHA will average all payments that have been made.

At new admission or interim recertification, if any lump sum payments were made in the past 12 months, SNRHA will determine the likelihood of the family receiving another similar payment within the next 12 months before deciding whether or not this amount will be included in the calculation of annual income.

If SNRHA determines and can appropriately verify that the family in all likelihood will not receive a similar payment, then the amount will not be considered when projecting annual income.

If SNRHA determines that it is likely that the family will receive a similar payment and can appropriately verify it, the amount will be included when projecting annual income.

If no payments have been made in the past three months and there are no lump sums, SNRHA will not include child support in annual income.



## **6-I.I. NONRECURRING INCOME [24 CFR 5.609(b)(24) and Notice PIH 2023-27]**

Nonrecurring income, which is income that will not be repeated beyond the coming year (e.g., 12 months following the effective date of the certification) based on information provided by the family, is excluded from annual income. SNRHA may accept a self-certification from the family stating that the income will not be repeated in the coming year. See Chapter 7 for SNRHA policies related to verification of nonrecurring income.

Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income as nonrecurring income, even if the source, date, or amount of the income varies.

Income that has a discrete end date and will not be repeated beyond the coming year during the family's upcoming annual reexamination period will be excluded from a family's annual income as nonrecurring income. This does not include unemployment income and other types of periodic payments that are received at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that can be extended.

Income amounts excluded under this category may include, but are not limited to:

- Nonrecurring payments made to the family or to a third party on behalf of the family to assist with utilities;
- Payments for eviction prevention;
- Security deposits to secure housing;
- Payments for participation in research studies (depending on the duration); and
- General one-time payments received by or on behalf of the family.

Nonrecurring income that is excluded under the regulations includes:

- Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment [24 CFR 5.609(b)(24)(i)].
- Direct federal or state payments intended for economic stimulus or recovery [24 CFR 5.609(b)(24)(ii)].
- Amounts directly received by the family as a result of state refundable tax credits or state or federal tax refunds at the time they are received [24 CFR 5.609(b)(24)(iii) and (iv)].
- Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries) [24 CFR 5.609(b)(24)(v)].
- Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization [24 CFR 5.609(b)(24)(vi)]. When calculating annual income, SNRHA are prohibited from assigning monetary value to non-monetary in-kind donations received by the family [Notice PIH 2023-27]. Non-recurring, non-monetary in-kind donations from friends and family are excluded as non-recurring income.



- Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings [24 CFR 5.609(b)(24)(vii)].

## **6-I.J. WELFARE ASSISTANCE**

### **Overview**

Welfare assistance is counted in annual income. Welfare assistance includes Temporary Assistance for Needy Families (TANF) and any payments to individuals or families based on need that are made under programs funded separately or jointly by federal, state, or local governments.

### **Sanctions Resulting in the Reduction of Welfare Benefits [24 CFR 5.615]**

SNRHA must make a special calculation of annual income when the welfare agency imposes certain sanctions on certain families. The full text of the regulation at 24 CFR 5.615 is provided as Exhibit 6-3. The requirements are summarized below. This rule applies only if a family was receiving HCV assistance at the time the sanction was imposed.

### **Covered Families**

The families covered by 24 CFR 5.615 are those “who receive welfare assistance or other public assistance benefits (‘welfare benefits’) from a State or other public agency (‘welfare agency’) under a program for which Federal, State or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance” [24 CFR 5.615(b)]

### **Imputed Income**

When a welfare agency imposes a sanction that reduces a family’s welfare income because the family commits fraud or fails to comply with the agency’s economic self-sufficiency program or work activities requirement, SNRHA must include in annual income “imputed” welfare income. SNRHA must request that the welfare agency provide the reason for the reduction of benefits and the amount of the reduction of benefits. The imputed welfare income is the amount that the benefits were reduced as a result of the sanction.

This requirement does not apply to reductions in welfare benefits: (1) at the expiration of the lifetime or other time limit on the payment of welfare benefits, (2) if a family member is unable to find employment even though the family member has complied with the welfare agency economic self-sufficiency or work activities requirements, or (3) because a family member has not complied with other welfare agency requirements [24 CFR 5.615(b)(2)].

### **Offsets**

The amount of the imputed welfare income is offset by the amount of additional income the family begins to receive after the sanction is imposed. When the additional income equals or exceeds the imputed welfare income, the imputed income is reduced to zero [24 CFR 5.615(c)(4)].

## **6-I.K. STATE PAYMENTS TO ALLOW INDIVIDUALS WITH DISABILITIES TO LIVE AT HOME [24 CFR 5.609(b)(19)]**





Payments made by or authorized by a state Medicaid agency (including through a managed care entity) or other state or federal agency to an assisted family to enable a member of the assisted family who has a disability to reside in the family's assisted unit are excluded.

Authorized payments may include payments to a member of the assisted family through state Medicaid-managed care systems, other state agencies, federal agencies or other authorized entities.

The payments must be received for caregiving services a family member provides to enable another member of the assisted family who has a disability to reside in the family's assisted unit. Payments to a family member for caregiving services for someone who is not a member of the assisted family (such as for a relative that resides elsewhere) are not excluded from income.

Furthermore, if the agency is making payments for caregiving services to the family member for an assisted family member and for a person outside of the assisted family, only the payments attributable to the caregiving services for the caregiver's assisted family member would be excluded from income.

#### **6-I.K. STATE PAYMENTS TO ALLOW INDIVIDUALS WITH DISABILITIES TO LIVE AT HOME [24 CFR 5.609(b)(19)]**

Payments made by or authorized by a state Medicaid agency (including through a managed care entity) or other state or federal agency to an assisted family to enable a member of the assisted family who has a disability to reside in the family's assisted unit are excluded.

Authorized payments may include payments to a member of the assisted family through state Medicaid-managed care systems, other state agencies, federal agencies or other authorized entities.

The payments must be received for caregiving services a family member provides to enable another member of the assisted family who has a disability to reside in the family's assisted unit. Payments to a family member for caregiving services for someone who is not a member of the assisted family (such as for a relative that resides elsewhere) are not excluded from income.

Furthermore, if the agency is making payments for caregiving services to the family member for an assisted family member and for a person outside of the assisted family, only the payments attributable to the caregiving services for the caregiver's assisted family member would be excluded from income.

#### **6-I.M. ADDITIONAL EXCLUSIONS FROM ANNUAL INCOME [24 CFR 5.609(b)]**

Other exclusions contained in 24 CFR 5.609(b) that have not been discussed earlier in this chapter include the following:

- Payments received for the care of foster children or foster adults or state or tribal kinship or guardianship care payments [24 CFR 5.609(b)(4)].



- Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation [24 CFR 5.609(b)(5)]. However, periodic payments paid at regular intervals (such as weekly, monthly, or yearly) for a period of greater than one year that are received in lieu of wages for workers' compensation are included in annual income [Notice PIH 2023-27].
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member [24 CFR 5.609(b)(6)].
- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled [24 CFR 5.609(b)(7)].
- Income and distributions from any Coverdell education savings account under Section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under Section 529 of such Code [24 CFR 5.609(b)(10)].
- Income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by federal, state, or local government [24 CFR 5.609(b)(10)].
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire [24 CFR 5.609(b)(11)].
- Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance [24 CFR 5.609(b)(17)]. This income exclusion applies only to veterans in need of regular aid and attendance and not to other beneficiaries of the payments, such as a surviving spouse [Notice PIH 2023-27].
- Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car) [24 CFR 5.609(b)(20)]. The loan borrower or co-borrower must be a member of the family for this income exclusion to be applicable [Notice PIH 2023-27].
- Payments received by tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other federal law [24 CFR 5.609(b)(21)]. Generally, payments received by tribal members in excess of the first \$2,000 of per capita shares are included in a family's annual income for purposes of determining eligibility. However, as explained in Notice PIH 2023-27, payments made under the Cobell Settlement, and certain per capita payments under the recent Tribal Trust Settlements, must be excluded from annual income in HUD programs that adopt the



definitions of annual income in 24 CFR 5.609, the Census Long Form, and the IRS Form 1040, including the programs affected by Notice PIH 2023-27.

- Replacement housing “gap” payments made in accordance with 49 CFR Part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments [24 CFR 5.609(b)(23)].
- Income earned on amounts placed in a family’s Family Self-Sufficiency account [24 CFR 5.609(b)(27)].
- Amounts received by participants in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program [24 CFR 5.609(c)(12)(ii)].
- Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS) [(24 CFR 5.609(b)(12)(i)].
- Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for SNRHA or owner, on a part-time basis, that enhances the quality of life in the development [24 CFR 5.600(b)(12)(iii)].
- Incremental earnings and benefits to any family member resulting from participation in qualifying training program funded by HUD or in qualifying federal, state, tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff are excluded from annual income. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the training program unless those amounts are excluded under 24 CFR 5.609(b)(9)(i) [24 CFR 5.609(b)(12)(iv)].

#### SNRHA Policy

SNRHA defines training program as “a learning process with goals and objectives, generally having a variety of components, and taking place in a series of sessions over a period of time. It is designed to lead to a higher level of proficiency, and it enhances the individual’s ability to obtain employment. It may have performance standards to measure proficiency. Training may include but is not limited to: (1) classroom training in a specific occupational skill, (2) on-the-job training with wages subsidized by the program, or (3) basic education” [expired Notice PIH 98-2, p. 3].



SNRHA defines incremental earnings and benefits as the difference between (1) the total amount of welfare assistance and earnings of a family member prior to enrollment in a training program and (2) the total amount of welfare assistance and earnings of the family member after enrollment in the program [expired Notice PIH 98-2, pp. 3–4].

In calculating the incremental difference, SNRHA will use as the pre-enrollment income the total annualized amount of the family member’s welfare assistance and earnings reported on the family’s most recently completed HUD-50058.

End of participation in a training program must be reported in accordance with SNRHA’s interim reporting requirements (see Chapter 11).

- Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era [24 CFR 5.609(b)(13)].
- Adoption assistance payments for a child in excess of the amount of the dependent deduction per adopted child [24 CFR 5.609(b)(15)].
- Refunds or rebates on property taxes paid on the dwelling unit [24 CFR 5.609(b)(20)].
- Amounts that HUD is required by federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR 5.609(b) apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary [24 CFR 5.609(b)(22)].

HUD publishes an updated list of these exclusions periodically. The most recent list of exclusions was published in the Federal Register on May 20, 2014. It includes:

- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b))
- b. Benefits under Section 1780 of the School Lunch Act and Child Nutrition Act of 1966, including WIC
- c. Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058)
- d. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c))
- e. Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e)
- f. Payments or allowances made under the Department of Health and Human Services’ Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f))
- g. Payments received under programs funded in whole or in part under the Workforce Investment Act of 1998 (29 U.S.C. 2931)
- h. Deferred disability benefits from the Department of Veterans Affairs, whether received as a lump sum or in monthly prospective amounts



- i. Income derived from the disposition of funds to the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04)
- j. Payments, funds, or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b))
- k. A lump sum or periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the United States District Court case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010
- l. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U. S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408)
- m. Benefits under the Indian Veterans Housing Opportunity Act of 2010 (only applies to Native American housing programs)
- n. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f))
- o. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in *In Re Agent Orange* product liability litigation, M.D.L. No. 381 (E.D.N.Y.)
- p. Payments received under 38 U.S.C. 1833(c) to children of Vietnam veterans born with spinal bifida, children of women Vietnam veterans born with certain birth defects, and children of certain Korean service veterans born with spinal bifida
- q. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721)
- r. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q)
- s. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j))
- t. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433)
- u. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965j, including awards under federal work-study programs or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu). For Section 8 programs, the exception found in § 237 of Public Law 109-249 applies and requires that the amount of financial assistance in excess of tuition and mandatory fees shall be considered income in accordance with the provisions codified at 24 CFR 5.609(b)(9), except for those persons with disabilities as defined by 42 U.S.C. 1437a(b)(3)(E) (Pub. L. 109-249) (See Section 6-I.L. for exceptions.)
- v. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d))
- w. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the



- commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602)
- x. Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002
  - y. Payments made from the proceeds of Indian tribal trust cases as described in Notice PIH 2013-30, "Exclusion from Income of Payments under Recent Tribal Trust Settlements" (25 U.S.C. 117b(a))
  - z. Major disaster and emergency assistance received under the Robert T. Stafford Disaster Relief and Emergency Assistance Act and comparable disaster assistance provided by states, local governments, and disaster assistance organizations
  - aa. Distributions from an ABLÉ account, and actual or imputed interest on the ABLÉ account balance [See also Notice PIH 2019-09]

## **PART II: ASSETS**

### **6-II.A. OVERVIEW**

Annual income includes all actual anticipated income from assets (unless otherwise excluded by the regulations) even if the asset itself is excluded from net family assets [Notice PIH 2023-27].

The regulation at 24 CFR 5.603(b)(3) provides a list of items that are excluded from the calculation of net family assets. Note, unlike previous version of the regulations, the current regulations do not list types of assets that are included in annual income. Instead, HUD relies on the definition of items excluded from assets to provide the scope of what is included. Exhibit 6-2 provides the regulatory definition of *net family assets*.

Optional policies for family self-certification of assets are found in Chapter 7. Policies related to the asset limitation may be found in Chapter 3.

Income from assets is always anticipated, irrespective of the income examination type.

#### SNRHA Policy

SNRHA generally will use current circumstances to determine both the value of an asset and the anticipated income from the asset. SNRHA will use other than current circumstances to anticipate income when (1) an imminent change in circumstances is expected, (2) it is not feasible to anticipate a level of income over 12 months, or (3) SNRHA believes that past income is the best indicator of anticipated income. For example, if a family member owns real property that typically receives rental income, but the property is currently vacant, SNRHA can take into consideration past rental income along with the prospects of obtaining a new tenant.

Any time current circumstances are not used to determine asset income, a clear rationale for the decision will be documented in the file. In such cases, the family may present information and documentation to SNRHA to show why the asset income determination does not represent the family's anticipated asset income.



## **6-II.B. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE** **[24 CFR 5.603(b)(2)]**

SNRHA must include the value of any business or family assets disposed of by an applicant or participant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application or reexamination, as applicable, in excess of the consideration received for the asset.

An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value. [Notice PIH 2023-27].

### **Minimum Threshold**

HUD does not specify a minimum threshold for counting assets disposed of for less than fair market value. A SNRHA may establish a policy to ignore small amounts such as charitable contributions [New PH OCC GB, *Income Determinations*, p. 24].

#### SNRHA Policy

SNRHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.

### **Separation or Divorce**

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

#### SNRHA Policy

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

### **Foreclosure or Bankruptcy**

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

### **Asset Owned by a Business Entity**

If a business entity (e.g., limited liability company or limited partnership) owns the asset, then the family's asset is their ownership stake in the business, not some portion of the business's assets. However, if the family holds the assets in their own name (e.g., they own one third of a Restaurant) rather than in the name of a business entity, then the percentage value of the asset owned by the family is what is counted toward net family assets (e.g., one-third of the value of the restaurant) [Notice PIH 2023-27].



## **Family Declaration**

### SNRHA Policy

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. SNRHA may verify the value of the assets disposed of if other information available to SNRHA does not appear to agree with the information reported by the family.

## **6-II.B. ASSETS DISPOSED OF FOR LESS THAN FAIR MARKET VALUE [24 CFR 5.603(b)(2)]**

SNRHA must include the value of any business or family assets disposed of by an applicant or participant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application or reexamination, as applicable, in excess of the consideration received for the asset.

An asset moved to a retirement account held by a member of the family is not considered to be an asset disposed of for less than fair market value. [Notice PIH 2023-27].

### **Minimum Threshold**

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### SNRHA Policy

SNRHA will not include the value of assets disposed of for less than fair market value unless the cumulative fair market value of all assets disposed of during the past two years exceeds the gross amount received for the assets by more than \$1,000.

### **Separation or Divorce**

The regulation also specifies that assets are not considered disposed of for less than fair market value if they are disposed of as part of a separation or divorce settlement and the applicant or tenant receives important consideration not measurable in dollar terms.

### SNRHA Policy

All assets disposed of as part of a separation or divorce settlement will be considered assets for which important consideration not measurable in monetary terms has been received. In order to qualify for this exemption, a family member must be subject to a formal separation or divorce settlement agreement established through arbitration, mediation, or court order.

### **Foreclosure or Bankruptcy**

Assets are not considered disposed of for less than fair market value when the disposition is the result of a foreclosure or bankruptcy sale. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.





### **Asset Owned by a Business Entity**

If a business entity (e.g., limited liability company or limited partnership) owns the asset, then the family's asset is their ownership stake in the business, not some portion of the business's assets. However, if the family holds the assets in their own name (e.g., they own one third of a restaurant) rather than in the name of a business entity, then the percentage value of the asset owned by the family is what is counted toward net family assets (e.g., one-third of the value of the restaurant) [Notice PIH 2023-27].

### **Family Declaration**

#### SNRHA Policy

Families must sign a declaration form at initial certification and each annual recertification identifying all assets that have been disposed of for less than fair market value or declaring that no assets have been disposed of for less than fair market value. SNRHA may verify the value of the assets disposed of if other information available to SNRHA does not appear to agree with the information reported by the family.

## **6-II.C. ASSET INCLUSIONS AND EXCLUSIONS**

### **Checking and Savings Accounts [Notice PIH 2023-27]**

HUD considers bank accounts as non-necessary items of personal property. Whether or not necessary personal property is counted toward net family assets depends on the combined value of all of the family's assets.

- When the combined value of net family assets is greater than \$50,000, as adjusted by inflation, checking and/or savings accounts would be counted toward net family assets.
- When the combined value of all non-necessary personal property does not exceed \$50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets. In this case, the value of the family's checking and/or savings accounts would not be considered when calculating net family assets.

However, actual income from checking and savings accounts is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded.

### **ABLE Accounts [24 CFR 5.609(b)(10); Notice PIH 2019-09]**

An Achieving a Better Life Experience (ABLE) account is a type of tax-advantaged savings account that an eligible individual can use to pay for qualified disability expenses. Section 103 of the ABLE Act mandates that an individual's ABLE account (specifically, its account balance, contributions to the account, and distributions from the account) is excluded when determining the designated beneficiary's eligibility and continued occupancy under certain federal means-tested programs. SNRHA must exclude the entire value of the individual's ABLE account from the household's assets. Distributions from the ABLE account are also not considered income. However, all wage income received, regardless of which account the money is paid to, is included as income.



## **Investment Accounts Such as Stocks, Bonds, Saving Certificates, and Money Market Funds [24 CFR 5.603(b)(1)]**

HUD considers financial investments such as stocks and bonds non-necessary items of personal property. Whether on-necessary personal property is counted toward net family assets depends on the combined value of all of the family's assets.

- When the combined value of net family assets is greater than \$50,000, as adjusted by inflation, financial investments such as stocks and bonds are considered part of net family assets. In this case, the value of the family's checking and/or savings accounts would be counted toward net family assets.
- When the combined value of all non-necessary personal property does not exceed \$50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets. In this case, the value of the family's financial investments such as stocks and bonds would not be considered when calculating net family assets.

However, actual income from financial accounts is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded. When a stock issues dividend in some years but not others (e.g., due to market performance), the dividend is counted as the actual return when it is issued, but when no dividend is issued, the actual return is \$0. When the stock never issues dividends, the actual return is \$0.

### SNRHA Policy

SNRHA will include interest or dividends earned by investment accounts as actual income from assets even when the earnings are reinvested.

The cash value of such an asset is determined by deducting from the market value any broker fees, penalties for early withdrawal, or other costs of converting the asset to cash.

In determining the market value of an investment account, SNRHA will use the value of the account on the most recent investment report.

## **Necessary and Non-Necessary Personal Property [24 CFR 5.603(b)(3)(i)]**

All assets are categorized as either *real property* (e.g., land, a home) or *personal property*.

*Personal property* includes tangible items, like boats, as well as intangible items, like bank accounts.

The value of **necessary** items of personal property is excluded from the calculation of net family assets.

HUD defines *necessary personal property* are items essential to the family for the maintenance, use, and occupancy of the premises as a home; or they are necessary for employment, education, or health and wellness. Necessary personal property includes more than merely items that are indispensable to the bare existence of the family. It may include personal effects (such as items that are ordinarily worn or utilized by the individual), items that are convenient or useful to a reasonable existence, and items that support and facilitate daily life within the family's home. Necessary personal property also includes items that assist a household member with a disability, including any items related to disability-related needs, or that may be required for a reasonable accommodation for a person with a disability. Necessary personal property does not include bank



accounts, other financial investments, or luxury items. Items of personal property that do not qualify as necessary personal property are classified as non-necessary personal property.

The combined value of all **non-necessary** items of personal property is only included in annual income when the combined total value exceeds \$50,000 (adjusted annually). When the combined value of all non-necessary personal property does not exceed \$50,000, as adjusted by inflation, all non-necessary personal property is excluded from net family assets.

While not an exhaustive list, the following table from Notice PIH 2023-27 provides examples of necessary and non-necessary personal property.

| Necessary Personal Property  | Non-Necessary Personal Property   |
|--|---|
| <p>Car(s)/vehicle(s) that a family relies on for transportation for personal or business use (e.g., bike, motorcycle, skateboard, scooter)</p> <p>Furniture, carpets, linens, kitchenware</p> <p>Common appliances</p> <p>Common electronics (e.g., radio, television, DVD player, gaming system)</p> <p>Clothing</p> <p>Personal effects that are not luxury items cultural value, or which does not hold family (e.g., toys, books) significance</p> <p>Wedding and engagement rings</p> <p>Jewelry used in religious/cultural celebrations and ceremonies</p> <p>Religious and cultural items</p> <p>Medical equipment and supplies</p> <p>Health care–related supplies</p> <p>Musical instruments used by the family</p> <p>Personal computers, phones, tablets, and related equipment</p> <p>Professional tools of trade of the family, for example professional books</p> <p>Educational materials and equipment used by the family, including equipment to accommodate persons with disabilities</p> <p>Equipment used for exercising (e.g., treadmill, stationary bike, kayak, paddleboard, ski equipment)</p> | <p>Recreational car/vehicle not needed for day-to-day transportation for personal or business use (campers, motorhomes, traveling trailers, all-terrain vehicles (ATVs))</p> <p>Bank accounts or other financial investments (e.g., checking account, savings account, stocks/bonds)</p> <p>Recreational boat/watercraft</p> <p>Expensive jewelry without religious or cultural value, or which does not hold family significance</p> <p>Collectibles (e.g., coins/stamps)</p> <p>Equipment/machinery that is not used to generate income for a business</p> <p>Items such as gems/precious metals, antique cars, artwork, etc.</p> |



### SNRHA Policy

In determining the value of non-necessary personal property, SNRHA will use the family's estimate of the value. SNRHA may obtain an appraisal if there is reason to believe that the family's estimated value is off by \$50 or more. The family must cooperate with the appraiser but cannot be charged any costs related to the appraisal.

### **Lump-Sum Additions to Net Family Assets [24 CFR 5.609(b)(24)(viii); Notice PIH 2023-27]**

The regulations exclude income from lump-sum additions to family assets, including lottery or other contest winnings as a type of nonrecurring income.

In addition, lump sums from insurance payments, settlements for personal or property losses, and recoveries from civil actions or settlements based on claims of malpractice, negligence, or other breach of duty owed to a family member arising out of law that resulted in a member of the family becoming a family member with a disability are excluded from income.

Further, deferred periodic amounts from Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts are also excluded from income.

However, these amounts may count toward net family assets. SNRHA must consider any actual or imputed returns from assets as income at the next applicable income examination. In the case where the lump sum addition to assets would lead to imputed income, which is unearned income, that increases the family's annual adjusted income by 10 percent or more, then the addition of the lump sum to the family's assets will trigger an immediate interim reexamination of income in accordance with Chapter 9. This reexamination of income must take place as soon as the lump sum is added to the family's net family assets unless the addition takes place in the last three months of family's income certification period and SNRHA chooses not to conduct the examination.

For a discussion of lump-sum payments that represent the delayed start of a periodic payment, most of which are counted as income, see sections 6-I.H and 6-I.I.

### SNRHA Policy

Any lump-sum receipts are only counted as assets if they are retained by a family in a form recognizable as an asset. [RHIIP FAQs]. For example, if the family receives a \$1,000 lump sum for lottery winnings, and the family immediately spends the entire amount, the lump sum will not be counted toward net family assets.

### **Jointly Owned Assets [Notice PIH 2023-27]**

For assets owned jointly by the family and one or more individuals outside of the assisted family, SNRHA must include the total value of the asset in the calculation of net family assets, unless:

- The asset is otherwise excluded;
- The family can demonstrate that the asset is inaccessible to them; or
- The family cannot dispose of any portion of the asset without the consent of another owner who refuses to comply.



If the family demonstrates that they can only access a portion of an asset, then only that portion's value is included in the calculation of net family assets for the family.

Any income from a jointly owned asset must be included in annual income, unless:

- The income is specifically excluded;
- The family demonstrates that they do not have access the income from that asset; or
- The family only has access to a portion of the income from that asset.

### SNRHA Policy

If the family demonstrates that they can only access a portion of the income from an asset, then only that portion's value is included in the calculation of income from assets.

If an individual is a beneficiary who is entitled to access the account's funds only upon the death of the account's owner, and may not otherwise withdraw funds from an account, then the account is not an asset to the assisted family, and the family should provide proper documentation demonstrating that they are only a beneficiary on the account.

### **Trusts [24 CFR 5.609(b)(2) and 5.603(b)(4)]**

A *trust* is a legal arrangement generally regulated by state law in which one party (the creator or grantor) transfers property to a second party (the trustee) who holds the property for the benefit of one or more third parties (the beneficiaries).

The following types of trust distributions are excluded from annual income:

- Distributions of the principal or corpus of the trust; and
- Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

The basis for determining how to treat trusts relies on information about who has access to either the principal in the account or the income from the account. There are two types of trusts, revocable and irrevocable.

When the creator sets up an irrevocable trust, the creator has no access to the funds in the account. Irrevocable trusts not under the control of any member of the family or household are not assets. Typically, special needs trusts are considered irrevocable. The value of the trust is not included in net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household [24 CFR 5.603(b)(4)]. Where an irrevocable trust is excluded from net family assets, SNRHA must not consider actual income earned by the trust (e.g., interest earned, rental income if property is held in the trust) for so long as the income from the trust is not distributed. If the value of the trust is not considered part of the family's net assets, then distributions from the trust are treated as follows:

- All distributions from the trust's principal are excluded from income.
- Distributions of income earned by the trust (i.e., interest, dividends, realized gains, or other earnings on the trust's principal), are included as income unless the distribution is used to pay for the health and medical expenses for a minor.



Revocable trusts under the control of the family or household (e.g., the grantor is a member of the assisted family or household) are considered assets and must be included in net family assets.

If the value of the trust is considered part of the family's net assets, then distributions from the trust are not considered income to the family. SNRHA must count all actual returns (e.g., interest earned) from the trust as income or, if the trust has no actual returns (e.g., if the trust is comprised of farmland that is not in use) and the total value of the combined net family assets exceeds \$50,000 (as that amount is updated for inflation), as imputed returns, as applicable.

### **Life Insurance [FR Notice 2/14/23 and Notice PIH 2023-27]**

Net family assets do not include the value of term life insurance, which has no cash value to the individual before death.

The cash value of a life insurance policy available to a family member before death, such as a whole life or universal life policy, is included in the calculation of the value of the family's assets. The cash value is the surrender value. While the cash value of an insurance policy is considered an asset, the face value of any policy is not. If such a policy earns dividends or interest that the family could elect to receive, the amount of dividends or interest is counted as income from the asset whether or not the family actually receives it.

### **Tax Refunds [24 CFR 5.603(b)(3)(xi) and Notice PIH 2023-27]**

All amounts received by a family in the form of federal tax refunds or refundable tax credits are excluded from a family's net family assets for a period of 12 months after receipt by the family.

At the time of an annual or interim reexamination of income, if the federal tax refund was received during the 12 months preceding the effective date of the reexamination, then the amount of the refund that was received by the family is subtracted from the total value of the account in which the federal tax refund or refundable tax credits were deposited. When the subtraction results in a negative number, then the balance of the asset is considered \$0.

If the tax refund or refundable tax credit is deposited into another excluded asset, such as a retirement account or a Coverdell Education Savings Account, then the deposit will have no effect on the balance of the asset (i.e., there is no need for SNRHA to subtract the amount of the deposit from the value of the excluded asset).

### **Asset Exclusions [24 CFR 5.603(b)]**

The following are excluded from the calculations of net family assets:

- The value of any account under a retirement plan recognized as such by the IRS, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals [24 CFR 5.603(b)(3)(iii)].
- The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located [24 CFR 5.603(b)(3)(iv)].
  - Real property as used in this part has the same meaning as that provided under the law of the state in which the property is located [24 CFR 5.100].
  - Examples of this include but are not limited to co-ownership situations (including situations where one owner is a victim of domestic violence), where one party



cannot unilaterally sell the real property; property that is tied up in litigation; and inherited property in dispute [Notice PIH 2023-27].

- Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability [24 CFR 5.603(b)(3)(v)];
- The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 [24 CFR 5.603(b)(3)(vi)];
- The value of any qualified tuition program under Section 529 of such Code [24 CFR 5.603(b)(3)(vi)];
- The value of any “baby bond” account created, authorized, or funded by federal, state, or local government [24 CFR 5.603(b)(3)(vi)];
- Interests in Indian trust land [24 CFR 5.603(b)(3)(vii)];
- Equity in a manufactured home where the family receives assistance under 24 CFR part 982 [24 CFR 5.603(b)(3)(viii)];
- Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982 [24 CFR 5.603(b)(3)(ix)];
- Family Self-Sufficiency accounts [24 CFR 5.603(b)(3)(x)];
- Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family [24 CFR 5.603(b)(3)(xi)];
- The full amount of assets held in an irrevocable trust [Notice PIH 2023-27]; and
- The full amount of assets held in a revocable trust where a member of the family is the beneficiary, but the grantor/owner and trustee of the trust is not a member of the participant family or household [Notice PIH 2023-27].

#### **6-II.D. DETERMINING INCOME FROM ASSETS**

In some cases, amounts that are excluded from net family assets may be included as annual income when disbursements are made to a family from an asset. In other cases, amounts are excluded from annual income as a lump-sum addition to net family assets, but those funds are then considered a net family asset if held in an account or other investment that is considered part of net family assets [Notice PIH 2023-27].



## Net Family Assets

*Net family assets* are defined as the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

### SNRHA Policy

Reasonable costs that would be incurred when disposing of an asset include, but are not limited to, penalties for premature withdrawal, broker and legal fees, and settlement costs incurred in real estate transactions such as settlement costs and transfer taxes [New PH OCC GB, *Income Determinations*, p. 24].

The calculation of asset income sometimes requires SNRHA to make a distinction between an asset's market value and its cash value.

- The market value of an asset is its worth in the market (e.g., the amount a buyer would pay for real estate or the total value of an investment account).
- The cash value of an asset is its market value less all reasonable amounts that would be incurred when converting the asset to cash.

The cash value of real property or other assets with negative equity would be considered \$0 for the purposes of calculating net family assets. Negative equity in real property or other investments does not prohibit the family from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets [Notice PIH 2023-27].

### Actual Income from Assets

Income from assets must be included on the Form HUD-50058 regardless of the amount of income. Actual income from assets is always included in a family's annual income, regardless of the total value of net family assets or whether the asset itself is included or excluded from net family assets, unless that income is specifically excluded by 24 CFR 5.609(b).

Income or returns from assets are generally considered to be interest, dividend payments, and other actual income earned on the asset, and not the increase in market value of the asset. The increase in market value is relevant to the cash value of the asset for the purpose of determining total net family assets and imputing income.

SNRHA may determine the net assets of a family based on a self-certification by the family that the net family assets do not exceed \$50,000 (adjusted annually by HUD), without taking additional steps to verify the accuracy of the declaration [24 CFR 5.618(b)]. Policies related to verification of assets are found in **Chapter 7** of this policy.

SNRHA may not calculate or include any imputed income from assets when net family assets total \$50,000 or less [24 CFR 5.609(b)(1)]. The actual income from assets must be included on the Form HUD-50058.





## **Imputed Income from Assets**

When net family assets exceed \$50,000 (adjusted annually by HUD), SNRHA may not rely on self-certification. If actual returns can be calculated, SNRHA must include actual income from the asset on the Form HUD-50058 (for example, a savings account or CD where the rate of return is known). If actual returns cannot be calculated, SNRHA must calculate imputed returns using the HUD-determined passbook rate (for example, real property or a non-necessary item of personal property such as a recreational boat). If SNRHA can compute actual income from some but not all assets, SNRHA must compute actual returns where possible and use the HUD-determined passbook rate for assets where actual income cannot be calculated [24 CFR 5.609(a)(2)].

An asset with an actual return of \$0 (such as a non-interest-bearing checking account), is not the same as an asset for which an actual return cannot be computed (such as non-necessary personal property). If the asset is a financial asset and there is no income generated (for example, a bank account with a zero percent interest rate or a stock that does not issue cash dividends), then the asset generates zero actual asset income, and imputed income is not calculated. When a stock issues dividend in some years but not others (e.g., due to market performance), the dividend is counted as the actual return when it is issued, and when no dividend is issued, the actual return is \$0. When the stock never issues dividends, the actual return is consistently \$0.

## **PART III: ADJUSTED INCOME**

### **6-III.A. INTRODUCTION**

#### **Overview**

HUD regulations require SNRHA to deduct from annual income any of five mandatory deductions for which a family qualifies and allow SNRHA to deduct other permissive deductions in accordance with SNRHA policy. The resulting amount is the family's adjusted income. Mandatory deductions are found in 24 CFR 5.611.



5.611 *Adjusted income* means annual income (as determined under § 5.609) of the members of the family residing or intending to reside in the dwelling unit, after making the following deductions:

(a) *Mandatory deductions*

- (1) \$480 for each dependent (adjusted annually by HUD, rounded to the next lowest multiple of \$25);
- (2) \$525 for any elderly family or disabled family (adjusted annually by HUD, rounded to the next lowest multiple of \$25);
- (3) The sum of the following, to the extent the sum exceeds ten percent of annual income:
  - (i) Unreimbursed health and medical care expenses of any elderly family or disabled family;
  - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed; and
- (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

This part covers policies related to these mandatory deductions. Verification requirements related to these deductions are found in Chapter 7.

### **Calculating Expenses**

#### SNRHA Policy

Generally, SNRHA will use current circumstances to anticipate expenses. When possible, for costs that are expected to fluctuate during the year (e.g., child care during school and non-school periods and cyclical medical expenses), SNRHA will estimate costs based on historic data and known future costs.

If a family has an accumulated debt for medical or disability assistance expenses, SNRHA will include as an eligible expense the portion of the debt that the family expects to pay during the period for which the income determination is being made. However, amounts previously deducted will not be allowed even if the amounts were not paid as expected in a preceding period. SNRHA may require the family to provide documentation of payments made in the preceding year.

When calculating health and medical care expenses, SNRHA will include those expenses anticipated to be incurred during the 12 months following the certification date which are not covered by an outside source, such as insurance. The allowance is not intended to give a family an allowance equal to last year's expenses, but to anticipate regular ongoing and anticipated expenses during the coming year. Since these expenses are anticipated, the *PH Occupancy Guidebook* states "it is likely that actual expenses will not match what was anticipated. Typically, this would not be considered an underpayment as long as at the time of the annual reexamination, the expenses were calculated based on the appropriate verification" [New PH OCC GB, *Income Determinations*, p. 30]. For annual reexaminations, SNRHA will use information for the previous 12-month period.



### **6-III.B. DEPENDENT DEDUCTION**

An allowance of \$480 is deducted from annual income for each dependent (which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25) [24 CFR 5.611(a)(1)].

*Dependent* is defined as any family member other than the head, spouse, or cohead who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

### **6-III.C. ELDERLY OR DISABLED FAMILY DEDUCTION**

A single deduction of \$525 is taken for any elderly or disabled family (which amount will be adjusted by HUD annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers, rounded to the next lowest multiple of \$25) [24 CFR 5.611(a)(2)].

An *elderly family* is a family whose head, spouse, cohead, or sole member is 62 years of age or older, and a *disabled family* is a family whose head, spouse, cohead, or sole member is a person with disabilities [24 CFR 5.403].

### **6-III.D. HEALTH AND MEDICAL CARE EXPENSES DEDUCTION [24 CFR 5.611(a)(3)(i)]**

Unreimbursed health and medical care expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed ten percent of annual income.

This deduction is permitted only for families in which the head, spouse, or cohead is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted.

#### **Definition of Medical Expenses**

HUD regulations define *health and medical care expenses* at 24 CFR 5.603(b) to mean “any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.” Medical insurance premiums continue to be eligible health and medical care expenses. Health and medical care expenses may be deducted from annual income only if they are eligible and not otherwise reimbursed and may only be deducted for elderly or disabled families.

Although HUD revised the definition of *health and medical care expenses* to reflect the Internal Revenue Service (IRS) general definition of medical expenses, HUD is not permitting SNRHA to specifically align their policies with IRS Publication 502 for determining which expenses are included in HUD’s mandatory deduction for health and medical care expenses. SNRHA must review each expense to determine whether it is eligible in accordance with HUD’s definition of *health and medical care expenses*.

### **Families That Qualify for Both Medical and Disability Assistance Expenses**

#### SNRHA Policy



This policy applies only to families in which the head, spouse, or cohead is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either a health and medical care or disability assistance expenses, SNRHA will consider them health and medical care expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

### **6-III.E. DISABILITY ASSISTANCE EXPENSES DEDUCTION [24 CFR 5.603(b) and 24 CFR 5.611(a)(3)(ii)]**

Unreimbursed reasonable expenses for attendant care and auxiliary apparatus for each member of the family who is a person with disabilities may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed ten percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

#### **Earned Income Limit on the Disability Assistance Expense Deduction**

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a)(3)(ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

#### **SNRHA Policy**

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, SNRHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When SNRHA determines that the disability assistance expenses enable more than one family member to work, the expenses will be capped by the sum of the family members’ incomes. [New PH OCC GB, *Income Determination*, p. 28].

#### **Eligible Auxiliary Apparatus [Notice PIH 2023-27]**

Auxiliary apparatus item may include expenses for wheelchairs, ramps, adaptations to vehicles, guide dogs, assistance animals, or special equipment to enable a person who is blind or has low vision to read or type, or special equipment to assist a person who is deaf or hard of hearing.

#### **Eligible Attendant Care [Notice PIH 2023-27]**

Examples of attendant care expenses can include teaching a person with disabilities how to perform day-to-day tasks independently like cleaning, bathing, doing laundry, and cooking. Attendant care can be 24-hour care, or care during sporadic periods throughout the day. The family determines the type of attendant care that is appropriate for the person with disabilities.



### SNRHA Policy

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

If the care attendant also provides other services to the family, SNRHA will prorate the cost and allow only that portion of the expenses attributable to attendant care that enables a family member to work. For example, if the care provider also cares for a child who is not the person with disabilities, the cost of care must be prorated. Unless otherwise specified by the care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

### **Payments to Family Members**

No disability assistance expenses may be deducted for payments to a member of an assisted family [24 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the assisted family may be deducted if they are not reimbursed by an outside source.

### **Necessary and Reasonable Expenses**

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

### SNRHA Policy

SNRHA determines the reasonableness of the expenses based on typical costs of care or apparatus in the locality. To establish typical costs, SNRHA will collect information from organizations that provide services and support to persons with disabilities. A family may present, and SNRHA will consider, the family's justification for costs that exceed typical costs in the area.

### **Families That Qualify for Both Medical and Disability Assistance Expenses**

#### SNRHA Policy

This policy applies only to families in which the head or spouse is 62 or older or is a person with disabilities.

When expenses anticipated by a family could be defined as either health and medical care or disability assistance expenses, SNRHA will consider them health and medical care expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

### **6-III.F. CHILD CARE EXPENSE DEDUCTION**

HUD defines *child care expenses* at 24 CFR 5.603(b) as “amounts anticipated to be paid by the family for the care of children under 13 years of age (including foster children) during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect



reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.”

### **Clarifying the Meaning of *Child* for This Deduction**

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family’s household [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family’s household are included when determining the family’s child care expenses [HCV GB, p. 5-29].

### **Qualifying for the Deduction**

#### **Determining Who Is Enabled to Pursue an Eligible Activity**

##### SNRHA Policy

The family must identify the family member(s) enabled to pursue an eligible activity. The term *eligible activity* in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family’s request, SNRHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

#### **Seeking Work**

##### SNRHA Policy

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member’s efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member’s job search efforts are not commensurate with the child care expense being allowed by SNRHA.

#### **Furthering Education**

##### SNRHA Policy

If the child care expense being claimed is to enable a family member to further their education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

#### **Being Gainfully Employed**

##### SNRHA Policy

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member’s employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.



## **Earned Income Limit on Child Care Expense Deduction**

When a family member looks for work or furthers their education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 5.603(b)].

The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

When the person who is enabled to work is a person with disabilities who receives the earned income disallowance (EID) or a full-time student whose earned income above \$480 is excluded, child care costs related to enabling a family member to work may not exceed the portion of the person’s earned income that actually is included in annual income. For example, if a family member who qualifies for the EID makes \$15,000 but because of the EID only \$5,000 is included in annual income, child care expenses are limited to \$5,000.

SNRHA must not limit the deduction to the least expensive type of child care. If the care allows the family to pursue more than one eligible activity, including work, the cap is calculated in proportion to the amount of time spent working [HCV GB, p. 5-30].

### SNRHA Policy

When the child care expense being claimed is to enable a family member to work, only one family member’s income will be considered for a given period of time. When more than one family member works during a given period, SNRHA generally will limit allowable child care expenses to the earned income of the lowest-paid member. The family may provide information that supports a request to designate another family member as the person enabled to work.

## **Eligible Child Care Expenses**

The type of care to be provided is determined by the assisted family. SNRHA may not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care [VG, p. 26].

## **Allowable Child Care Activities**

### SNRHA Policy

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family’s unit are not eligible; however, payments for child care to relatives who do not live in the unit are eligible.

If a child care provider also renders other services to a family or child care is used to enable a family member to conduct activities that are not eligible for consideration, SNRHA will prorate the costs and allow only that portion of the expenses that is attributable to child care for eligible activities. For example, if the care provider also cares for a child with disabilities who is 13 or



older, the cost of care will be prorated. Unless otherwise specified by the child care provider, the calculation will be based upon the number of hours spent in each activity and/or the number of persons under care.

### **Necessary and Reasonable Costs**

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further their education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

#### SNRHA Policy

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, SNRHA will use the schedule of child care costs from a qualified local entity that either subsidizes child care costs or licenses child care providers. Families may present, and SNRHA will consider, justification for costs that exceed typical costs in the area.

### **6-III.G. HARDSHIP EXEMPTIONS [24 CFR 5.611(c), (d), and (e)]**

#### **Health and Medical Care and Disability Assistance Expenses [24 CFR 5.611(c); Notice PIH 2023-27]**

The regulations provide for two types of hardship exemption categories for families that qualify for unreimbursed health and medical care expenses and/or disability assistance expenses. A family will benefit from this hardship exemption only if the family has eligible expenses that can be deducted in excess of five percent of annual income. In order to claim unreimbursed health and medical care expenses, the family must have a head, cohead, or spouse that is elderly or a person with a disability. In order to claim unreimbursed reasonable attendant care and auxiliary apparatus expenses, the family must include a person with a disability, and the expenses must enable any member of the family (including the member who is a person with a disability) to be employed.

Families may be eligible for relief under one of two categories; phased-in relief or general relief, as defined below.

#### **Phased-In Relief**

The first category is applicable to all families who received a deduction for unreimbursed health and medical care and/or reasonable attendant care or auxiliary apparatus expenses based on their most recent income review prior to January 1, 2024. The family must receive phased-in relief if they are determined to be eligible as of January 1, 2024. These families will begin receiving a 24-month phased-in relief at their next annual or interim reexamination, whichever occurs first.

For these families, the threshold amount is phased-in as follows:

- The family is eligible for a deduction totaling the sum of expenses that exceeds 5 percent of annual income for the first 12 months.





- At the conclusion of 12 months, the family is eligible for a deduction totaling the sum of their expenses that exceed 7.5 percent of annual income for another 12 months.
- At the conclusion of 24 months, the standard threshold amount of 10 percent would be used, unless the family qualifies for relief under the general hardship relief category.
- When an eligible family's phased-in relief begins at an interim reexamination, SNRHA will need to process another transaction one year later to move the family along to the next phased. The transaction can be either an interim reexamination if triggered, or a non-interim reexamination transaction.

Prior to the end of the 24-month period, the family may request a hardship exemption under the second category as described below. If the family is found eligible under the second category, the hardship exemption under the first category ends, and the family's hardship is administered in accordance with the requirements listed below. Once a family requests general relief, the family may no longer receive phased-in relief.

SNRHA must track the 24-month phased-in period for each eligible family, even if a family's expenses go below the appropriate phased-in percentage, during the first or second 12-month phased-in period. Phased-in must continue for families who move to another public housing unit at the same SNRHA. When the family is treated as a new admission under a different property/program (e.g., the family moves from public housing to the HCV program), unless SNRHA has a written policy to continue phased-in relief upon admission, the family's expense deduction will be calculated using the 10-percent threshold unless request for general relief is approved by SNRHA.

#### SNRHA Policy

SNRHA will not continue phased-in relief for families who move from public housing to HCV. These families will be treated as new admissions and the sum of expenses that exceeds 10 percent of annual income will be used to calculate their adjusted income.

#### **General Relief**

The second category is for families that can demonstrate:

- Their health and medical and/or disability assistance expenses increased (other than the transition to the higher threshold); or
- The family's financial hardship is a result of a change in circumstances (as defined in SNRHA policy) that would not otherwise trigger an interim reexamination.

The family may request a hardship exemption under the second category regardless of whether the family previously received the health and medical and/or disability assistance deductions or are currently or were previously receiving relief under phased-in relief category above. HUD



requires that SNRHA develop policies defining what constitutes a hardship for purposes of this exemption.

SNRHA must obtain third-party verification of the hardship or must document in the file the reason third-party verification was not available. SNRHA must attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

#### SNRHA Policy

To qualify for a hardship exemption, a family must submit a request in writing. The request must show that the family's health and medical and/or disability assistance expenses have increased (other than the transition to the higher threshold) and that the family's financial hardship is a result of a change in circumstances. SNRHA defines *a change in circumstances* as a decrease in income or increase in other expenses that has resulted in the family's financial hardship but does not, on its own, trigger an interim reexam in accordance with SNRHA policies.

Examples of circumstances constituting a financial hardship may include the following situations:

- The family is awaiting an eligibility determination for a federal, state, or local assistance program, such as a determination for unemployment compensation or disability benefits;
- The family's income decreased because of a loss of employment, death of a family member, or due to a natural or federal/state declared disaster; or
- Other circumstances as determined by SNRHA.

The family must provide third-party verification of the hardship with the request. If third-party verification is not available, SNRHA will document the file with the reason and will attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

SNRHA must promptly notify the family in writing of the change in the determination of adjusted income and the family's rent resulting from hardship exemptions. The notice must inform the family of when the hardship exemption will begin and expire [24 CFR 5.611(e)(2)].

#### SNRHA Policy

SNRHA will make a determination of whether the family qualifies within 30 calendar days and will notify the family in writing of the result within 10 business days of the determination.

If SNRHA denies the hardship exemption request, SNRHA notice will also state that if the family does not agree with SNRHA determination, the family may request a hearing.



If the family qualifies for an exemption, SNRHA will include the date the hardship exemption will begin and the date it will expire as well as information on how to request a 90-day extension based on family circumstances.

If the family qualifies, the family will receive a deduction for the sum of eligible expenses that exceed five percent of annual income.

The family's hardship relief ends when the circumstances that made the family eligible for the relief are no longer applicable or after 90 days, whichever is earlier. However, SNRHA may, at its discretion, extend the relief for one or more additional 90-day periods while the family's hardship condition continues. SNRHA are not limited to a maximum number of 90-day extensions. SNRHA must establish written policies regarding the types of circumstances that will allow a family to qualify for a financial hardship and when such deductions may be eligible for additional 90-day extensions. SNRHA must develop policies requiring families to report if the circumstances that made the family eligible for the hardship exemption are no longer applicable.

#### SNRHA Policy

The family may request an extension either orally or in writing prior to the end of the hardship exemption period. SNRHA will extend relief for an additional 90 days if the family demonstrates to SNRHA's satisfaction that the family continues to qualify for the hardship exemption based on circumstances described above. SNRHA will require updated verification based on the family's current circumstances. Additional extension(s) may be granted on a case-by-case basis provided the family continues to request extensions prior to the end of each hardship exemption period. Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable. At any time, SNRHA may terminate the hardship exemption if SNRHA determines that the family no longer qualifies for the exemption.

#### **Child Care Expenses [24 CFR 5.611(d) and Notice PIH 2023-27]**

A family whose eligibility for the child care expense deduction is ending may request a financial hardship exemption to continue receiving the deduction. If the family demonstrates to SNRHA's satisfaction that the family is unable to pay their rent because of the loss of the child care expense deduction, and that the child care expense is still necessary even though the family member is not working, looking for work, or seeking to further their education, SNRHA must recalculate the family's adjusted income and continue the child care deduction.

SNRHA must develop a policy to define what constitutes a hardship, which includes the family's inability to pay rent. SNRHA must obtain third-party verification of the hardship or must document in the file the reason third-party verification was not available. SNRHA must attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

#### SNRHA Policy

For a family to qualify, they must demonstrate that their inability to pay rent would be as a result of the loss of this deduction. SNRHA defines this hardship as a potential decrease in income or increase in other expenses that would result from the loss of the child care expense and such loss would impact the family's ability to pay their rent.

Some factors to consider when determining if the family is unable to pay rent may include determining that the rent, utility payment, and applicable expenses (child care expenses or



health and medical expenses) is more than 40 percent of the family’s adjusted income, or verifying whether the family has experienced unanticipated expenses, such as large medical bills, that have affected their ability to pay their rent.

The family must also demonstrate that the child care expense is still necessary even though the family member is no longer employed or furthering their education. SNRHA will consider qualification under this criterion on a case-by case basis (for example, if the family member who was employed has left their job in order to provide uncompensated care to an elderly friend or family member who is severally ill and lives across town).

The family must provide third-party verification of the hardship with the request. If third-party verification is not available, SNRHA will document the file with the reason and will attempt to obtain third-party verification prior to the end of the 90-day hardship exemption period.

SNRHA must promptly notify the family in writing of the change in the determination of adjusted income and the family’s rent resulting from hardship exemptions.

If SNRHA denies the request, the notice must specifically state the reason for the denial. SNRHA must provide families 30 days’ notice of any increase in rent.

If SNRHA approves the request, the notice must inform the family of when the hardship exemption will begin and expire [24 CFR 5.611(e)(2)]. The notice must also state the requirement for the family to report to SNRHA if the circumstances that made the family eligible for relief are no longer applicable and that the family’s adjusted income and tenant rent will be recalculated upon expiration of the hardship exemption [Notice PIH 2023-27].

#### SNRHA Policy

SNRHA will make a determination of whether the family qualifies within 30 calendar days and will notify the family in writing of the result within 10 business days of the determination.

If SNRHA denies the hardship exemption request, SNRHA notice will also state that if the family does not agree with SNRHA determination, the family may request a grievance hearing.

If the family qualifies for an exemption, SNRHA will include all required information listed above as well as information on how to request a 90-day extension based on family circumstances.

If the family qualifies, the hardship exemption and the resulting alternative adjusted income calculation must remain in place for a period of up to 90 days.

SNRHA may, at its discretion, extend the hardship exemptions for additional 90-day periods based on family circumstances and as stated in SNRHA policies. SNRHA are not limited to a maximum number of 90-day extensions. SNRHA must develop policies requiring families to report if the circumstances that made the family eligible for the hardship exemption are no longer applicable.



SNRHA must promptly notify families in writing if they are denied either an initial hardship exemption or an additional 90-day extension of the exemption. If SNRHA denies the request, the notice must specifically state the reason for the denial.

SNRHA must notify the family if the hardship exemption is no longer necessary and will be terminated because the circumstances that made the family eligible for the exemption are no longer applicable. The notice must state the termination date and provide 30 days' notice of rent increase, if applicable.

#### SNRHA Policy

The family may request an extension either orally or in writing prior to the end of the hardship exemption period. SNRHA will extend relief for an additional 90-days if the family demonstrates to SNRHA's satisfaction that the family continues to qualify for the hardship exemption. SNRHA will require updated verification based on the family's current circumstances. Additional extension may be granted on a case-by-case basis provided the family continues to request extensions prior to the end each hardship exemption period. Families must report if the circumstances that made the family eligible for the hardship exemption are no longer applicable. At any time, SNRHA may terminate the hardship exemption if SNRHA determines that the family no longer qualifies for the exemption.

### **6-III.H. PERMISSIVE DEDUCTIONS [24 CFR 5.611(b)(1)(i)]**

SNRHA may adopt additional permissive deductions from annual income if they establish a policy in the ACOP. Permissive deductions are additional, optional deductions that may be applied to annual income. As with mandatory deductions, permissive deductions must be based on need or family circumstance and deductions must be designed to encourage self-sufficiency or other economic purpose. If SNRHA offers permissive deductions, they must be granted to all families that qualify for them and should complement existing income exclusions and deductions PH Occ GB, p. 128]. Permissive deductions may be used to incentivize or encourage self-sufficiency and economic mobility.

If SNRHA chooses to do adopt permissive deductions, SNRHA is not be eligible for an increase in Capital Fund and Operating Fund formula grants based on the application of those deductions. SNRHA must establish a written policy for such deductions.

The *Form HUD-50058 Instruction Booklet* states that the maximum allowable amount for total permissive deductions is less than \$90,000 per year.

#### SNRHA Policy

SNRHA has opted not to use permissive deductions.

## **PART IV: CALCULATING RENT**

### **6-IV.A. OVERVIEW OF INCOME-BASED RENT CALCULATIONS**

The first step in calculating income-based rent is to determine each family's total tenant payment (TTP). Then, if the family is occupying a unit that has tenant-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the tenant rent. If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is



called the utility reimbursement, which may be paid to the family or directly to the utility company by SNRHA.

### **TTP Formula [24 CFR 5.628]**

HUD regulations specify the formula for calculating the total tenant payment (TTP) for an assisted family. TTP is the highest of the following amounts, rounded to the nearest dollar:

- 30 percent of the family’s monthly adjusted income (adjusted income is defined in Part II)
- 10 percent of the family’s monthly gross income (annual income, as defined in Part I, divided by 12)
- The welfare rent (in as-paid states only)
- A minimum rent between \$0 and \$50 that is established by SNRHA

SNRHA has authority to suspend and exempt families from minimum rent when a financial hardship exists, as defined in section 6-IV.B.

### **Welfare Rent [24 CFR 5.628]**

#### SNRHA Policy

Welfare rent does not apply in this locality.

### **Minimum Rent [24 CFR 5.630]**

#### SNRHA Policy

The minimum rent for this locality is \$50.

### **Optional Changes to Income-Based Rents [24 CFR 960.253(c)(2) and PH Occ GB, pp. 131-134]**

SNRHAs have been given very broad flexibility to establish their own, unique rent calculation systems as long as the rent produced is not higher than that calculated using the TTP and mandatory deductions. At the discretion of SNRHA, rent policies may structure a system that uses combinations of permissive deductions, escrow accounts, income-based rents, and the required flat and minimum rents.

SNRHA’s minimum rent and rent choice policies still apply to affected families. Utility allowances are applied to SNRHA designed income-based rents in the same manner as they are applied to the regulatory income-based rents.

The choices are limited only by the requirement that the method used not produce a TTP or tenant rent greater than the TTP or tenant rent produced under the regulatory formula.

#### SNRHA Policy

SNRHA chooses not to adopt optional changes to income-based rents.

### **Ceiling Rents [24 CFR 960.253 (c)(2) and (d)]**



Ceiling rents are used to cap income-based rents. They are part of the income-based formula. If the calculated TTP exceeds the ceiling rent for the unit, the ceiling rent is used to calculate tenant rent (ceiling rent/TTP minus utility allowance). Increases in income do not affect the family since the rent is capped. The use of ceiling rents fosters upward mobility and income mixing.

Because of the mandatory use of flat rents, the primary function of ceiling rents now is to assist families who cannot switch back to flat rent between annual reexaminations and would otherwise be paying an income-based tenant rent that is higher than the flat rent.

Ceiling rents must be set to the level required for flat rents (which will require the addition of the utility allowance to the flat rent for properties with tenant-paid utilities) [PH Occ GB, p. 135].

#### SNRHA Policy

SNRHA chooses not to use ceiling rents.

#### **Utility Reimbursement [24 CFR 982.514(b); 982.514]**

Utility reimbursement occurs when any applicable utility allowance for tenant-paid utilities exceeds the TTP. HUD permits SNRHA to pay the reimbursement to the family or directly to the utility provider.

#### SNRHA Policy

SNRHA will make utility reimbursements to the family.

SNRHA may make all utility reimbursement payments to qualifying families on a monthly basis or may make quarterly payments when the monthly reimbursement amount is \$15.00 or less. Reimbursements must be made once per calendar-year quarter, either prospectively or retroactively, and must be prorated if the family leaves the program in advance of its next quarterly reimbursement. SNRHA must also adopt hardship policies for families for whom receiving quarterly reimbursement would create a financial hardship. SNRHA must issue reimbursements that exceed \$15.00 per month on a monthly basis.

#### SNRHA Policy

SNRHA will issue all utility reimbursements monthly.

#### **6-IV.B. FINANCIAL HARDSHIPS AFFECTING MINIMUM RENT [24 CFR 5.630]**

##### **Overview**

If SNRHA establishes a minimum rent greater than zero, SNRHA must grant an exemption from the minimum rent if a family is unable to pay the minimum rent because of financial hardship.

The financial hardship exemption applies only to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. If SNRHA determines that a hardship exists, the family share is the highest of the remaining components of the family's calculated TTP.

##### **HUD-Defined Financial Hardship**

Financial hardship includes the following situations:

- 1) The family has lost eligibility for or is awaiting an eligibility determination for a federal, state, or local assistance program. This includes a family member who is a noncitizen lawfully



admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996.

#### SNRHA Policy

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following: (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

- (2) The family would be evicted because it is unable to pay the minimum rent.

#### SNRHA Policy

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent to the owner or tenant-paid utilities.

- (3) Family income has decreased because of changed family circumstances, including the loss of employment.
- (4) A death has occurred in the family.

#### SNRHA Policy

In order to qualify under this provision, a family must describe how the death has created a financial hardship (e.g., because of funeral-related expenses or the loss of the family member's income).

- (5) The family has experienced other circumstances determined by SNRHA.

#### SNRHA Policy

SNRHA has not established any additional hardship criteria.

### **Implementation of Hardship Exemption**

#### **Determination of Hardship**

When a family requests a financial hardship exemption, SNRHA must suspend the minimum rent requirement beginning the first of the month following the family's request.

SNRHA then determines whether the financial hardship exists and whether the hardship is temporary or long-term.

#### SNRHA Policy

SNRHA defines temporary hardship as a hardship expected to last 90 days or less. Long-term hardship is defined as a hardship expected to last more than 90 days.

When the minimum rent is suspended, the family share reverts to the highest of the remaining components of the calculated TTP. The example below demonstrates the effect of the minimum rent exemption.





**Example: Impact of Minimum Rent Exemption**

Assume SNRHA has established a minimum rent of \$50.

| <b>Family Share – No Hardship</b>   |                                | <b>Family Share – With Hardship</b>       |                                |
|-------------------------------------|--------------------------------|---|--------------------------------|
| \$0                                 | 30% of monthly adjusted income | \$0                                       | 30% of monthly adjusted income |
| \$15                                | 10% of monthly gross income    | \$15                                      | 10% of monthly gross income    |
| N/A                                 | Welfare rent                   | N/A                                       | Welfare rent                   |
| \$50                                | Minimum rent                   | \$50                                      | Minimum rent                   |
| Minimum rent applies.<br>TTP = \$50 |                                | Hardship exemption granted.<br>TTP = \$15 |                                |

SNRHA Policy

To qualify for a hardship exemption, a family must submit a request for a hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family’s ability to pay the minimum rent.

SNRHA will make the determination of hardship within 30 calendar days.

**No Financial Hardship**

If SNRHA determines there is no financial hardship, SNRHA will reinstate the minimum rent and require the family to repay the amounts suspended.

For procedures pertaining to grievance hearing requests based upon SNRHA’s denial of a hardship exemption, see Chapter 14, Grievances and Appeals.

SNRHA Policy

SNRHA will require the family to repay the suspended amount within 30 calendar days of SNRHA’s notice that a hardship exemption has not been granted.

**Temporary Hardship**

If SNRHA determines that a qualifying financial hardship is temporary, SNRHA must suspend the minimum rent for the 90-day period beginning the first of the month following the date of the family’s request for a hardship exemption.

At the end of the 90-day suspension period, the family must resume payment of the minimum rent and must repay SNRHA the amounts suspended. HUD requires SNRHA to offer a reasonable repayment agreement, on terms and conditions established by SNRHA. SNRHA also may determine that circumstances have changed and the hardship is now a long-term hardship.

For procedures pertaining to grievance hearing requests based upon SNRHA’s denial of a hardship exemption, see Chapter 14, Grievances and Appeals.



### SNRHA Policy

SNRHA will enter into a repayment agreement in accordance with SNRHA's repayment agreement policy (see Chapter 16).

### **Long-Term Hardship**

If SNRHA determines that the financial hardship is long-term, SNRHA must exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent.

### SNRHA Policy

The hardship period ends when any of the following circumstances apply:

1. At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent.
2. For hardship conditions based on loss of income, the hardship condition will continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.
3. For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.

## **6-IV.C. UTILITY ALLOWANCES [24 CFR 965, Subpart E]**

### **Overview**

Utility allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent. When determining a family's income-based rent, SNRHA must use the utility allowance applicable to the type of dwelling unit leased by the family.

For policies on establishing and updating utility allowances, see Chapter 16.

### **Reasonable Accommodation and Individual Relief**

On request from a family, SNRHAs must approve a utility allowance that is higher than the applicable amount for the dwelling unit if a higher utility allowance is needed as a reasonable accommodation to make the program accessible to and usable by the family with a disability [24 CFR 8 and 100, PH Occ GB, p. 172].

Likewise, residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of the disability [PH Occ GB, p. 172].

See Chapter 2 for policies related to reasonable accommodations.

Further, SNRHA may grant requests for relief from charges in excess of the utility allowance on reasonable grounds, such as special needs of the elderly, ill, or residents with disabilities, or special factors not within control of the resident, as SNRHA deems appropriate. The family must



request the higher allowance and provide SNRHA with an explanation about the additional allowance required.

SNRHAs should develop criteria for granting individual relief, notify residents about the availability of individual relief, and notify participants about the availability of individual relief programs (sometimes referred to as “Medical Baseline discounts”) offered by the local utility company [Utility Allowance GB, p. 19; 24 CFR 965.508].

### SNRHA Policy

The family must request the higher allowance and provide SNRHA with information about the amount of additional allowance required.

1. SNRHA will consider the following criteria as valid reasons for granting individual relief:
2. The family’s consumption was mistakenly portrayed as excessive due to defects in the meter or errors in the meter reading.
3. The excessive consumption is caused by a characteristic of the unit or owner-supplied equipment that is beyond the family’s control, such as a particularly inefficient refrigerator or inadequate insulation. The allowance should be adjusted to reflect the higher consumption needs associated with the unit until the situation is remedied. The resident should be granted individual relief until the allowance is adjusted.
4. The excessive consumption is due to special needs of the family that are beyond their control, such as the need for specialized equipment in the case of a family member who is ill, elderly, or who has a disability.

In determining the amount of the reasonable accommodation or individual relief, SNRHA will allow a reasonable measure of additional usage as necessary. To arrive at the amount of additional utility cost of specific equipment, the family may provide information from the manufacturer of the equipment, or the family or SNRHA may conduct an internet search for an estimate of usage or additional monthly cost.

Information on reasonable accommodation and individual relief for charges in excess of the utility allowance will be provided to all residents at move-in and with any notice of proposed allowances, schedule surcharges, and revisions. SNRHA will also provide information on utility relief programs or medical discounts (sometimes referred to as “Medical Baseline discounts”) that may be available through local utility providers.

The family must request the higher allowance and provide SNRHA with information about the amount of additional allowance required.

At its discretion, SNRHA may reevaluate the need for the increased utility allowance as a reasonable accommodation at any regular reexamination.

If the excessive consumption is caused by a characteristic of the unit or SNRHA-supplied equipment that is beyond the family’s control, such as a particularly inefficient refrigerator or inadequate insulation, the individual relief to the resident will cease when the situation is remedied.



### **Utility Allowance Revisions [24 CFR 965.507]**

SNRHA must review at least annually the basis on which utility allowances have been established and, if reasonably required in order to continue adherence to standards described in 24 CFR 965.505, must establish revised allowances.

SNRHA must revise the utility allowance schedule if there is a rate change that by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rates on which such allowances were based.

Adjustments to resident payments as a result of such changes must be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective. Such rate changes are not subject to the 60-day notice [24 CFR 965.507(b)].

The tenant rent calculations must reflect any changes in SNRHA's utility allowance schedule [24 CFR 960.253(c)(3)].

#### SNRHA Policy

Between annual reviews of utility allowances, SNRHA will only revise its utility allowances due to a rate change, when required to by the regulation.

### **6-IV.D. PRORATED RENT FOR MIXED FAMILIES [24 CFR 5.520]**

HUD regulations prohibit assistance to ineligible family members. A *mixed family* is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible family members. Except for non-public housing over income families, SNRHA must prorate the assistance provided to a mixed family. SNRHA 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, SNRHA must:

1. Subtract the TTP from the flat rent applicable to the unit. The result is the maximum subsidy for which the family could qualify if all members were eligible.
2. Divide the family maximum subsidy by the number of persons in the family to determine the maximum subsidy per each family member who is eligible (member maximum subsidy).
3. Multiply the member maximum subsidy by the number of eligible family members.
4. Subtract the subsidy calculated in the last step from the flat rent. This is the prorated TTP.
5. Subtract the utility allowance for the unit from the prorated TTP. This is the prorated rent for the mixed family.

#### SNRHA Policy

Revised public housing flat rents will be applied to a mixed family's rent calculation at the first annual reexamination after the revision is adopted.

6. When the mixed family's TTP is greater than the applicable flat rent, use the TTP as the prorated TTP. The prorated TTP minus the utility allowance is the prorated rent for the mixed family.



## **6-IV.E. FLAT RENTS AND FAMILY CHOICE IN RENTS [24 CFR 960.253]**

### **Flat Rents [24 CFR 960.253(b)]**

The flat rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient.

Changes in family income, expenses, or composition will not affect the flat rent amount because it is outside the income-based formula.

Policies related to the reexamination of families paying flat rent are contained in Chapter 9, and policies related to the establishment and review of flat rents are contained in Chapter 16.

### **Family Choice in Rents [24 CFR 960.253(a) and (e)]**

With the exception of non-public housing over income families, once each year, SNRHA must offer families the choice between a flat rent and an income-based rent. The family may not be offered this choice more than once a year. SNRHA must document that flat rents were offered to families under the methods used to determine flat rents for SNRHA.

#### SNRHA Policy

The annual SNRHA offer to a family of the choice between flat and income-based rent will be conducted upon admission and upon each subsequent annual reexamination.

SNRHA will require families to submit their choice of flat or income-based rent in writing and will maintain such requests in the tenant file as part of the admission or annual reexamination process.

SNRHA must provide sufficient information for families to make an informed choice. This information must include SNRHA's policy on switching from flat rent to income-based rent due to financial hardship and the dollar amount of the rent under each option. However, if the family chose the flat rent for the previous year SNRHA is required to provide an income-based rent amount only in the year that a reexamination of income is conducted or if the family specifically requests it and submits updated income information.

### **Switching from Flat Rent to Income-Based Rent Due to Hardship [24 CFR 960.253(f)]**

With the exception of non-public housing over-income families, a family can opt to switch from flat rent to income-based rent at any time if they are unable to pay the flat rent due to financial hardship. If SNRHA determines that a financial hardship exists, SNRHA must immediately allow the family to switch from flat rent to the income-based rent.

#### SNRHA Policy

Upon determination by SNRHA that a financial hardship exists, SNRHA will allow a family to switch from flat rent to income-based rent effective the first of the month following the family's request.

Reasons for financial hardship include:

- The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance



- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items
- Such other situations determined by SNRHA to be appropriate

#### SNRHA Policy

SNRHA considers payment of flat rent to be a financial hardship whenever the switch to income-based rent would be lower than the flat rent [PH Occ GB, p. 137].

### **Flat Rents and Earned Income Disallowance [A&O FAQs]**

Because the EID is a function of income-based rents, a family paying flat rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID. If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred.

Under the EID original calculation method, a family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their exclusion period would have the exclusion period continue while paying flat rent as long as the employment that is the subject of the exclusion continues. A family paying flat rent could therefore see a family member's exclusion period expire while the family is paying flat rent.

Under the EID revised calculation method, a family currently paying flat rent that previously qualified for the EID while paying income-based rent and is currently within their exclusion period would have the exclusion period continue while paying flat rent regardless whether the employment that is the subject of the exclusion continues. A family paying flat rent could therefore see a family member's exclusion period expire while the family is paying flat rent.

### **SNRHA'S FLAT RENT METHODOLOGY**

SNRHA has set a flat rent for each bedroom size within SNRHA's public housing inventory, based on an amount no less than 80% of the applicable FMR established under 8 ( c ) of the U.S. Housing Act of 1937, in accordance with HUD Notice PIH 2014-07 minus the utility allowance.

#### Otto Merida and Vera Johnson "A" Maximum Rent Methodology

Otto Merida and Vera Johnson "A" developments have both Low-Income Housing Tax Credits ("LIHTC") and public housing residents.

Instead of flat rents, these properties utilize maximum rents. The maximum rents are determined by HUD's income/rent limits that are published annually. The annual changes in utility allowance also affect the rents. The max rent units are not set based upon the tenant's actual income but upon the area median income (AMI). The percentage of the AMI utilized depends on the type of unit the resident rents. For Otto Merida, the set asides are 30%, 45% and 60% AMI units. Vera Johnson "A" has 30%, 35%, 45% and 50% AMI units. The set aside identifies each residential unit that must be rent restricted as well as the maximum annual income for residents in these units.



The utility allowances are furnished from SNRHA annually to these properties. The utility allowance costs are the cost associated with normal household usage. Please note, cable and telephone services are excluded from the utility allowance calculation.

### EXHIBIT 6-1: ANNUAL INCOME FULL DEFINITION

#### 24 CFR 5.609

(a) Annual income includes, with respect to the family:

(1) All amounts, not specifically excluded in paragraph (b) of this section, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and

(2) When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

*(b) Annual income does not include the following:*

(1) Any imputed return on an asset when net family assets total \$50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

(2) The following types of trust distributions:

(i) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

(A) Distributions of the principal or corpus of the trust; and

(B) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

(ii) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

(3) Earned income of children under the 18 years of age.

(4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

(5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

(6) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

(7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

(8) Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

(9)

(i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and

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(ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

(A) Student financial assistance, for purposes of this paragraph (9)(ii), means a grant or scholarship received from— (

- 1) The Federal government;
- (2) A State, Tribe, or local government;
- (3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);
- (4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
- (5) An institution of higher education.

(B) Student financial assistance, for purposes of this paragraph (9)(ii), does not include—

- (1) Any assistance that is excluded pursuant to paragraph (b)(9)(i) of this section;
- (2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (b)(9)(i) of this section); (
- 3) Gifts, including gifts from family or friends; or

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (b)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (b)(9)(ii) of this section.

(C) Student financial assistance, for purposes of this paragraph (b)(9)(ii) must be:

- (1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;
- (2) Expressly to assist a student with the costs of higher education; or
- (3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

(D) Student financial assistance, for purposes of this paragraph (b)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (b)(9)(ii).

(E) When the student is also receiving assistance excluded under paragraph (b)(9)(i) of this section, the amount of student financial assistance under this paragraph (b)(9)(ii) is determined as follows:





(1) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, none of the assistance described in this paragraph (b)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (b)(9)(ii)(E).

(2) If the amount of assistance excluded under paragraph (b)(9)(i) of this section is less than the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section, the amount of assistance described in paragraph (b)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

(i) the total amount of student financial assistance received under this paragraph (b)(9)(ii) of this section, or

(ii) the amount by which the actual covered costs under paragraph (b)(9)(ii)(B)(4) of this section exceeds the assistance excluded under paragraph (b)(9)(i) of this section.

(10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, "baby bond" accounts created, authorized, or funded by Federal, State, or local government.

(11) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

(12)

(i) 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);

(ii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

(iii) Amounts received under a resident service stipend not to exceed \$200 per month. A resident service stipend is a modest amount received by a resident for performing a service for SNRHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, 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 unless those amounts are excluded under paragraph (b)(9)(i) of this section.

(13) 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.

(14) Earned income of dependent fulltime students in excess of the amount of the deduction for a dependent in § 5.611.

(15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.



- (16) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.
- (17) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.
- (18) 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.
- (19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.
- (20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).
- (21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

(22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (b) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

(23) Replacement housing "gap" payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing "gap" payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing "gap" payments.

(24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

- (i) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.
- (ii) Direct Federal or State payments intended for economic stimulus or recovery.
- (iii) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.



(iv) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

(v) Gifts for holidays, birthdays, or other significant life events or milestones (e.g., wedding gifts, baby showers, anniversaries).

(vi) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

(vii) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

(25) Civil rights settlements or judgments, including settlements or judgments for back pay.

(26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such

accounts shall be income at the time they are received by the family.

(27) Income earned on amounts placed in a family's Family Self Sufficiency Account.

(28) Gross income a family member receives through self-employment or operation of a business; except that the following shall be considered income to a family member:

(i) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and

(ii) Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.



## EXHIBIT 6-2: TREATMENT OF FAMILY ASSETS

### 24 CFR 5.603(b) Net Family Assets

(1) Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

(2) In determining net family assets, SNRHAs or owners, as applicable, must 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 therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

(3) Excluded from the calculation of net family assets are: (i) The value of necessary items of personal property; (ii) The combined value of all unnecessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers); (iii) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-

employed individuals; (iv) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located; (v) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability; (vi) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any "baby bond" account created, authorized, or funded by Federal, State, or local government. (vii) Interests in Indian trust land; (viii) Equity in a manufactured home where the family receives assistance under 24 CFR part 982; (ix) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982; (x) Family Self-Sufficiency Accounts; and (xi) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

(4) 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 trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.



## EXHIBIT 6-3: THE EFFECT OF WELFARE BENEFIT REDUCTION

### 24 CFR 5.615

#### **Public housing program and Section 8 tenant-based assistance program: How welfare benefit reduction affects family income.**

*(a) Applicability.* This section applies to covered families who reside in public housing (part 960 of this title) or receive Section 8 tenant-based assistance (part 982 of this title).

*(b) Definitions.* The following definitions apply for purposes of this section:

*Covered families.* Families who receive welfare assistance or other public assistance benefits (“welfare benefits”) from a State or other public agency (“welfare agency”) under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

*Economic self-sufficiency program.* See definition at Sec. 5.603.

*Imputed welfare income.* The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family’s annual income for purposes of determining rent.

*Specified welfare benefit reduction.*

(1) A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

(2) “Specified welfare benefit reduction” does not include a reduction or termination of welfare benefits by the welfare agency:

(i) at expiration of a lifetime or other time limit on the payment of welfare benefits;

(ii) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or

(iii) because a family member has not complied with other welfare agency requirements.

*(c) Imputed welfare income.*

(1) A family’s annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction, as specified in notice to SNRHA by the welfare agency), plus the total amount of other annual income as determined in accordance with Sec. 5.609.

(2) At the request of SNRHA, the welfare agency will inform SNRHA in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform SNRHA of any subsequent changes in the term or amount of such specified welfare benefit reduction. SNRHA will use this information to determine the amount of imputed welfare income for a family.

(3) A family’s annual income includes imputed welfare income in family annual income, as determined at SNRHA’s interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to SNRHA by the welfare agency).



(4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed

(5) SNRHA may not include imputed welfare income in annual income if the family was not an assisted resident at the time of sanction.

*(d) Review of SNRHA decision.*

(1) Public housing. If a public housing tenant claims that SNRHA has not correctly calculated the amount of imputed welfare income in accordance with HUD requirements, and if SNRHA denies the family's request to modify such amount, SNRHA shall give the tenant written notice of such denial, with a brief explanation of the basis for SNRHA determination of the amount of imputed welfare income. SNRHA notice shall also state that if the tenant does not agree with SNRHA determination, the tenant may request a grievance hearing in accordance with part 966, subpart B of this title to review SNRHA determination. The tenant is not required to pay an escrow deposit pursuant to Sec. 966.55(e) for the portion of tenant rent attributable to the imputed welfare income in order to obtain a grievance hearing on SNRHA determination.

(2) Section 8 participant. A participant in the Section 8 tenant-based assistance program may request an informal hearing, in accordance with Sec. 982.555 of this title, to review SNRHA determination of the amount of imputed welfare income that must be included in the family's annual income in accordance with this section. If the family claims that such amount is not correctly calculated in accordance with HUD requirements, and if SNRHA denies the family's request to modify such amount, SNRHA shall give the family written notice of such denial, with a brief explanation of the

basis for SNRHA determination of the amount of imputed welfare income. Such notice shall also state that if the family does not agree with SNRHA determination, the family may request an informal hearing on the determination under SNRHA hearing procedure.

*(e) SNRHA relation with welfare agency.*

(1) SNRHA must ask welfare agencies to inform SNRHA of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives SNRHA written notice of such reduction, the family's annual incomes shall include the imputed welfare income because of the specified welfare benefits reduction.

(2) SNRHA is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to SNRHA. However, SNRHA is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

(3) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. SNRHA shall be entitled to rely on the welfare agency notice to SNRHA of the welfare agency's determination of a specified welfare benefits reduction.



|   |                                |   |                |       |
|---|--------------------------------|---|----------------|-------|
| <u>Administrative Reasons determined by SNRHA (e.g. to permit modernization work, community safety)</u> | Within 30 days of Notification | Unless type of unit does not exist within that development’s inventory. | Not Applicable | SNRHA |
|---|--------------------------------|---|----------------|-------|

**B. EMERGENCY TRANSFERS**

Emergency transfers will be implemented by SNRHA to remove a resident family from life-threatening and/or hazardous living conditions caused by third-party criminal activity and/or unit damage. Good standing criteria does not apply in the case of emergency transfers.

Residents will be required to become compliant with all lease provisions upon completion of the Emergency Transfer to the new unit.

**Emergency Transfers due to Third Party Criminal Activity**

SNRHA will consider transfer requests from resident families who have been victims of life-threatening criminal activity committed by third parties or who have witnessed serious criminal activity and agreed to testify on behalf of the State at a criminal proceeding.

Families who request a unit transfer due to third-party criminal activity may be required to submit verifiable documentation evidencing one or all of the following:

- Police reports and/or police statements detailing the incident in question
- Eyewitness statements describing the incident in question
- Confirmatory letters from the Victim Witness Protection Unit, Rape Crisis Center or similarly recognized entity
- Medical reports from a licensed health care provider
- Subpoena or other written contacts from the Clark County District Attorney or U.S. Attorney

**Eligibility for Emergency Transfers**

SNRHA’s Emergency Transfer Plan must allow tenants who are victims of domestic violence, dating violence, sexual assault, or stalking regardless of sex, gender identity or sexual orientation to make an internal emergency transfer under VAWA when a safe unit is immediately available. A victim



determines whether the unit is safe. HUD encourages all SNRHA's to engage the victim in a conversation as to what they may consider safe or what factors the victim considers unsafe.

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

To request an emergency transfer, residents or program participants shall notify SNRHA's management office and submit a written request for a transfer. SNRHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the resident or program participant reasonably believes there is a threat of imminent harm from further violence if the resident or program participant remains within the same dwelling unit that the resident or program participant is currently occupying under SNRHA's program; or
2. A statement that the resident or program participant was the victim of sexual assault and the sexual assault occurred on the premises during the 90- calendar-day period preceding the date of the request for transfer.

Residents and program participants do not need to use the phrase "emergency transfer" or the exact language used in (1) or (2) above, but rather, residents and program participants need only provide sufficient information for staff to conclude that the individual is requesting a transfer due to a VAWA-related reason and that they meet the other requirements of (1) or (2).

If a resident or program participant makes an emergency transfer request that does not meet the above criteria, and SNRHA chooses not to accept the request, SNRHA will make a written request to the resident or program participant asking them to provide a statement that meets the criteria of (1) or (2) above. The written request shall be accompanied by a copy of this Emergency Transfer Plan and Form HUD-5383, "Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking." The requestor may, but does not have to, submit a completed Form HUD-5383.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Documentation of Domestic Violence, Dating Violence, Sexual Assault, Or Stalking**





Tenants seeking emergency transfers under VAWA must establish their eligibility for VAWA protections. It is SNRHA’s policy that, in addition to a written request for an emergency transfer, a tenant must submit documentation as enumerated in 34 USC § 12491(c) and 24 CFR § 5.2007(b)(1) of the occurrence of domestic violence, dating violence, sexual assault, or stalking. It is the tenant’s choice which one of the forms of documentation to submit. SNRHA will accept the following documentation:

1. “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation,” Form HUD-5382.
2. A document:
  - a. Signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse;
  - b. Signed by the applicant or tenant; and
  - c. That specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under this subpart, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under 24 CFR § 5.2003; or
3. A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
4. At the discretion of a covered housing provider, a statement or other evidence provided by the applicant or tenant.

If the tenant makes an emergency transfer request, but does not submit acceptable documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, SNRHA will send a written request for acceptable documentation. The tenant will have 14 business days from the date of receipt to submit the requested documentation. Though tenants may choose which form of documentation to submit, written requests for documentation shall include a copy of “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation,” Form HUD-5382. Upon request, staff must grant the resident or program participant an extension of 10 business days.

If SNRHA receives documentation under this section that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), SNRHA may require a



tenant to submit third-party documentation, as described in (2), (3), and (4) above, within 30 calendar days of the date of the request for the third-party documentation.

1. If the tenant does not provide one of the forms of documentation listed above within 14 business days after the date that the tenant receives a request in writing for such documentation and any extension thereto or within 30 calendar days after the resident receives a request in writing for such third-party documentation in the event of conflicting information and any extension thereto, the tenant may not receive the requested VAWA protections/remedies. However, a failure to provide the requested documentation does not preclude the tenant from renewing their request for an emergency transfer at a later date, provided that they submit any required documentation.
2. **Upon receipt of one of these forms of documentation enumerated above, SNRHA employees are prohibited from conducting further fact finding for the purpose of trying to verify the validity of a tenant's victim status. SNRHA may only request additional documentation if there is conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator). SNRHA must provide you with 30 days to provide additional documentation if such circumstances arise.**

### **Confidentiality**

SNRHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives SNRHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about SNRHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

SNRHA shall respond to emergency transfer requests within one (1) business day of the tenant's request.

If the tenant did not submit a written emergency transfer request that meets the criteria in section entitled Eligibility for Emergency Transfers and/or provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking that meets the criteria listed in Section entitled Eligibility for Emergency Transfers above, SNRHA will send out a written request within one (1) business day to the tenant requesting they submit a written emergency transfer request and/or



documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. The letter shall explain what is needed to process the emergency transfer request and provide the requestor with a copy of this Emergency Transfer Plan and, as applicable, with a copy of Form HUD-5383, “Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking” and/or of “Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation,” Form HUD-5382. It is the tenant’s discretion which one of the forms of documentation to submit. The letter shall state that the requestor has 14 business days from receipt of SNRHA’s written request to submit the requested documentation. SNRHA shall extend the 14-business day deadline by 10 business days, if requested by the tenant.

**Upon receipt of one of these forms of documentation enumerated in Section entitled Eligibility for Emergency Transfers, SNRHA employees are prohibited from conducting further fact finding for the purpose of trying to verify the validity of a tenant’s victim status. SNRHA may only request additional documentation if there is conflicting information (i.e. two or more members of the same household submit conflicting documentation each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator). SNRHA must provide 30 days to provide additional documentation if such circumstances arise.**

Management of the Department (Housing Programs Director, Director of Operations, Deputy Director of Operations, Director of Affordable Housing, Deputy Director of Affordable Housing) or SNRHA employee(s) designated by SNRHA shall make a determination regarding the VAWA emergency transfer request within one (1) business day of receipt of all required documentation. SNRHA shall inform the tenant in writing of the current availability of units to which SNRHA can transfer them if they are seeking an internal emergency transfer.

If SNRHA has no safe and available units, or the tenant is seeking an external transfer, SNRHA shall provide the tenant a written list of housing providers in the community for which SNRHA has partnered to serve victims of domestic violence, dating violence, sexual assault, and stalking. At tenant’s request, SNRHA will assist the resident or program participant in identifying and inquiring with other housing providers who may have safe and available units to which the tenant could move.

If applicable, SNRHA shall inform the tenant in writing of any ability to give the tenant priority on any waitlist.

SNRHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. SNRHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. SNRHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish



eligibility for that unit.

A tenant does not waive their right to an emergency transfer if they decline an offered unit because they do not believe that it is safe or for any disability-related reason or for other good cause. Examples of “good cause” include, but are not limited to, financial hardship; hardship related to obtaining transportation to work, school, medical appointments, and/or childcare; disruptions to a child’s education; and any reason that may be a result of the tenant’s status as a survivor of domestic violence, dating violence, sexual assault, or stalking. SNRHA will continue to fulfill its obligations to locate a safe unit for the tenant pursuant to its Emergency Transfer Plan if the tenant declines a unit due to safety, disability, or good cause, but if a tenant declines a unit for a reason other than safety, disability, or good cause, SNRHA is not required to continue offering that tenant additional units. There is no limitation on how many times a tenant may request an emergency transfer, nor how many units a tenant may decline due to safety or disability, or good cause.

### **Safety and Security of Tenants**

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network’s National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime’s Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Below are local organizations offering assistance to victims of domestic violence, dating violence and sexual assault or stalking.

Safe Nest (Administrative Offices) (Provides Temporary assistance for domestic crisis.)  
2915 W. Charleston Blvd.  
Las Vegas, NV 89102  
(702) 877-0133



### **Hotlines:**

Safe Nest (Domestic Violence Hotline)  
(702) 646-4981

S.A.F.E. House Domestic Violence  
(702) 564-3227 – Hotline

Rape Crisis Hot Line  
1 (888) 366-1640

Clark County Child Abuse/Neglect Hotline  
(702) 399-0081

### **Shelters:**

Catholic Charities  
1501 N. Las Vegas Blvd.  
Las Vegas, NV 89101  
(702) 382-0721

Rescue Mission  
480 W. Bonanza  
Las Vegas, NV 89106  
(702) 382-1766

Shade Tree (Women, Children, & pets only)  
1 W. Owens  
North Las Vegas, NV 89030  
(702) 385-0072

### **Notification:**

If approved, the family will be notified that:

- A unit has been designated;
- They must execute a new lease and move within five (5 days) of receipt of the notice, and

### **Emergency Transfers Initiated or Confirmed by Law Enforcement**

If the emergency transfer request is initiated or confirmed by authorized law enforcement officials, SNRHA may take the following action to maintain the confidentiality of the request and subsequent transfer:



- Households that include a live-in aide are required to execute a live in aide agreement authorizing the arrangement and describing the status of the aide.
- Households that include a live-in aide will contain file documentation that the live-in aide is not a party to the lease and is not entitled to SNRHA assistance, with the exception of occupancy while serving as the aide for the participant family member.

The SNRHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

#### **D. ADDITIONS TO THE LEASE**

Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit.

All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

Requests for the addition of a new member of the household must be approved by the SNRHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, the SNRHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new adult member. Only new members approved by the SNRHA will be added to the household.

Family members over the age of 18 who move from the dwelling unit to establish new households shall be removed from the lease. These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list. ~~Exceptions will be made by the approval of the Director of Operations or designee.~~ However, if a spousal relationship existed, SNRHA may, at the discretion of the Director or designee, allow the adult member back onto the lease upon written request by the head of household. The head of household will initiate the process of the removal. Both the head of household and the adult family member requested to be removed must make the request in writing.

Minors being added to the household by other than birth or legal adoption or court – awarded custody must be verified by court action. Temporary guardianship will be considered as a court action. All temporary guardianship will be renewed and verified every six months.

#### **Factors Determining Household Additions**

Household additions subject to screening:

- Resident plans to marry;



## **Security Deposit Amounts**

New tenants must pay a security deposit to the SNRHA at the time of leasing the unit.

The Security Deposits for Public Housing will be based on bedroom size as follows:

- Efficiency Unit: \$200.00
- One Bedroom Unit: \$200.00
- Two Bedroom Unit \$250.00
- Three Bedroom Unit \$300.00
- Four Bedroom Unit \$350.00
- Five Bedroom Unit \$400.00

Scattered Site units will be required to pay an additional \$100 deposit for lawn or yard maintenance for which they are responsible for under terms of their lease.

## **Transfer of Security Deposit**

If a resident transfers, the original security deposit may be refunded to the resident less any charges for unpaid rent or damages beyond normal wear and tear. The resident must then pay the required deposit for the new unit. The resident will be responsible for payment of any additional security deposits as outlined in this policy. The tenant will also be further billed for any maintenance or other charges beyond the security deposit.

The SNRHA may permit installment payments of security when a new tenant demonstrates a financial hardship to the satisfaction of the SNRHA. The Authority may allow for **one-third** of the required deposit at the time of admission and the remainder to be paid with additional equal payments for a **two-month** period. The full deposit must be paid within **90** days of initial occupancy.

The Security Deposit will be returned, less any applicable charges, to the tenant after move-out, if the following conditions are met:

- There is no unpaid rent and/or charges for which the resident is liable under the lease or as a result of breaching the lease.
- The dwelling unit and all equipment are left clean, and all trash and debris have been removed by the family.
- There is no breakage or damage beyond that expected from normal wear and use.
- Tenant gave the required 30 calendar days advance written notice of intent to vacate and all keys issued have been returned to the management office when the family vacates the dwelling unit.

The Security Deposit may not be used to pay charges during the tenant's occupancy.

The SNRHA will hold the security deposit for the period the tenant occupies the unit. The SNRHA will refund the Security Deposit less any amounts owed, within 30 calendar days



| Type of Pet  | Deposit |
|--|---------|
| Dog  | \$200   |
| Cat  | \$200   |
| Fish Aquarium  | \$50.00 |
| Fish Bowl (Requires no power and no larger than 2 gallons) | \$0     |
| Caged pets (birds, gerbils, hamsters)                      | \$50.00 |

ALL PET AGREEMENTS SIGNED WITH RESIDENTS OF SNRHA PRIOR TO THE ADOPTION OF THIS POLICY (03/01/2010) ARE NOT SUBJECT TO PAYING ADDITIONAL DEPOSIT AMOUNTS

RESIDENTS SIGNING PET POLICY AGREEMENTS FOLLOWING THE ADOPTION OF THIS POLICY WILL BE SUBJECT TO PAYING DEPOSITS FOR ANY NEW OR ADDITIONAL PETS.

Assistance Animals for persons with a disability are not subject to the pet deposit. The

SNRHA may permit installment payments of when a new tenant demonstrates a financial hardship to the satisfaction of the SNRHA.

The pet security deposit is to cover the cost of damages created by the pet. Tenant will be given a list of all such damages and the applicable charges that will be deducted from the pet deposit at the time the tenant vacates the unit or the pet is removed from the unit, whichever occurs first. Tenant will also be advised of their right to an informal meeting and/or grievance hearing should they dispute the charges. (See Chapter 10 for remainder of pet policy provisions.) The pet deposit will be returned to the tenant or the person designated by the former tenant, upon notification that the pet is no longer in the unit or in the event of the former tenant's incapacitation or death.

**Interest**

SNRHA will not compute or pay any interest on any deposit.

**I. RENT PAYMENTS**

See Chapter 13, Rent and Debt Collection Procedures.

**J. FEES AND NONPAYMENT PENALTIES**

See Chapter 13, Rent and Debt Collection Procedures.

**K. SCHEDULES OF SPECIAL CHARGES**

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the community office, and they will be provided to the resident at the time of lease execution.





The SNRHA will assess residents a charge for tenant-caused damage to its Conventional housing facilities (i.e., dwelling unit and/or common areas). Where there is no specific cost listed for an item of work, the charge to the family will be based upon the SNRHA labor rate times (x) the hours of labor charged to the job plus (+) the actual cost of parts and materials that were used on the job. A Schedule of Charges will be maintained by the agency and periodically updated. A copy of this schedule will be posted in all management offices and shall be made available upon request. The SNRHA will not charge for any repairs that are necessitated by normal wear and tear; nor is there a charge for any scheduled periodic work, such as painting or extermination. However, if extermination is required on other than the pre-established scheduled basis and there is a determination that the extra extermination services are due to the negligence of the tenant family, the SNRHA reserves the right to charge for said service.

#### **L. MODIFICATIONS TO THE LEASE**

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, each development office.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by parties, the resident(s) and the SNRHA.

#### **M. CANCELLATION OF THE LEASE**

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

#### **N. SMOKE FREE HOUSING**

HUD in its Final Rule has mandated that ALL Public Housing and mixed finance developments be Smoke Free effective within eighteen months (24 CFR 965 and 966). SNRHA must implement their Smoke Free policies, barring the use of prohibited tobacco products in all public housing and administrative office buildings, public housing offices, day care centers, community centers, common areas, and laundry rooms assisted under the U.S. Housing Act of 1937, other than assistance under section 8 of the 1937 Act. (collectively, "restricted areas"). The Rule does not prohibit smoking by residents; rather it requires that residents and guests who smoke do so at least 25 feet away from the buildings.

- Prohibited Tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as cigarettes, cigars, pipes, and water pipes (also known as hookahs), and ENDS (Electronic Nicotine Delivery Systems) also known as vaping.



## MARIJUANA

Regardless of the purpose of legalization under state law (medical or recreational), the use of marijuana in any form, is illegal under The Controlled Substance Act (CSA) and therefore, is an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act (QHWRA). This pertains to PHA's and to all owners and operators of other federally subsidized properties.

HUD's Memorandum "Use of Marijuana in Multifamily Assisted Properties" acknowledged that various states have legalized marijuana for "medicinal purposes" and that some states have broadened that to include recreational use. However, they still cite the illegal use in any form under the Controlled Substance Act stating:

- Owners must deny admission to assisted housing for any household with a member determined to be illegally using a controlled substance.
- Owners may not establish lease provisions or policies that affirmatively permit occupancy by any member of a household who uses marijuana.
- Owners must establish policies which allow the termination of tenancy of any household member who is illegally using marijuana, and cannot have a provision that allows to preserve a tenancy in cases of medical marijuana use that seems harmless and is not disturbing others.

HUD does not consider addiction to nicotine or smoking to be a disability. Reasonable Accommodations will not be approved to allow smoking in restricted areas, but other reasonable accommodation requests to allow easier access to smoking areas will be approved for persons with disabilities.

Failure to comply with the Smoke Free Policy may result in:

- Increased Inspection Frequency. Upon issuance of a written warning from management and/or a documented complaint, the PAH will increase the frequency of unit inspections for a suspected policy violator.
- Termination of Tenancy/Eviction. A tenant shall be in violation of their lease if the resident or any guest is determined to be smoking in violation of the policy. **Four (4)** violations of SNRHA Smoke Free Policy may result in termination of the lease and eviction.
- Residents may request grievance hearings in accordance SNRHA's policy.

### **Smoke-Free Apartments:**

Residents, staff and guests are prohibited from smoking on **all Public Housing and mixed finance properties** owned and managed by SNRHA, including the apartment rented by the resident, the building in which the dwelling unit is located, and all common areas and administrative buildings, and outside the building up to 25 feet from each building and 25 feet from the building's entry.

### **The Southern Nevada Regional Housing Authority Not a Guarantor of Smoke-Free Environment**

The adoption of a smoke free living environment and the mandate to designate all Public



The purpose of these quality control inspections is to assure that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

The property manager may conduct periodic inspections to determine the condition of the unit and to identify problems or issues in which the SNRHA can be of service to the family.

### **Special Inspections**

Housing management staff may conduct a special inspection for housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review SNRHA operations periodically and as a part of their monitoring may inspect a sampling of the SNRHA's inventory.

Modernized and Scattered Site Inspections: New move inspections will be conducted within 60 days of the resident leasing the unit to ensure the unit and grounds are being maintained. Unit inspections will be conducted within ten (10) working days from the date SNRHA is notified or receives knowledge of an unsatisfactory condition such as infestation, damages, unsatisfactory housekeeping, Code violations, or complaints of poor exterior conditions.

### **Other Inspections**

The SNRHA management staff will periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

Playground inspections are conducted weekly to determine playground safety.

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

### **Self-Inspections [24 CFR 5.707]**

Annually all PHAs are required to self-inspect their properties, including all units, to ensure units are maintained in accordance with NSPIRE standards in 24 CFR 5.703. As part of the self-inspection process, PHAs must ensure that deficiencies previously cited and repaired as a result of an REAC-NSPIRE inspection have not subsequently failed.

The PHA must maintain the results of self-inspections for three years and must provide the results to HUD upon request.

### **Emergency Inspections**

Housing management staff may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, staff may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted (see Entry of Premises Notice in this



- Inspections and maintenance
- To make improvements and repairs
- To show the premises for leasing
- In cases of emergency

The family must call the SNRHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

The SNRHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason which has hindered the inspection. The SNRHA may request verification.

Repairs requested by the family will not require prior notice to the family. Residents are notified in the lease that resident-requested repairs presume permission for the SNRHA to enter. The resident may specify at the time of request for repair or maintenance that they be present. SNRHA will take reasonable measures to comply with the resident's request; however known deficiencies must be corrected.

### **Non-Inspection Emergency Entry**

The SNRHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

### **Family Responsibility to Allow Inspection**

The SNRHA must be allowed to inspect the unit at reasonable times with reasonable notice. If the resident refuses to allow the inspection, the resident will be in violation of the lease.

### **NSPIRE INSPECTIONS [24 CFR 5.705(c); Notice PIH 2023-16]**

During an NSPIRE inspection, REAC inspectors will inspect areas and associated items or components that are listed in the regulations as affirmative requirements and those included within the NSPIRE standards. For most properties, the frequency of NSPIRE inspections is determined by the date of the prior inspection and the score received.

### **Notice to Residents [Notice PIH 2023-16]**

The PHA must provide notice to all residents as described in 24 CFR 5.711(h) and the lease.

#### **PHA Policy**

The PHA will provide all residents with at least seven days' notice of an NSPIRE inspection. Notice will be provided through multiple communication methods, including by posted notice on each resident's door and through email where applicable. All materials, notices, and communications to families regarding the inspection will be clearly communicated and provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the



Rehabilitation Act (Section 504) and HUD’s Section 504 regulation, and Titles II or III of the Americans with Disabilities Act (ADA) and implementing regulations.

### **24-Hour Corrections [24 CFR 5.711(c); Notice PIH 2023-16]**

At the conclusion of the NSPIRE inspection, or at the end of the day on multi-day inspections, HUD provides the PHA with a list of Life-Threatening and Severe deficiencies. The PHA must correct all Life-Threatening and Severe deficiencies within 24 hours, with certification of correction submitted to HUD within two business days of receipt of notification of the deficiency.

If permanent repair will take longer than the allowable time in the relevant standard for the deficiency, the PHA must provide HUD with a timeframe for completing permanent repairs and submit evidence that the repair is in progress. Any extension to the allowable time for rectifying the deficiency is allowed only upon HUD approval for good cause.

#### PHA Policy

The PHA will correct all Life-Threatening and Severe deficiencies within 24 hours. Correcting the deficiency means the PHA will resolve or sufficiently address the deficiency in a manner that it no longer poses a severe health or safety risk to residents or the hazard is blocked until permanent repairs can be completed. A correction could include controlling or blocking access to the hazard by performing a temporary relocation of the resident while repairs are made.

While the PHA will complete all repairs expeditiously, if a permanent repair is not possible within 24-hours, the PHA will correct the deficiency by performing an interim repair to remove the health and safety hazard. If the correction is temporary or professional services or materials are unavailable within 24 hours, the PHA will provide a target date for permanent correction. Such interim repairs will be fully completed within a reasonable timeframe approved by HUD.

The family must allow the PHA access to the unit to make repairs.

### **Non-emergency Repairs**

Under NSPIRE, the PHA must correct Moderate deficiencies within 30 days and Low deficiencies within 60 days, or as otherwise provided in the NSPIRE standards. Repairs should be permanent fixes, unless otherwise approved by HUD in writing. HUD may also prescribe timelines in Corrective Action Plans as defined in 24 CFR 902.3 or Corrective Action Agreements as described in 24 CFR 902.105.

#### PHA Policy

If the PHA is unable to make repairs within the periods identified in the NSPIRE standards due to circumstances beyond the PHA’s control (e.g., required parts or services are not available, weather conditions, etc.), the PHA will provide HUD with a timeframe for completing permanent repairs and obtain HUD approval. The PHA will also notify the family of an estimated date of completion.

The family must allow the PHA access to the unit to make repairs.



Except for emergencies, management will not enter the dwelling unit to perform repairs where a pet resides unless accompanied for the entire duration of the repair by the pet owner or responsible person designated by the pet owner in accordance with the pet policies in Section 10-II.D.



## Chapter 11

### RECERTIFICATIONS

[24 CFR 960.257, 960.259, 966.4]

#### INTRODUCTION

With the exception of non-public housing over income families, the PHA is required to reexamine each family's income and composition periodically, and to adjust the family's rent accordingly. PHAs must adopt policies for conducting annual and interim reexaminations that are consistent with regulatory requirements and must conduct reexaminations in accordance with such policies [24 CFR 960.257(c)].

The frequency with which the PHA must reexamine the income and composition of a family depends on whether the family pays income-based rent or flat rent. HUD requires the PHA to offer all families the choice of paying income-based rent or flat rent at least annually. The PHA's policies for offering families a choice of rents are located in Chapter 6.

This chapter discusses both annual and interim reexaminations.

Part I: Annual Reexaminations for Families Paying Income Based Rents. This part discusses the requirements for annual reexamination of income and family composition. Full reexaminations are conducted at least once a year for families paying income-based rents.

Part II: Reexaminations for Families Paying Flat Rents. This part contains the PHA's policies for conducting full reexaminations of family income and composition for families paying flat rents. These full reexaminations are conducted at least once every three years. This part also contains the PHA's policies for conducting annual updates of family composition for flat rent families.

Part III: Interim Reexaminations. This part includes HUD requirements and PHA policies related to when a family may and must report changes that occur between annual reexaminations.

Part IV: Recalculating Tenant Rent. After gathering and verifying required information for an annual or interim reexamination, the PHA must recalculate the tenant rent. While the basic policies that govern these calculations are provided in Chapter 6, this part describes the policies that affect these calculations during a reexamination.

Part V: Non-Interim Reexamination Transactions. This part describes transactions that do not entail changes to the family's adjusted income.

Policies governing reasonable accommodation, family privacy, required family cooperation, and program abuse, as described elsewhere in this ACOP, apply to annual and interim reexaminations.



## **PART I: ANNUAL REEXAMINATIONS FOR FAMILIES PAYING INCOME-BASED RENTS [24 CFR 960.257]**

### **OVERVIEW**

For those families who choose to pay income-based rent, the PHA must conduct a reexamination of income and family composition at least annually [24 CFR 960.257(a)(1)]. With the exception of over-income families, who must have their income reviewed at 12 and 24 months, for flat rent families, the PHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.257(a)(2)]. For any non-public housing over income families, the PHA may not conduct an annual reexamination of family income. Policies related to the reexamination process for families paying flat rent are located in Part II of this chapter.

For all residents of public housing, whether those residents are paying income-based or flat rents, the PHA must conduct an annual review of community service requirement compliance. This annual reexamination is also a good time to have residents sign consent forms for criminal background checks in case the criminal history of a resident is needed at some point for the purposes of lease enforcement or eviction.

The PHA is required to obtain all of the information necessary to conduct reexaminations. How that information will be collected is left to the discretion of the PHA. Families are required to provide current and accurate information on income, assets, allowances and deductions, family composition and community service compliance as part of the reexamination process [24 CFR 960.259].

Unlike when performing an interim reexamination or at intake, at annual reexamination, the PHA must determine the income of the family for the previous 12-month period. Income from assets, however, is always anticipated, irrespective of the income examination type [Notice PIH 2023-27]. Chapter 7 contains the PHA's policies related to streamlined income determinations.

This part contains the PHA's policies for conducting annual reexaminations.

### **1. SCHEDULING ANNUAL REEXAMINATIONS**

The PHA must establish a policy to ensure that the annual reexamination for each family paying an income-based rent is completed within a 12-month period [24 CFR 960.257(a)(1)].

#### PHA Policy

Generally, the PHA will schedule annual reexaminations to coincide with the family's anniversary date. The PHA will begin the annual reexamination process approximately 120 days in advance of the scheduled effective date.

*Anniversary date* is defined as 12 months from the effective date of the family's last annual reexamination or, during a family's first year in the program, from the effective date of the family's initial examination (admission).

If the family transfers to a new unit, the PHA will perform a new annual reexamination, and the anniversary date will be changed.

The PHA may also schedule an annual reexamination for completion prior to the anniversary date for administrative purposes.





## **Notification of and Participation in the Annual Reexamination Process**

The PHA is required to obtain information needed to conduct annual reexaminations. How that information will be collected is left to the discretion of the PHA. However, PHAs should give tenants who were not provided the opportunity to provide contact information at the time of admission the option to complete Form HUD-92006 at this time. The PHA should provide the family with the opportunity to update, change, or remove information from the HUD-92006 at the time of the annual reexamination [Notice PIH 2009-36].

### PHA Policy

Families generally are required to participate in an annual reexamination interview, which must be attended by the head of household, spouse, or cohead. If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the PHA to request a reasonable accommodation (See Chapter 1).

Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time, and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview.

If the family is unable to attend a scheduled interview, the family should contact the PHA in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend the scheduled interview the PHA will send a second notification with a new interview appointment time.

If a family fails to attend two scheduled interviews without PHA approval, the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 12.

An advocate, interpreter, or other assistant may assist the family in the interview process.

## **2. CONDUCTING ANNUAL REEXAMINATIONS**

The terms of the public housing lease require the family to furnish information regarding income and family composition as may be necessary for the redetermination of rent, eligibility, and the appropriateness of the housing unit [24 CFR 966.4(c)(2)].

### PHA Policy

Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a PHA-designated reexamination form as well as supporting documentation related to the family's income, expenses, and family composition.

Any required documents or information that the family is unable to provide at the time of the interview or any stated deadline must be provided within 10 business days of the interview. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 12.



The information provided by the family generally must be verified in accordance with the policies in Chapter 7. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include:

- Legal identity
- Age
- Social security numbers
- A person's disability status
- Citizenship or immigration status

### **3. CALCULATING ANNUAL INCOME AT ANNUAL REEXAMINATION [24 CFR 5.609(c)(2) and Notice PIH 2023-27]**

The PHA must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations, except where the PHA uses a streamlined income determination as indicated in Chapter 7 of this policy. The PHA may also use Safe harbor income determinations dated within the last 12 months from a means-tested federal public assistance program at annual reexamination as outlined in Chapter 7 of this policy.

Except when using streamlined or safe harbor income determinations, in determining the income of the family for the previous 12-month period, any change of income since the family's last annual reexamination, including those that did not meet the threshold to process an interim reexamination in accordance with PHA policies and 24 CFR 5.657(c) or 960.257(b) must be considered.

Income from assets is always anticipated, irrespective of the income examination type.

A change in income may be a loss of income or the addition of a new source of income. Changing to a different employer in the prior year does not necessarily constitute a change if the income earned from either employer is substantially the same. The PHA should look at the entirety of the family's unearned income and earned income from the prior year in which earned income may have been one constant job or many different jobs that start and stop.

Cost of Living Adjustments (COLA) to Social Security income and Social Security disability income are always considered changes to income because the COLA is an adjustment that automatically occurs annually by law. See Chapter 6 for PHA policies on when the COLA is applied and Chapter 7 on streamlined determination of income for inflationary adjustments.

Notice PIH 2023-27 lists the following steps to calculate both earned and unearned income at annual reexamination.

**Step 1:** The PHA determines annual income for the previous 12-month period by reviewing the following information:

- The EIV Income Report pulled within 120 days of the effective date of the annual reexamination;



- The income reported on the most recent HUD-50058; and
- The amount of prior-year income reported by the family on the PHA's annual reexamination paperwork.

**Step 2:** The PHA takes into consideration any interim reexamination of family income completed since the last annual reexamination.

- If there was an interim reexamination performed, the PHA must use the annual income from the interim to determine the family's total annual income, provided there are no additional changes.
- If the PHA did not perform an interim or there have been changes since the last reexamination, the PHA moves to Step 3.

**Step 3:** If there were changes in annual income not processed by the PHA since the last reexamination, the PHA must use current income. The family will be required to report their income for the prior year and whether there have been permanent changes.

If there are no reported changes to an income source, the PHA may use documentation of prior-year income to calculate the annual income. For example, the PHA may use the following documentation:

- EIV + self-certification (wages, Supplemental Security Income (SSI), Social Security, and unemployment)
- Current written third-party verification from the source verifying prior-year income that is dated within 120 days of receipt by the PHA, for example:
  - Year-end statements
  - Paycheck with year-to-date amounts
  - Tax forms (Form 1040, W2, 1099, etc.)

If there are reported changes by the family or the PHA notes discrepancies between EIV and what the family reports, the PHA must follow the verification hierarchy (described in Chapter 7) to document and verify income. Exhibit 9-1 provides detailed examples of how the PHA calculates income from different sources at annual reexamination using the above method.

#### PHA Policy

When income is calculated using a streamlined income determination or Safe Harbor determination from a means-tested federal public assistance program in accordance with PHA policies in Chapter 7, the above is not applicable. However, where the family disagrees with the PHA or other agency's determination of income or the PHA has other reason to use third-party verification in these circumstances, then the above will apply.

## **4. OTHER CONSIDERATIONS**

### **Change in Unit Size**

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. The PHA may use the results of the annual



reexamination to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies related to such transfers are located in Chapter 8.

### **Criminal Background Checks**

Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)(1)(ii)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 13-IV.B.

#### PHA Policy

Each household member age 18 and over will be required to execute a consent form for a criminal background check as part of the annual reexamination process.

Additionally, HUD recommends that at annual reexaminations PHAs ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state [Notice PIH 2012-28].

#### PHA Policy

At the annual reexamination, the PHA will ask whether the tenant, or any member of the tenant's household, is subject to a lifetime sex offender registration requirement in any state. The PHA will use the Dru Sjodin National Sex Offender database to verify the information provided by the tenant.

If the PHA proposes to terminate assistance based on lifetime sex offender registration information, the PHA must notify the household of the proposed action and must provide the subject of the record and the tenant a copy of the record and an opportunity to dispute the accuracy and relevance of the information prior to termination. [24 CFR 5.903(f) and 5.905(d)]. (See Chapter 12.)

### **Compliance with Community Service**

For families who include nonexempt individuals, the PHA must determine compliance with community service requirements once each 12 months [24 CFR 960.257(a)(3)].

See Chapter 14 for the PHA's policies governing compliance with the community service requirement.

## **5. EFFECTIVE DATES**

As part of the annual reexamination process, the PHA must make appropriate adjustments in the rent after consultation with the family and upon verification of the information [24 CFR 960.257(a)(1)].

#### PHA Policy

In general, an *increase* in the tenant rent that results from an annual reexamination will take effect on the family's anniversary date, and the family will be notified at least 30 days in advance.

If less than 30 days remain before the scheduled effective date, the increase will take effect on the first of the month following the end of the 30-day notice period.



If the PHA chooses to schedule an annual reexamination for completion prior to the family’s anniversary date for administrative purposes, the effective date will be determined by the PHA, but will always allow for the 30-day notice period.

If the family causes a delay in processing the annual reexamination, *increases* in the tenant rent will be applied retroactively, to the scheduled effective date of the annual reexamination. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the policies in Chapter 13.

In general, a *decrease* in the tenant rent that results from an annual reexamination will take effect on the family’s anniversary date.

If the PHA chooses to schedule an annual reexamination for completion prior to the family’s anniversary date for administrative purposes, the effective date will be determined by the PHA.

If the family causes a delay in processing the annual reexamination, *decreases* in the tenant rent will be applied prospectively, from the first day of the month following completion of the reexamination processing.

Delays in reexamination processing are considered to be caused by the family if the family fails to provide information requested by the PHA by the date specified, and this delay prevents the PHA from completing the reexamination as scheduled.

## **PART II: REEXAMINATIONS FOR FAMILIES PAYING FLAT RENTS**

### **[24 CFR 960.253(f)]**

#### **OVERVIEW**

HUD requires that the PHA offer all families the choice of paying income-based rent or flat rent at least annually. The PHA’s policies for offering families a choice of rents are located in Chapter 6.

For families who choose flat rents, the PHA must conduct a reexamination of family composition at least annually and must conduct a reexamination of family income at least once every three years [24 CFR 960.253(f)]. The PHA is only required to provide the amount of income-based rent the family might pay in those years that the PHA conducts a full reexamination of income and family composition, or upon request of the family after the family submits updated income information [24 CFR 960.253(e)(2)]. However, these regulations are not applicable to over-income families. Once an over-income determination is made, the PHA must conduct an income reexamination at 12 and 24 months, as applicable, to determine if the family remains over-income [Notice PIH 2023-03].

As it does for families that pay income-based rent, the PHA must also review compliance with the community service requirement for families with nonexempt individuals.

This part contains the PHA’s policies for conducting reexaminations of families who choose to pay flat rents.

#### **1. FULL REEXAMINATION OF FAMILY INCOME AND COMPOSITION**



## Frequency of Reexamination

### PHA Policy

For families paying flat rents, the PHA will conduct a full reexamination of family income and composition once every three years.

However, for flat rent families who become over-income, this policy will not apply. The PHA will instead review family income at 12 and 24 months following the initial over-income determination as needed to verify the family remains over-income. The family will continue to be given a choice between income-based and flat rent at each annual reexamination during the over-income grace period.

If the family is subsequently determined to no longer be over-income:

If the determination is the result of an annual reexamination, the family will be given a choice between income-based or flat rent at reexam. If the family selects flat rent, the PHA will resume reexamination of family income and composition once every three years.

If determination is as a result of an interim reexamination, the PHA will conduct an annual reexamination for the family at their next scheduled annual date. If the family selects flat rent, the PHA will resume reexamination of family income and composition once every three years. Families will only be given the choice between income-based and flat rent at annual reexamination.

## Reexamination Policies

### PHA Policy

In conducting full reexaminations for families paying flat rents, the PHA will follow the policies used for the annual reexamination of families paying income-based rent as set forth in Sections 9-I.B through 9-I.E above.

## 2. REEXAMINATION OF FAMILY COMPOSITION (“ANNUAL UPDATE”)

As noted above, if full reexaminations are conducted every three years for families paying flat rents, in the years between full reexaminations, regulations require the PHA to conduct a reexamination of family composition (“annual update”) [24 CFR 960.257(a)(2)]. Over-income families who select the flat rent are not subject to annual update as their income must be reviewed at 12 and 24 months as applicable.

The annual update process is similar to the annual reexamination process, except that the PHA does not collect information about the family’s income and expenses, and the family’s rent is not recalculated following an annual update.

### **Scheduling**

The PHA must establish a policy to ensure that the reexamination of family composition for families choosing to pay the flat rent is completed at least annually [24 CFR 960.257(a)(2)].

### PHA Policy

For families paying flat rents, annual updates will be conducted in each of the 2 years following the full reexamination.



In scheduling the annual update, the PHA will follow the policy used for scheduling the annual reexamination of families paying income-based rent as set forth in Section 9-I.B. above.

### **Conducting Annual Updates**

The terms of the public housing lease require the family to furnish information necessary for the redetermination of rent and family composition [24 CFR 966.4(c)(2)].

#### PHA Policy

Generally, the family will not be required to attend an interview for an annual update. However, if the PHA determines that an interview is warranted, the family may be required to attend.

Notification of the annual update will be sent by first-class mail and will inform the family of the information and documentation that must be provided to the PHA. The family will have 10 business days to submit the required information to the PHA. If the family is unable to obtain the information or documents within the required time frame, the family may request an extension. The PHA will accept required documentation by mail, by email, by fax, or in person.

If the family's submission is incomplete, or the family does not submit the information in the required time frame, the PHA will send a second written notice to the family. The family will have 10 business days from the date of the second notice to provide the missing information or documentation to the PHA.

If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be in violation of their lease and may be terminated in accordance with the policies in Chapter 12.

### ***Change in Unit Size***

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. The PHA may use the results of the annual update to require the family to move to an appropriate size unit [24 CFR 960.257(a)(4)]. Policies related to such transfers are located in Chapter 8.

### ***Criminal Background Checks***

Information obtained through criminal background checks may be used for lease enforcement and eviction [24 CFR 5.903(e)]. Criminal background checks of residents will be conducted in accordance with the policy in Section 13-IV.B.

#### PHA Policy

Each household member age 18 and over will be required to execute a consent form for criminal background check as part of the annual update process.

### ***Compliance with Community Service***

For families who include nonexempt individuals, the PHA must determine compliance with community service requirements once each 12 months [24 CFR 960.257(a)(3)].



See Chapter 14 for the PHA's policies governing compliance with the community service requirement.





## **PART III: INTERIM REEXAMINATIONS [24 CFR 960.257(b); 24 CFR 966.4; and Notice PIH 2023-27]**

### **OVERVIEW**

Family circumstances may change during the period between annual reexaminations. HUD and PHA policies define the types of information about changes in family circumstances that must be reported, and under what circumstances the PHA must process interim reexaminations to reflect those changes.

A family may request an interim determination of family income or composition because of any changes since the last determination. The PHA must conduct any interim reexamination within a reasonable period of time after the family request or when the PHA becomes aware of a change in the family's adjusted income that must be processed in accordance with HUD regulations. What qualifies as a "reasonable time" may vary based on the amount of time it takes to verify information, but the PHA generally should conduct the interim reexamination not longer than 30 days after the PHA becomes aware of changes in income.

Notice PIH 2023-27 changes the conditions under which interim reexaminations must be conducted, codifies when interim reexaminations should be processed and made effective, and requires related changes for annual reexaminations and streamlined income determinations. When the PHA determines that an interim reexamination of income is necessary, they must ask the family to report changes in all aspects of adjusted income.

### **1. CHANGES IN FAMILY AND HOUSEHOLD COMPOSITION**

#### **Reporting**

PHAs must require families to report household composition changes; however, PHAs determine the timeframe in which reporting happens [Notice PIH 2023-27]. The PHA must adopt policies prescribing when and under what conditions the family must report changes in family composition [24 CFR 960.257(b)(5)].

Changes in family or household composition may make it appropriate to consider transferring the family to comply with occupancy standards. Policies related to such transfers are located in Chapter 8.

#### PHA Policy

All families, those paying income-based rent as well as flat rent, must report all changes in family and household composition that occur between annual reexaminations (or annual updates) within 10 business days of the change.

The PHA will conduct interim reexaminations to account for any changes in household composition that occur between annual reexaminations.

#### **New Family Members Not Requiring Approval**

The addition of a family member as a result of birth, adoption, or court-awarded custody does not require PHA approval. However, the family is required to promptly notify the PHA of the addition [24 CFR 966.4(a)(1)(v)].



## **New Family and Household Members Requiring Approval**

With the exception of children who join the family as a result of birth, adoption, or court-awarded custody, a family must request PHA approval to add a new family member [24 CFR 966.4(a)(1)(v)] or other household member (live-in aide or foster child) [24 CFR 966.4(d)(3)].

The PHA may adopt reasonable policies concerning residence by a foster child or a live-in aide and defining the circumstances in which PHA consent will be given or denied. Under such policies, the factors considered by the PHA may include [24 CFR 966.4(d)(3)(i)]:

- Whether the addition of a new occupant may necessitate a transfer of the family to another unit, and whether such units are available.
- The PHA's obligation to make reasonable accommodation for persons with disabilities.

### PHA Policy

Families must request PHA approval to add a new family member, live-in aide, foster child, or foster adult. This includes any person not on the lease who is expected to stay in the unit for more than 14 consecutive days or a total of 30 cumulative calendar days during any 12-month period and therefore no longer qualifies as a "guest." Requests must be made in writing and approved by the PHA prior to the individual moving into the unit.

If adding a person to a household (other than a child by birth, adoption, or court-awarded custody) will require a transfer to a larger size unit (under the transfer policy in Chapter 8), the PHA will approve the addition only if the family can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by the PHA. Exceptions will be made on a case-by-case basis.

The PHA will not approve the addition of a new family or household member unless the individual meets the PHA's eligibility criteria (see **Chapter 2**) and documentation requirements (See Chapter 7).

If the PHA determines that an individual does not meet the PHA's eligibility criteria or documentation requirements, the PHA will notify the family in writing of its decision to deny approval of the new family or household member and the reasons for the denial.

The PHA will make its determination within 10 business days of receiving all information required to verify the individual's eligibility.

## **Departure of a Family or Household Member**

The family must promptly notify the PHA if any household member (including a live-in aide, foster child, or foster adult) no longer lives in the unit. The PHA must process an interim for all decreases in adjusted income when a family member permanently moves out of the unit.

### PHA Policy

If a household member ceases to reside in the unit, the family must inform the PHA within 10 business days. This requirement also applies to family members who had been considered temporarily absent, who are now permanently absent.

The PHA will process an interim if the family's adjusted income will decrease as a result of a family member permanently moving out of the unit.



## 2. CHANGES AFFECTING INCOME OR EXPENSES

### PHA Policy

This section only applies to families paying income-based rent. Families paying flat rent are not required to report changes in income or expenses.

Interim reexaminations for changes in income or expenses may be scheduled either because the PHA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change.

The PHA must estimate the income of the family for the upcoming 12-month period to determine family income for an interim reexamination [24 CFR 5.609(c)(1)]. Policies for projecting income are found in Chapter 6.

### **Interim Decreases [24 CFR 960.257(b)(2) and Notice PIH 2023-27]**

A family may request an interim determination of family income for any change since the last determination. However, the PHA may decline to conduct an interim reexamination if the PHA estimates the family's adjusted income will decrease by an amount that is less than 10 percent of the family's adjusted income. The PHA may set a lower threshold in PHA policy such as performing an interim for any decreases in adjusted income, although HUD prohibits the PHA from setting a dollar-figure threshold.

However, while the PHA has some discretion, HUD requires that the PHA perform an interim reexamination for a decrease in adjusted income of any amount in two circumstances:

- When there is a decrease in family size attributed to the death of a family member; or
- When a family member permanently moves out of the assisted unit during the period since the family's last reexamination.

In the above circumstances, the PHA must perform an interim reexamination for any decrease in adjusted income.

If the net effect of the changes in adjusted income due to a decrease in family size results in no change or an increase in annual adjusted income, then PHA must process the removal of the household member(s) as a non-interim reexamination transaction without making changes to the family's annual adjusted income.

### PHA Policy

The PHA will conduct an interim reexamination any time the family's adjusted income has decreased by any amount.

### **Interim Increases [24 CFR 960.257(b)(3) and Notice PIH 2023-27]**

#### ***Increases Less than 10 Percent***

PHAs must not process interim reexaminations for income increases that result in less than a 10 percent increase in annual adjusted income.

#### ***Increases 10 Percent or Greater***



PHAs must conduct an interim reexamination of family income when the PHA becomes aware that the family's adjusted income has changed by an amount that the PHA estimates will result in an increase of 10 percent or more in adjusted income, with the following exceptions:

- PHAs may not consider any increases in earned income when estimating or calculating whether the family's adjusted income has increased, unless the family has previously received an interim reduction during the same reexamination cycle; and
- PHAs may choose not to conduct an interim reexamination during the last three months of a certification period if a family reports an increase in income within three months of the next annual reexamination effective date.

When the family previously received an interim reexamination for a decrease to adjusted income during the same annual reexamination cycle, a PHA has the discretion whether to consider a subsequent increase in earned income.

#### PHA Policy

When a family reports an increase in their **earned income** between annual reexaminations, the PHA will not conduct an interim reexamination, regardless of the amount of the increase, and regardless of whether there was a previous decrease since the family's last annual reexamination.

The PHA will process an interim reexamination for any increases in unearned income of 10 percent or more in adjusted income.

The PHA will not perform an interim reexamination when a family reports an increase in income (whether earned or unearned income) within three months of their annual reexamination effective date. However, families who delay reporting income increases until the last three months of their certification period may be subject to retroactive rent increases in accordance with the PHA policies in Addendum 5.

#### ***Concurrent Increases in Earned and Unearned Income***

When the family reports an increase in both earned and unearned income at the same time, the PHA must look at the earned and unearned income changes independently of each other to determine if an interim reexamination is performed. The PHA will only conduct an interim reexamination when the increase independently meets the 10 percent threshold and all other requirements for performing interim reexaminations. For example, if a family reported increases in both earned and unearned income that overall resulted in a 12 percent increase in their adjusted income, but the change in earned income represented a 7 percent increase and the change in unearned income represented a 5 percent increase, the PHA may not perform an interim for either change since neither change meets the 10 percent threshold amount independently. If the change in unearned income met the 10 percent threshold in this case, the PHA would be required to perform an interim. If the change in earned income met the 10 percent threshold in this case, the PHA would refer to PHA policy to determine whether an interim was required.

#### ***Cumulative Increases***



A series of smaller reported increases in adjusted income may cumulatively meet or exceed the 10-percent increase threshold, at which point the PHA must conduct an interim reexamination in accordance with PHA policy.

***Public Housing Over-Income Families [24 CFR 960.507(c); Notice PIH 2020-3; and Notice PIH 2023-27]***

Regardless of changes in adjusted income, in some circumstances the PHA is required to conduct an interim reexamination to determine whether a family's income continues to exceed the public housing over-income limit. PHAs are required to conduct income examinations of public housing families who have been determined to exceed the over-income limit at specific intervals. When a PHA makes an initial determination that a family is over-income during an interim reexamination, the PHA must conduct a second interim reexamination 12 months after the over-income determination, and then again 12 months after the second over-income determination, unless the family's income falls below the over-income limit during the 24-month period. This continued evaluation of the family's over-income status requires the PHA to notify any family that exceeds the over-income limit that they remain over the income limit, even if the family is paying the flat rent [24 CFR 960.253]. An interim income reexamination to determine if a public housing family remains over-income does not reset the family's normal annual reexamination date.

***Family Reporting***

The PHA must adopt policies consistent with HUD regulations prescribing when and under what conditions the family must report a change in family income or composition [24 CFR 960.257(b)(5)].

PHA policy may require families to report only changes that the family estimates meet the threshold for an interim reexamination or the PHA may establish policies requiring that families report all changes in income and household composition, and the PHA will subsequently determine if the change requires an interim reexamination [Notice PIH 2023-27].

When the PHA determines that an interim reexamination of income is necessary, they must ask the family to report changes in all aspects of adjusted income. For example, if the family is reporting a decrease in adjusted income that is more than 10 percent, but the family also had a change in assets that would result in a change in income, the change in assets must also be reviewed [Notice PIH 2023-27]. Look to create a letter

***\*\*Stopped 2/1/24\*\****

**PHA Policy**

The family will be required to report all changes in income regardless of the amount of the change, whether the change is to earned or unearned income, or if the change occurred during the last three months of the certification period. Families must report changes in income within 10 business days of the date the change takes effect. The family may notify the PHA of changes either orally or in writing. If the family provides oral notice, the PHA may also require the family to submit the changes in writing.

Within 10 business days of the family reporting the change, the PHA will determine whether the change will require an interim reexamination.



If the change will not result in an interim reexamination, the PHA will note the information in the tenant file but will not conduct an interim reexamination. The PHA will send the family written notification within 10 business days of making this determination informing the family that the PHA will not conduct an interim reexamination.

If the change will result in an interim reexamination, the PHA will determine the documentation the family will be required to submit based on the type of change reported and PHA policies in Chapter 11. The PHA will ask the family to report changes in all aspects of adjusted income at this time. The family must submit any required information or documents within 10 business days of receiving a request from the PHA. This time frame may be extended for good cause with PHA approval. The PHA will accept required documentation by mail, email, fax, or in person. The PHA will conduct the interim within a reasonable time period based on the amount of time it takes to verify the information.

Generally, the family will not be required to attend an interview for an interim reexamination. However, if the PHA determines that an interview is warranted, the family may be required to attend.

### 3. EFFECTIVE DATES

#### **Changes Reported Timely [24 CFR 960.257(b)(6) and Notice PIH 2023-27]**

If the family reports a change in family income or composition timely in accordance with PHA policies:

- For rent increases, the PHA must provide the family with 30 days advance written notice. The rent increase is effective the first of the month after the end of that 30-day notice period.
- Rent decreases are effective on the first month after the date of the actual change leading to the interim reexamination of family income. **This means the decrease will be applied retroactively.**

#### **Changes Not Reported Timely [24 CFR 960.257(b)(6)(ii) and (iii) and Notice PIH 2023-27]**

If the family failed to report a change in family income or composition timely in accordance with PHA policies:

- For rent increases, the PHA must implement any resulting rent increases retroactively to the first of the month following the date of the change leading to the interim reexamination of family income.
- For rent decreases, the PHA must implement the change no later than the first rent period following completion of the interim reexamination.

However, the PHA may choose to adopt a policy that would make the effective date of the rent decrease retroactive to the first of the month following completion of the reexamination. PHAs may choose to establish conditions or requirements for when such a retroactive application would apply. PHAs that choose to adopt such policies must ensure the earliest date that the retroactive decrease is applied is the later of:



- The first of the month following the date of the change that led to the interim reexamination; or
- The first of the month following the most recent previous income examination.

In applying a retroactive change in rent as the result of an interim reexamination, the PHA must clearly communicate the effect of the retroactive adjustment to the family so that there is no confusion over the amount of the rent that is the family's responsibility.

#### PHA Policy

In general, when the family fails to report a change in income or family composition timely, and the change would lead to a rent decrease, the PHA will apply the decrease the first of the month following completion of the interim reexamination.

However, the PHA will apply the results of the interim reexamination retroactively where a family's ability to report a change in income promptly may have been hampered due to extenuating circumstances such as a natural disaster or disruptions to PHA management operations. The PHA will decide to apply decreases retroactively on a case-by-case basis.

When the PHA applies the results of interim decreases retroactively, the PHA will clearly communicate the effect of the retroactive adjustment to the family and may enter into a repayment agreement in accordance with PHA policies.

### **PART IV: RECALCULATING TENANT RENT**

#### **OVERVIEW**

For those families paying income-based rent, the PHA must recalculate the rent amount based on the income information received during the reexamination process and notify the family of the changes [24 CFR 966.4, 960.257]. While the basic policies that govern these calculations are provided in Chapter 6, this part lays out policies that affect these calculations during a reexamination.

#### **1. CHANGES IN UTILITY ALLOWANCES [24 CFR 965.507, 24 CFR 966.4]**

The tenant rent calculations must reflect any changes in the PHA's utility allowance schedule [24 CFR 960.253(c)(3)].

#### PHA Policy

Unless the PHA is required to revise utility allowances retroactively, revised utility allowances will be applied to a family's rent calculations at the first annual reexamination after the allowance is adopted.

#### **2. NOTIFICATION OF NEW TENANT RENT**

The public housing lease requires the PHA to give the tenant written notice stating any change in the amount of tenant rent, and when the change is effective [24 CFR 966.4(b)(1)(ii)].

When the PHA redetermines the amount of rent (Total Tenant Payment or Tenant Rent) payable by the tenant, not including determination of the PHA's schedule of Utility Allowances for families in the PHA's Public Housing Program, or determines that the tenant must transfer to



another unit based on family composition, the PHA must notify the tenant that the tenant may ask for an explanation stating the specific grounds of the PHA determination, and that if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the PHA's grievance procedure [24 CFR 966.4(c)(4)].

### 3. DISCREPANCIES

During an annual or interim reexamination, the PHA may discover that information previously reported by the family was in error, or that the family intentionally misrepresented information. In addition, the PHA may discover errors made by the PHA. When errors resulting in the overpayment or underpayment of rent are discovered, corrections will be made in accordance with the policies in Addendum 5.

## **PART V: NON-INTERIM REEXAMINATION TRANSACTIONS [Notice PIH 2023-27]**

Families may experience changes within the household that do not trigger an interim reexamination under PHA policy and HUD regulations but which HUD still requires the PHA to report via Form HUD-50058. These are known as *non-interim reexamination transactions*. In these cases, PHAs will submit a separate, new action code on Form HUD-50058. The following is a list of non-interim reexamination transactions:

- Adding or removing a hardship exemption for the child care expense deduction;
- Updating or removing the phased-in hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction (the phased-in relief will begin at an eligible family's first annual or interim reexamination, whichever is sooner, after January 1, 2024);
- Adding or removing general hardship relief for the health and medical care expense deduction and/or reasonable attendant care and auxiliary apparatus expense deduction;
- Adding or removing a minimum rent hardship;
- Adding or removing a non-family member (i.e., live-in aide, foster child, foster adult);
- Ending a family's EID or excluding 50 percent (decreased from 100 percent) of a family member's increase in employment income at the start of the second 12-month EID period.
- Adding a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
- Removing a family member and the increase in adjusted income does not trigger an interim reexamination under the final rule;
- Adding/updating a family or household member's Social Security number; and
- Updating a family member's citizenship status from eligible to ineligible or vice versa, resulting in a change to the family's rent and/or utility reimbursement, if applicable (i.e., family begins receiving prorated assistance or previously prorated assistance becomes full assistance), or updating the prorated rent calculation due to the addition or removal of family members in household with an ineligible noncitizen(s).





PHAs must make all other changes to assets, income, and deductions at the next annual or interim reexamination of income, whichever is sooner.

## EXHIBIT 9-1: CALCULATING INCOME AT ANNUAL REEXAMINATION

### Example 1: Calculating Annual Income at Annual Reexamination Using EIV

|  |                                      |
|--|--------------------------------------|
| Staff are processing the 3/1/2024 annual reexamination for Ruby Myers and her minor daughter, Georgia. No interim reexaminations have been processed, and Ruby has not reported any changes to annual income to the PHA since the 3/1/2023 annual reexamination. The SSA-published 2024 COLA is 7 percent. |                                      |
| <u>Last reexamination – 3/1/2023 Annual Reexamination</u>  |                                      |
| <u>Ruby:</u>   | <u>Georgia:</u>                      |
| <u>Wages: \$30,000</u>   | <u>SSI: \$10,980 (\$915 monthly)</u> |

#### The EIV report pulled on 12/15/2023

|   |                            |
|---|----------------------------|
| Ruby:   | Georgia:                   |
| Wages Total: \$33,651                           | SSI Total: \$10,980        |
| Quarter 3 of 2023: \$8,859 (City Public School) | 2023 benefit \$915 monthly |
| Quarter 2 of 2023: \$8,616 (City Public School) |                            |
| Quarter 1 of 2023: \$8,823 (City Public School) |                            |
| Quarter 4 of 2022: \$7,353 (City Public School) |                            |

|  |   |
|--|---|
| <u>Income Reported on Reexamination Application</u>  |   |
| <u>Ruby:</u>   | <u>Georgia:</u>   |
| <u>Wages at City Public School: \$32,000</u><br><u>(switched jobs but no permanent change to amount)</u>   | <u>SSI benefits: \$10,980 (no changes)</u>  |
| <u>Calculating Ruby’s wages:</u>   | <u>Calculating Georgia’s SSI benefit:</u>   |
| Step 1: Determine prior annual income from EIV (i.e., Q4 2022 through Q3 of 2023: \$33,651).   | Step 1: Determine the prior annual income from EIV (i.e., \$915 x 12 months: \$10,980).   |
| Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination (in this case, there have been no interim | Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination (in this case, there have been no interim reexaminations processed since the last annual reexamination). |



|  |  |
|--|--|
| <p>reevaluations processed since the last annual reevaluation).</p> <p>Step 3: Ruby certifies that the \$33,651 of wages in EIV is accurate and reflects her current annual income, so the PHA will use \$33,651 for annual wages for the 3/1/2024 annual reevaluation given there have been no additional changes to annual income.</p> | <p>Step 3: Ruby certifies the SSI income in EIV is accurate and reflects Georgia’s current annual income. The PHA must adjust the prior-year income (2023 SSI benefit) by the 7- percent COLA and will use this amount to calculate annual SSI income for the 3/1/2024 annual reevaluation:</p> <p>COLA: \$64.05 (\$915 x 0.07)</p> <p>New gross SSI benefit: \$11,748.60 (\$979.05 x 12 months)</p> |
| <p>If Ruby did not agree with the annual wages reported in EIV, the PHA/MFH Owner would be required to verify her current income in accordance with HUD’s verification hierarchy.</p>  |  |
| <p><u>Summary of Annual Income (as reported on the HUD-50058)</u></p>  |  |
| <p>Ruby (Head of Household):</p> <p>Other Wage: \$33,651</p> <p>Myers Family Total Annual Income: \$45,399</p>   | <p>Georgia (Other Youth Under 18):</p> <p>SSI: \$11,748</p>  |

**Example 2: Calculating Annual Income at Annual Reevaluation Using EIV:  
Family Disagrees with EIV**

|  |
|--|
| <p>Staff are processing Paul Hewson’s 5/1/2024 annual reevaluation. Since the last annual reevaluation, Paul reported a decrease in annual income that exceeded 10 percent. Last year, Paul reported a decrease in earned income because he transferred from a full-time job at Sasha’s Sweets to a part-time job at Viking Bakery. Following HUD’s EIV verification hierarchy, staff confirmed Paul was no longer employed at Sasha’s Sweets and decreased his anticipated annual income from \$28,000 to \$7,500 resulting from his new part-time employment at Viking Bakery; an interim reevaluation was processed effective 7/1/2023. After the 7/1/2023 interim, Paul worked briefly at two different jobs, but he says he is no longer working and is not planning to work.</p> |
| <p><u>5/1/2023 Annual Reevaluation</u></p>   |
| <p><u>Wages: \$28,000</u></p>  |

The EIV report pulled on 1/15/2024

Wages Total: \$18,271

Quarter 3 of 2023: \$2,500 (Viking Bakery)



Quarter 3 of 2023: \$796 (Sweet Tooth Candy Bar)

Quarter 2 of 2023: \$1,300 (Sasha's Sweets)

Quarter 2 of 2023: \$584 (Larry's Concessions)

Quarter 2 of 2023: \$2,401 (Viking Bakery)

Quarter 1 of 2023: \$6,500 (Sasha's Sweets)

Quarter 4 of 2022: \$600 (Sasha's Sweets)

SS/SSI: No history of benefits

Income Reported on Reexamination Application

Wages: \$0 (permanent change; no longer receiving)

Social Security: \$14,400 (\$1,200 monthly)

Paul certified on the PHA's annual reexamination paperwork that he does not agree with the annual wages of \$18,271 reported in EIV and it is not reflective of his current anticipated annual income. He reported he is currently unemployed, and provided a copy of an award letter from the Social Security Administration to document that he will begin receiving a monthly disability benefit of \$1,200 effective 3/1/2024.

Calculating Wages and SS Benefit

Step 1: Determine prior annual income taking into consideration the 8/1/2023 interim reexamination (i.e., EIV wages reflected Q4 2022 through Q3 2023: \$18,271)

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there was a 7/1/2023 interim that reduced wages to \$7,500.

Step 3: Obtain documentation to verify current income and confirm Paul is no longer employed at Viking Bakery or The Sweet Tooth Candy Bar (the employers reported in the most recent quarter of EIV). This step is necessary, because Paul did not agree with the EIV income report or income reported on the last interim reexamination. Paul reported that he is no longer working at all.

Process the annual reexamination effective 5/1/2024 using annual SS income of \$14,400 and \$0 wages.

Summary of Annual Income (as reported on the HUD-50058)

Paul (Head of Household): \$14,400 (SS)

Hewson Family Total Annual Income: \$14,400



**Example 3: Calculating Annual Income at Annual Reexamination**

Staff are processing the 11/1/2024 annual reexamination for Samantha and Fergus Pool, head of household and spouse. On 2/14/2024 Samantha reported her monthly child support payment was reduced from \$200 to \$100 per month, but an interim reexamination was not processed because the reduction in child support income for Samantha’s daughter, Hailey, did not result in a decrease of 10 percent or more in annual adjusted income, and the PHA did not establish a lower threshold. Samantha did not report any additional changes to the PHA.

Last reexamination – 11/1/2023 Annual Reexamination

|                                 |   |
|---------------------------------|---|
| <u>Samantha:</u>                | <u>Fergus:</u>  |
| Business income: \$28,000       | Wages: \$8,250  |
| VA disability pension: \$12,000 | Other non-wage income: \$3,000 (Go Fund Me online fundraiser) |
| Child support: \$2,400          |   |

The EIV report pulled on 9/16/2024

|  |   |
|--|---|
| <u>Samantha:</u>                                       | <u>Fergus:</u>  |
| Wages Total: \$0 (no wage data reported since Q1 2023) | Wages Total: \$8,600                                      |
|  | Quarter 1 of 2024: \$2,100 (Ian’s Fish ‘n’ Chips)         |
|  | Quarter 1 of 2024: \$500 (Claire’s Healthcare Supplies)   |
|  | Quarter 4 of 2023: \$1,000 (Claire’s Healthcare Supplies) |
|  | Quarter 3 of 2023: \$1,800 (The Onion Garden Shop)        |
|  | Quarter 2 of 2023: \$3,200 (Ivar’s Fish Haus)             |

Current Family Circumstances: Income Reported on Reexamination Application

Samantha and Fergus reported how much income was earned/received in the previous 12-month period and noted permanent changes, where applicable, for each source of their income on PHA’s annual reexamination form. However, no information was reported by the family concerning other non-wage income. Fergus reported only wages and his current employment at Ian’s Fish ‘n’ Chips for the annual reexamination. The family supplied the supporting documentation noted below to the PHA for the 11/1/2024 annual reexamination.

|   |                |
|---|----------------|
| <u>Samantha:</u>  | <u>Fergus:</u> |
| Business income: \$28,750 (last year); has decreased to \$18,000 (permanent change) | Wages: \$6,000 |



VA disability benefit: \$12,000 (last year); has increased to \$12,300 (permanent change)

Child support: \$2,400 (last year); has decreased to \$1,200 (permanent change)

### Calculating Samantha's Net Business Income

Step 1: Determine prior annual net business income (i.e., \$28,000 on last HUD-50058).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: Adjust to reflect current net business income. Samantha reported on the annual reexamination application that business income permanently decreased to \$18,000. The PHA must obtain supporting documentation from Samantha that demonstrates current net business income. Samantha provided documentation that supported the current annual net business income is \$18,000. Process the annual reexamination effective 11/1/2024 using annual net business income determined in Step 3.

### Calculating Samantha's VA Pension Income

Step 1: Determine prior annual VA pension income (i.e., \$12,000 supported by a VA award letter Samantha supplied that documents the prior year monthly VA pension was \$1,000).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: The PHA needs to adjust to reflect current VA pension income. Samantha supplies a VA award letter showing a monthly pension of \$1,025, or \$12,300 annually. Process the annual reexamination effective 11/1/2024 using annual VA pension income determined in Step 3 (\$12,300 in this example).

### Calculating Samantha's Child Support Income

Step 1: Determine prior annual child support income (i.e., \$2,400 on the last HUD-50058).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination. The family reported a decrease from \$200 to \$100 monthly, but the change was not processed because it did not meet the threshold.

Step 3: The family reported changes, so the PHA must adjust to reflect current child support income. In this example, the family submitted a child support history report from the local child support office that documents regular \$100 monthly child supports payments beginning 3/1/2024 through the current month. Process the annual reexamination effective 11/1/2024 using current annual child support income determined in Step 3 (\$1,200 in this example).



### Calculating Fergus' Wages

Step 1: Determine prior annual income from wages in EIV (i.e., Q2 2023 through Q1 of 2024: \$8,600).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: There is a discrepancy between what the family reported and EIV, so the PHA must verify and adjust to reflect current annual income from wages. Fergus reported \$6,000 in annual income from wages on the annual reexamination from a single employer, Ian's Fish 'n' Chips. The PHA projected annual income of \$7,800 based on the two paystubs for this employer, and EIV shows \$8,600 earned in the most recent four quarters in EIV. To complete Step 3, the PHA must do the following:

- Resolve the discrepancy between EIV wages, the \$6,000 annual income Fergus reported, and the \$7,800 projected based on the paystubs he provided, and
- Verify he is no longer employed at Claire's Healthcare Supplies in accordance with HUD's verification hierarchy and local policies.

The PHA determined that Fergus reported his net vs. gross annual income from wages, which he corrected on the annual reexamination form to reflect his current gross annual income of \$9,000. The PHA verified Fergus was no longer employed at Claire's Healthcare Supplies and obtained two additional paystubs. Based on four current and consecutive paystubs, Fergus is now projected to earn \$9,360 annually. Process the annual reexamination effective 11/1/2024 using income from wages determined in Step 3 (\$9,360 in this example).

### Calculating Fergus' Other Non-Wage Income

Step 1: Determine prior annual income from other non-wage income (i.e., \$3,000 on the last HUD- 50058).

Step 2: Take into consideration any interim reexamination of family income completed since the last annual reexamination. In this case, there have been no interim reexaminations processed since the last annual reexamination.

Step 3: The family did not report any non-wage income on the annual reexamination form, but it was included on the last HUD-50058. The PHA must verify and adjust to reflect current non-wage income. The PHA must verify no income was received through a "Go Fund Me" online fundraiser so that it may be excluded. Fergus provided a self-certification that he hasn't solicited funds online and doesn't plan to in the following year; he also provided records from the account that documented no fundraising activity in the prior 12-month period. Process the annual reexamination effective 11/1/2024 using annual non-wage income of \$0 determined in Step 3.

### Summary of Annual Income (as reported on the HUD-50058)



|   |  |
|---|--|
| <b>Samantha (Head of Household):</b><br>Own business: \$18,000<br>Pension: \$12,300<br>Child support: \$1,200 | <b>Fergus (Co-head):</b><br>Wages: \$9,360 |
| <b>Poole Family Total Annual Income: \$40,860</b>   |  |



The public housing lease is automatically renewable, **EXCEPT** the public housing lease shall have a 12-month term for community service and will not be renewed in the case of noncompliance with the community service requirements, subject to publication of the HUD final rule. See Chapter 14, Community Service.

The lease may be terminated by the SNRHA, according to the terms of the lease, at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

**Families that have been over the income limit for 24 consecutive months will have their public housing lease terminated with the option of entering into a non-public housing over income lease**

Nonpayment of rent or other charges due under the lease, or repeated chronic late payment of rent;

Failure to provide timely and accurate statements of income, assets, expenses and family composition at admission, interim, special or annual rent recertification;

Assignment or subleasing of the premises or providing accommodation for boarders or lodgers to include advertisement for such arrangements;

Use of the premises for purposes other than solely as a dwelling unit for the tenant and tenant's household as identified in this lease, or permitting its use for any other purposes;

Failure to pass annual inspections with adequate notices to correct;

Failure to abide by necessary and reasonable rules made by the SNRHA for the benefit and well-being of the housing community and the tenants;

Failure to abide by applicable building and housing codes materially affecting health or safety;

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner; Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;

Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;

Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, community buildings, facilities, equipment, or common areas;

The Tenant, any member of the Tenant's household, or a guest or other person on the premises due to tenant's residency shall not engage in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy.

Alcohol abuse that SNRHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.





The SNRHA shall terminate the tenancy of any resident or household member that has found to be a fugitive. A fugitive is a person who is fleeing to avoid prosecution and/or incarceration for a felony crime or is fleeing to avoid prosecution or incarceration for violating a condition of probation or parole, imposed by State or Federal law.

Violation(s) of the SNRHA Firearms Policy. See ACOP Addendum FP

Other good cause. "Other good cause" means other lease violations and/or conduct not specifically referenced herein that has a serious impact upon the safety, health and/or peaceful enjoyment of the residents of a SNRHA public housing community. Where there is a finding of good cause for termination, such action will not be taken unless there is evidence that the tenant has received prior written notice that continued action or inaction of the nature stated in the warning notice would be considered as other good cause for termination of tenancy, excepting terminations due to drug-related criminal activity.

#### **D. NOTIFICATION REQUIREMENTS**

The SNRHA's written Notice of Lease Termination will state the specific reason for the proposed termination, the date that the termination will take place, and it will offer the resident all of the rights and protections afforded by the regulations and this policy. (See Grievance Procedure.)

Notices of lease termination shall be in writing and delivered to tenant or adult member of the household and sent by first class mail properly addressed to tenant with certificate of mailing or delivered by a licensed process server.

The notice shall contain a statement describing the resident's right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

#### **Timing of the Notice**

If the SNRHA terminates the lease, written notice will be given as follows:

At least **14 30** calendar days prior to termination in the case of failure to pay rent;

A reasonable time, defined in the lease as three **and/or five** calendar days, considering the seriousness of the situation when the health or safety of other residents or

SNRHA employees, vendors or contractors are threatened;

At least 30 days prior to termination in all other cases.

In any instance where the SNRHA is aware that the head of a tenant family is visually-impaired the SNRHA will tender all such notices in a visually-accessible format. This may consist of a termination notice in Braille or in large typeface of 18 points of greater. Alternatively, the Authority may provide a "reader" and a witness that applicable notices have been read to a visually-impaired person.

In any instance where the SNRHA is aware that the head of a tenant family does not speak and/or read English and/or otherwise faces a language barrier, an attempt will be made to



damages to the unit, etc. This information will be available to HUD employees, PHA employees, and contractors of HUD and PHA's.

### **G. TERMINATIONS DUE TO INELIGIBLE IMMIGRATION STATUS**

[24 CFR 5.514]

Families who were participants on June 19, 1995, but are ineligible for continued assistance due to the ineligible immigration status of all members of the family, or because a "mixed" family chooses not to accept proration of assistance, were eligible for temporary deferral of termination of assistance to permit the family additional time for transition to affordable housing.

Deferrals may have been granted for intervals not to exceed six months, up to an aggregate maximum of three years for deferrals granted prior to 11/29/96.

However, due to the timeframe applicable to the deferral period, current families are no longer eligible for deferral of termination of assistance.

If the SNRHA determines that a family member has knowingly permitted an ineligible individual to reside in the family's unit on a permanent basis, the family's assistance will be terminated for 24 months. This provision does not apply to a family if the eligibility of the ineligible individual was considered in calculating any prorating of assistance provided for the family.

### **H. LEASE BIFURCATION AND VAWA**

In accordance with 24 CFR 5.2009(a), SNRHA may choose to bifurcate a lease, or remove a household member from a lease to evict, remove, terminate occupancy rights to such member who engage in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual. For mixed families, if the perpetrator was the eligible tenant, SNRHA will provide the tenants that are not eligible a period of thirty calendar days from the date of bifurcation of the lease to:

1. Establish eligibility for the same program under which the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease;
2. Establish eligibility under another covered housing program;
3. Find alternative housing.

A mixed family is defined as a family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration. On site management will assist remaining residents in this process.

### **I. OVER\_INCOME FAMILIES [24 CFR 960.507; FR Notice 7/26/18; Notice PIH 2023-03; FR Notice 2/14/23]**

In the public housing program, an *over-income family* is defined as a family whose income exceeds the over-income limit for 24 consecutive months. When this occurs, the PHA must either:

- Terminate the family's tenancy within six months of the PHA's final notification of the end of the 24-month grace period; or



- Within 60 days of the PHA’s final notification of the end of the 24-month grace period or the next lease renewal (whichever is sooner), have the family execute a new lease that is consistent with 24 CFR 960.509 and charge the family a monthly rent that is the higher of the applicable fair market rent (FMR) or the amount of monthly subsidy for the unit, including amounts from the operating and capital funds.

PHA Policy

For families whose income exceeds the over-income limit for 24 consecutive months, the PHA will not terminate the family’s tenancy and will charge the family the alternative non-public housing rent, as well as require the family to sign a new non-public housing lease in accordance with the continued occupancy policies below.

**Over-Income Limit [Notice PIH 2023-03]**

The PHA must publish over-income limits in their ACOP and update them no later than 60 days after HUD publishes new income limits each year. The over-income limit is calculated by multiplying the very low-income limit (VLI) by 2.4, as adjusted for family size.

PHA Policy

The PHA will rely on the following over-income limits. These numbers will be updated within 60 days of HUD publishing new income limits each year and will be effective for all annual and interim reexaminations once these policies have been adopted.

|                          |   |   |   |   |   |   |   |   |
|--------------------------|---|---|---|---|---|---|---|---|
| <b>Family Size</b>       | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| <b>Over-Income Limit</b> |   |   |   |   |   |   |   |   |

For families larger than eight persons, the over-income limit will be calculated by multiplying the applicable very low-income limit by 2.4.

**Decreases in Income [24 CFR 960.507(c)(4)]**

If, at any time during the consecutive 24-month period following the initial over-income determination, the PHA determines that the family’s income is below the over-income limit, the PHA’s over-income policies no longer apply to the family. If the PHA later determines that the family’s income exceeds the over-income limit at a subsequent annual or interim reexamination, the family is entitled to a new 24 consecutive month period and new notices under this section.

PHA Policy

If, at any time during the 24-month period following the initial over-income determination, an over-income family experiences a decrease in income, the family may request an interim redetermination of rent in accordance with PHA policy in Chapter 11.

If, as a result, the previously over-income family is now below the over-income limit, the family is no longer subject to over-income provisions as of the effective date of the



recertification. The PHA will notify the family in writing within 10 business days of the determination that over-income policies no longer apply to them.

### **Initial Notice of Over-Income Status [24 CFR 960.507(c)(1); Notice PIH 2023-03]**

If the PHA determines the family has exceeded the over-income limit during an annual or interim reexamination, the PHA must provide written notice to the family of the over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit and continuing to do so for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit. Exhibits 13-1 and 13-2 provide sample initial notices based on HUD's model notices.

#### PHA Policy

At annual or interim reexamination, if a family's income exceeds the applicable over-income limit, the PHA will make a note in the tenant file to calculate the family's income again 12 months later. Within 10 business days the PHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the PHA's over-income policies. The notice will state that the family may request a hearing if the family disputes the PHA's determination in accordance with PHA policies in Addendum 3. The PHA will ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other impairments.

### **Second Notice of Over-Income Status [24 CFR 960.507(c)(2); Notice PIH 2023-03]**

The PHA must conduct an income examination 12 months after the initial over-income determination, unless the PHA determined the family's income fell below the over-income limit since the initial over-income determination. If the PHA determines the family continues to exceed the over-income limit for 12 consecutive months, the PHA must provide written notification of this 12-month over-income determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 12 consecutive months and continuing to do so for a total of 24 consecutive months will result in the PHA following its continued occupancy policy for over-income families. Additionally, if applicable under PHA policy, the notice must include an estimate (based on current data) of the alternative non-public housing rent for the family's unit. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit. Exhibits 13-3 and 13-4 provide sample 12-month notices based on HUD's model notices.

#### PHA Policy

If a family's income exceeds the applicable over-income limit after 12 consecutive months, the PHA will make a note in the tenant file to calculate the family's income again 12 months later. Within 10 business days, the PHA will notify the family in writing of the determination and that if the family continues to be over-income for 24 consecutive months, the family will be subject to the PHA's over-income policies. The notice will provide an estimate of the alternative non-public housing rent applicable to the family at the close of the 24 consecutive month period. The notice will also state that the family may request a hearing if the family disputes the PHA's determination in accordance with



PHA policies in Addendum 3. The PHA will ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other impairments.

### **Final Notice of Over-Income Status [24 CFR 960.507(c)(3) and 960.509; Notice PIH 2023-03]**

Unless the PHA determined the family's income fell below the over-income limit since the second over-income determination, the PHA must conduct an income examination 24 months after the initial over-income determination. If the family continues to be over-income based on this determination, the PHA must provide written notification of this determination no later than 30 days after the income examination. The notice must state that the family has exceeded the over-income limit for 24 consecutive months and that the PHA will follow its continued occupancy policies for over-income families. The PHA must afford the family an opportunity for a hearing if the family disputes within a reasonable time the PHA's determination that the family has exceeded the over-income limit. Exhibits 13-5 and 13-6 provide sample 24-month notices based on HUD's model notices.

#### PHA Policy

If a family's income exceeds the applicable over-income limit for 24 consecutive months, the PHA will notify the family in writing of the determination within 10 business days of the date of the determination. The PHA will ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other impairments. The notice will state that the family will be charged the alternative non-public housing rent in accordance with PHA continued occupancy policies and HUD regulations and provide the family's new rent amount.

The notice will also include a new non-public housing (NPOI) lease and inform the family that the lease must be executed by the family and the PHA no later than 60 days from the date of the notice or at the next lease renewal, whichever is sooner. The family will continue to be a public housing program participant until the family executes the new non-public housing lease. The notice will also state that failure to execute the NPOI lease within this time period stated in the notice will result in termination of tenancy no more than six months after the date of the notice. The PHA will permit an over-income family to execute an NPOI lease beyond this time period, but before termination of tenancy, if the over-income family pays the PHA the total difference between the alternative non-public housing rent and their public housing rent dating back to the point in time that the over-income family was required to execute the new NPOI lease.

Once the family signs the new non-public housing lease, the family will no longer be a public housing participant family. The family will no longer be subject to income examinations, are precluded from participating in the resident council, and cannot participate in any programs that are only for public housing or low-income families. The PHA will not provide such families with hearing or grievance rights.

The non-public housing over-income (NPHOI) lease will contain all required provisions listed at 24 CFR 960.509. The initial term of the lease will be for one year. Upon expiration of the initial lease term, the lease will not renew automatically, and subsequent leases will state renewal terms. At any time, the PHA may terminate tenancy in accordance with 24 CFR 960.509(b)(11) and in accordance with state and local law.



Upon execution of the lease, the tenant will be required pay the amount of monthly tenant rent (known as the alternative non-public housing rent) determined by the PHA in accordance with HUD regulations. The PHA will comply with state and local law in giving the tenant written notice stating any changes in the amount of tenant rent. Charges assessed under the lease will be due in accordance with state and local law.

If an NPHOI family subsequently experiences a decrease in income after signing the NPHOI lease, the family may only be readmitted to the public housing program if they once again become an eligible low-income family and reapply to the public housing program.

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN



## FAMILY SELF SUFFICIENCY

### ACTION PLAN

~~Approved by the SNRHA Board of Commissioners  
Approved October 20, 2022~~

Revised March 29, 2024

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**

Supportive Services Department

~~5390 E. Flamingo Road – Las Vegas, NV 89122~~

340 N. 11<sup>th</sup> St, Las Vegas, Nevada 89101

[www.snrha.org](http://www.snrha.org)

**FAMILY SELF-SUFFICIENCY PROGRAM ACTION PLAN**

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## SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

### **PURPOSE:**

The purpose of the U.S. Department of Housing and Urban Development's (HUD) Family Self Sufficiency Program (FSS) is to promote the development of local strategies to coordinate the use of housing assistance with public and private resources to enable eligible families to achieve economic independence and self-sufficiency. The Southern Nevada Regional Housing Authority's (SNRHA) FSS Program is designed to promote employment opportunities and increase asset building among families living in assisted housing. The three main features of the FSS Program are: (1) case management; (2) delivery of services; (3) the creation of an escrow account.

SNRHA runs a combined Public Housing (PH), HCV and Project Based Rental Assistance Demonstration (RAD) vouchers, FSS program and there is one Action Plan governing all. SNRHA does not wish to operate a joint FSS program with other PHAs.

### **BENEFITS OF OPERATING A VOLUNTARY FSS PROGRAM:**

An aggressive and innovative FSS program will yield numerous, positive benefits such as increases in:

- Earned income which directly results in a reduction of rental subsidy
- Resident self-sufficiency through knowledge of community resources
- Families' earning capacity which will strengthen the community

### **GOALS AND OBJECTIVES:**

SNRHA's FSS program goals are to work with local partners to develop a comprehensive program to reduce barriers that prevent self-sufficiency and empower participants to obtain employment that pays a living wage and be free from TANF (excluding Non-Needy Relative Caregiver {child only}) assistance.

Participating families receive individualized case management which includes:

- One-on-one counseling with SNRHA FSS Coordinators to emphasize the importance of education and training to increase earning potential
- Financial literacy education
- Career and personal case management
- Strategies that encourage employment, entrepreneurship, and homeownership
- Referrals to community support services and resources
- Incentives and recognition for achievements
- Participants are ~~encouraged~~ **required** to attend a number of self-help workshops and seminars **that align with their goals as stated in the Individual Training and Service Plan (ITSP)**
- HUD certified housing counseling

### **PROGRAM MEASUREMENTS:**

The FSS Program will measure the successes of families who participate in the program by tracking:

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

- Increase in number of employed individuals.
- Increases in earned income
- Increases in education level
- Decrease in government assistance
- Debt reduction
- Increase in saving

**PROGRAM SIZE:**

SNRHA will operate a ~~minimum-max~~ program size of 450 **540**. ~~42 of these slots are mandatory.~~  
 The remaining slots are voluntary. ~~As graduating participants reduce the number of mandatory slots, they will be replaced with a voluntary slot.~~

**ESTIMATE OF POTENTIAL PARTICIPATING FAMILIES:**

The FSS Program is open to all adults living in a SNRHA HUD assisted unit ages 18 and over, without regards to race, color, religion, sexual orientation, age, disability, familial status or national origin.

SNRHA owns 2149 Public Housing units, has 785 Rental Assistance Demonstration (RAD) units and administers 12,586 Housing Choice Vouchers which together provide housing assistance to over 35,500 residents.

| <b>Ages of Head of Household</b>                            | <b>Percent</b> |
|---|----------------|
| —Head of Household is age 24 years or younger               | 0.7%           |
| —Head of Household is age 25 to 50                          | 48.2%          |
| —Head of Household is age 51 to 61                          | 19.3%          |
| —Head of Household is age 62 or greater                     | 31.8%          |
| <b>Ages of Other Adults in Household</b>                    |                |
| —Age 24 years or younger                                    | 36.6%          |
| —Age 25 to 50   | 36.4%          |
| —Age 51 to 61   | 12.2%          |
| —Age 62 or greater  | 14.8%          |
| <b>Presence and Ages of Children</b>                        | <b>Percent</b> |
| —Households that only include adults over age 18            | 37.6%          |
| —Households that include one or more child age 13-17        | 23.1%          |
| —Households that include children who are all 12 or younger | 39.3%          |
| <b>Employment Status of Head of Household</b>               | <b>Percent</b> |
| —Families with an employed head                             | 26.2%          |
| —Families whose head is unemployed                          | 73.8%          |
| <b>Employment Status of All family members</b>              |                |
| —Families with any member that is employed                  | 88.8%          |
| —Families with no employed member                           | 11.2%          |
| <b>Annual Earned Income of Population to be Served</b>      | <b>Percent</b> |
| Annual household earnings <\$5,000 per year                 | 19.3%          |

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

|   |                     |                 |
|---|---------------------|-----------------|
| Annual household earnings between \$5,000 and \$9,999                           | 12.8%               |                 |
| Annual household earnings between \$10,000 and \$14,999                         | 31.4%               |                 |
| Annual household earnings between \$15,000 and \$19,999                         | 11%                 |                 |
| Annual household earnings between \$20,000 and \$24,999                         | 8%                  |                 |
| Annual household earnings between \$25,000 and \$29,999                         | 5.1%                |                 |
| Annual household earnings between \$30,000 and \$34,999                         | 4.1%                |                 |
| Annual household earnings of \$35,000 or higher                                 | 8.3%                |                 |
| <b>Elderly/Disability Status of Head of Household</b>                           | <b>Percent</b>      |                 |
| --Head of Household is an elderly person without disabilities                   | 19.3%               |                 |
| --Head of Household is an elderly person with disabilities                      | 12.8%               |                 |
| --Head of Household is a non-elderly person without disabilities                | 31.4%               |                 |
| --Head of Household is neither an elderly person nor a person with disabilities | 11%                 |                 |
| <b>Elderly/Disability Status of All Household members</b>                       | <b>Percent</b>      |                 |
| --Household includes an elderly person without disabilities                     | 12.0%               |                 |
| --Household includes an elderly person with disabilities                        | 21.6%               |                 |
| --Household includes a non-elderly person with disabilities                     | 29%                 |                 |
| --Household includes no elderly persons or persons with disabilities            | 37.4%               |                 |
| <b>Race and Ethnicity of Population to be Served (required)</b>                 | <b>Non-Hispanic</b> | <b>Hispanic</b> |
| White   | <u>20.1%</u>        | 17.9%           |
| Black or African American   | <u>66.2%</u>        | 64.4%           |
| American Indian or Alaska Native  | <u>0.9%</u>         | 0.8%            |
| Asian   | <u>2.7%</u>         | 2.4%            |
| Native Hawaiian or other  | <u>1.3%</u>         | 1.0%            |
| Other Race  | <u>0%</u>           | <u>0%</u>       |

|  |                |
|--|----------------|
| <b>Ages of Head of Household</b>                             | <b>Percent</b> |
| --Head of Household is age 24 years or younger               | 0.77%          |
| --Head of Household is age 25 to 50                          | 41.00%         |
| --Head of Household is age 51 to 61                          | 18.51%         |
| --Head of Household is age 62 or greater                     | 28.75%         |
| <b>Ages of Other Adults in Household</b>                     |                |
| -- Age 24 years or younger                                   | 45.97%         |
| -- Age 25 to 50  | 21.38%         |
| -- Age 51 to 61  | 8.42%          |
| -- Age 62 or greater   | 12.82%         |
| <b>Presence and Ages of Children</b>                         | <b>Percent</b> |
| --Households that only include adults over age 18            | 89.02%         |
| --Households that include one or more child age 13-17        | 23.28%         |
| --Households that include children who are all 12 or younger | 28.04%         |

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

| <b>Employment Status of Head of Household</b>                                   | <b>Percent</b>      |                 |
|---|---------------------|-----------------|
| --Families with an employed head  | 24.63%              |                 |
| --Families whose head is unemployed   | 64.38%              |                 |
| <b>Employment Status of All family members</b>                                  |                     |                 |
| --Families with any member that is employed                                     | 36.59%              |                 |
| --Families with no employed member  | 52.43%              |                 |
| <b>Annual Earned Income of Population to be Served</b>                          | <b>Percent</b>      |                 |
| Annual household earnings <\$5,000 per year                                     | 16.03%              |                 |
| Annual household earnings between \$5,000 and \$9,999                           | 5.65%               |                 |
| Annual household earnings between \$10,000 and \$14,999                         | 28.88%              |                 |
| Annual household earnings between \$15,000 and \$19,999                         | 11.21%              |                 |
| Annual household earnings between \$20,000 and \$24,999                         | 7.33%               |                 |
| Annual household earnings between \$25,000 and \$29,999                         | 5.10%               |                 |
| Annual household earnings between \$30,000 and \$34,999                         | 4.05%               |                 |
| Annual household earnings of \$35,000 or higher                                 | 10.77%              |                 |
| <b>Elderly/Disability Status of Head of Household</b>                           | <b>Percent</b>      |                 |
| --Head of Household is an elderly person without disabilities                   | 8.08%               |                 |
| --Head of Household is an elderly person with disabilities                      | 20.66%              |                 |
| --Head of Household is a non-elderly person without disabilities                | 42.06%              |                 |
| --Head of Household is neither an elderly person nor a person with disabilities | 42.06%              |                 |
| <b>Elderly/Disability Status of All Household members</b>                       | <b>Percent</b>      |                 |
| --Household includes an elderly person without disabilities                     | 9.18%               |                 |
| --Household includes an elderly person with disabilities                        | 21.39%              |                 |
| --Household includes a non-elderly person with disabilities                     | 24.49%              |                 |
| --Household includes no elderly persons or persons with disabilities            | 24.49%              |                 |
| <b>Race and Ethnicity of Population to be Served (required)</b>                 | <b>Non-Hispanic</b> | <b>Hispanic</b> |
| White <u>18.57%</u>   | 10.49%              | 8.08%           |
| Black or African-American <u>73.58%</u>   | 71.35%              | 2.23%           |
| American Indian or Alaska Native <u>0.58%</u>                                   | .40%                | 0.18%           |
| Asian <u>0.85%</u>  | .77%                | 0.08%           |
| Native Hawaiian or other <u>1.24%</u>   | .99%                | 0.25%           |
| Other Race <u>3.58%</u>   | 2.76%               | <u>0.82%</u>    |

Of these numbers, the estimate of eligible FSS families who can reasonably be expected to receive supportive services under the FSS program, based on available and anticipated Federal, State, local, and private resource is a ~~minimum~~ of 540.

Families who have successfully participated in SNRHA's Resident Opportunities and Self-Sufficiency (ROSS) program will be given preference and receive streamlined enrollment into

the FSS program. This is estimated to be 10 participants per year.

Families who have previously successfully completed the FSS program will be given preference and receive streamlined enrollment into the FSS program. **This includes being invited to participate in the next FSS Orientation without being paced on the FSS Interest List.** This is estimated to be 10 participants per year.

**PROGRAM COORDINATING COMMITTEE (PCC):**

The purpose of the SNRHA PCC is to obtain and provide resources to address the challenges of the families enrolled in SNRHA FSS and Resident Opportunity and Self-Sufficiency (ROSS) programs. SNRHA will have letters of agreement or will enter into Memorandums of Understanding (MOU) with community partners to provide services/resources to our participants.

PCC membership is composed of a cross section of service providers, sponsors of skills-based training, community partners, employers, FSS program participants and SNRHA staff. In alliance with HUD’s requirement, SNRHA’s PCC membership shall include the following:

- A (PH) FSS participant and a (HCV) FSS participant.
- SNRHA FSS and ROSS Coordinators

SNRHA’s PCC may also include representatives from:

- local agencies which administer employment and training programs, ~~such as, Workforce Innovation and Opportunity Act (WIOA), or grant based programs.~~
- employers
- private employment agencies
- financial institutions
- local post-secondary educational institutions
- local welfare agency
- child care providers
- the non-profit sector
- ~~Workforce Innovation and Opportunity Act (WIOA) program providers~~

**METHOD FOR IDENTIFICATION OF SUPPORTIVE SERVICE NEEDS:**

The FSS Coordinator will provide ongoing ~~coordination~~ case management and encouragement to the FSS family. A critical factor in the provision of case management services is regular communication between the Coordinators and their assigned families. All newly enrolled participants are scheduled to meet with their Coordinator monthly, for the first three (3) months and quarterly thereafter. Assessment of the participant’s needs and their ongoing progress continues throughout the length of the FSS Contract of Participation.(COP). Employment and career development plans are made based on the assessment **and the participants input.**

**SUPPORTIVE SERVICES NEEDS:**

The following represents some of the most needed supportive services for program participants as determined from initial assessments or through self-disclosure by participants:

**Commented [AL1]:** Changed to add where the needs came from.

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

The following represents some of the most needed supportive services for program participants:

- Education
  - High School Equivalency Test (HiSET) preparation
  - Post-secondary education preparation
  - English as a second language (ESL)
  - Computer skills training
- Life Skills
  - Domestic Violence awareness and prevention
  - Home management
  - Self-enrichment
  - Child care
  - Parenting and child development
  - Transportation
  - Work – Life balance
  - Time management
- Financial Literacy
  - Credit counseling
  - Budgeting
  - Asset building
  - Debt management
  - ~~Homeownership readiness~~ Homebuyer education
  - Banking
- Employment
  - Skills assessment
  - Vocational training
  - Resume building
  - Effective job search
  - Interview skills and techniques
  - Job placement and retention
- Health
  - Affordable health care
  - Social services
  - Addiction prevention ~~treatment~~
  - Mental health/Wellness care
  - Vision and dental
  - ~~Wellness~~

**CERTIFICATION OF COORDINATION:**

The development and retention of viable, extensive partnerships with the public and private sector are paramount to the success of the FSS Program. SNRHA will coordinate and partner with entities such as the Department of Welfare and Supportive Services (DWSS), WIOA funded partners, and various educational and training institutions.

Our partnerships include but are not limited to:

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

| Organization   | Services Provided                                       |
|--|---|
| Acelero - Head Start                                       | Early childhood education                               |
| Better Health Group Network                                | Offers community health services                        |
| Boys and Girls Club of Southern Nevada                     | After school programs for kids                          |
| Catholic Charities   | Food Programs/Financial Assistance                      |
| Chicanos Por La Causa                                      | Community and Workforce Resources                       |
| Children's Cabinet   | Keep children safe/families together/ free help         |
| Clark County Library                                       | Library system throughout Clark County                  |
| Clark County School District                               | Public and charter schools throughout Clark County      |
| College of Southern Nevada (CSN)                           | Degree Programs/See Academic                            |
| Communities in Schools of Southern Nevada                  | Student support to stay in school                       |
| CSN Career & Technical Assistance Programs                 | Degree programs/see curriculum                          |
| Culinary Academy of Las Vegas                              | Various culinary trainings                              |
| Cultural Diversity Foundation/Affordable Computer Training | Computer Skills Training                                |
| Dress for Success  | Business attire and classes for interviewing/employment |
| EmployNV   | Assistance for job seekers, training, placement         |
| Foundation for an Independent Tomorrow                     | Job training, coaching, support for job seekers         |
| Goodwill of Southern Nevada                                | Funding for various training, placement                 |
| HARBOR/Department of Juvenile Justice                      | Prevent youth from entering the juvenile justice system |
| Health Plan of Nevada                                      | Med. Ins. For the uninsured                             |
| Heavenly Smiles Mobile Dental                              | Mobile Dental Van                                       |
| HELP of Southern Nevada                                    | Workforce job assistance                                |
| HOPE Christian Health Centers                              | Community Health Centers                                |
| Immunize Nevada  | Hope to eradicate vaccine preventable diseases          |
| Insight Health Services                                    | Offers health care services to the community            |
| Job Corps  | Job training, housing for teens                         |
| Las Vegas Urban League-Early Childhood Connection          | Child Care Assistance                                   |

SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

|  |   |
|--|---|
| Legal Aid Center of Southern Nevada                | Free legal services to community  |
| Milan Institute                                    | Cosmetology/other training  |
| Nevada Legal Services Inc.                         | Free legal services to community  |
| Nevada Partners                                    | Community services to include job assistance, home                                    |
| Nevada Women In Trades                             | Careers in high skills, skilled blue-collar trade occupations for women               |
| Nevada Youth Network                               | Foster growth and independence of young people  |
| New Horizon  | Computer training center  |
| Northwest Career College                           | Career College  |
| Obodo Collective                                   | Identify unserved communities collaborate w/partners and provide wrap-around services |
| <del>On Our Own – SSA Ticket to Work Program</del> | <del>SSI/SSDI free employment sves., continue rec'g funds</del>                       |
| <del>One Stop Career Center</del>                  | <del>Assistance for job seekers, training, placement</del>                            |
| <del>Opportunity Alliance Nevada</del>             | <del>financial literacy classes and financial coaching</del>                          |
| Parenting Project/Clark County Family Services     | Teaches parenting classes/0-18  |
| Roseman University                                 | Upper-level degree programs   |
| Safe House   | Provides shelter and supportive services to women involved in domestic violence       |
| Safe Nest  | Empower, protect victims of domestic violence   |
| Signs of Hope                                      | Sexual Violence Victims Services  |
| Southern Nevada Health District                    | Vital records, permits, work cards, immunization clinics                              |
| Sunrise Children's Foundation                      | Head start, WIC, home parenting instruction   |
| The Just One Project                               | No cost community market with wraparound services                                     |
| Three Square Food Bank                             | Community food bank   |
| Touro University Nevada                            | Higher level education; medical   |
| TRIO Adult Education Services                      | GED/HSD   |
| Vegas PBS  | Public affairs programming, funds for training  |



**INCENTIVES TO ENCOURAGE PARTICIPATION:**

SNRHA offers many incentives to encourage FSS Program participation, including the following services:

- Individual case management
- Links to community resources
- Escrow account credits
- Homeownership opportunities
- Access to HUD certified housing counseling
- The opportunity to participate in family centered special events
- ~~Monetary incentives for achieving Nevada HiSet and employment retention~~ Access to forfeited escrow funds for goal related expenses on a case by case basis

**FAMILY SELECTION PROCEDURES:**

In accordance with applicable federal regulations, families are selected without regard to race, color, religion, sex, handicap, familial status, or national origin. SNRHA observes all federal regulations related to FSS participation for all applicants. Families will be invited to program orientations based on the date SNRHA received their interest form.

The FSS application process is as follows:

- The resident/client must submit an FSS interest form
- FSS Coordinators will verify the eligibility status of the resident by verifying they are a current SNRHA participant, and from an eligible SNRHA program.
- Eligible residents/clients will be invited to an orientation session based on the date SNRHA received their interest form,
- If the resident/client decides to attend orientation, a Pre-Assessment Form must be completed. The Pre-Assessment Form is a tool that will be used to establish a base level of need. It will be used for case management purposes only, to determine the participant’s level of education, job skills, prior work experience, career interests and program readiness. It will not be used to screen-out any participant.
- During the orientation session, detailed program information will be shared to assist the resident/client in making the decision to participate
- If the resident/client decides not to participate, the family will be removed from the Interest List
- If the resident/client decides to participate, the family will be assigned an FSS Coordinator.

Completing the Pre-Assessment Form and attending FSS orientation are SNRHA’s motivational screenings.

The program participant must be a current SNRHA resident/participant, 18 years or older. There can only be one FSS CoP per family. The Coordinator will work with the family to determine the FSS Head of Household. If the FSS HOH is different than the one identified in the assistance file, ~~the assistance file HOH will sign a form stating they understand that the FSS HOH will receive any applicable escrow~~ SNRHA housing file, the SNRHA HOH will sign a form stating they understand the **FSS HOH will receive any applicable escrow if all program requirements are met**

**Commented [AL2]:** Wording updated

**Commented [AL3R2]:**  
This needs to be added as a bullet point:  
Families who have successfully participated in SNRHA’s Resident Opportunities and Self- Sufficiency (ROSS) program will be given preference and receive streamlined enrollment into the FSS program. This includes being invited to participate in the next FSS Orientation without being placed on the **FSS Interest list**.

for the the escrow to be disbursed.

## PROGRAM OUTREACH

FSS Coordinators will use multiple methods to inform and recruit eligible program participants. Promotional materials are distributed to existing residents and to applicants who are near completion in the lease-up process. These materials include flyers, brochures, and interest forms. These materials highlight program information and benefits.

Several other outreach methods will be used to encourage FSS Program participation:

- The FSS informational brochures and interest forms will be available on the SNRHA website, in SNRHA lobbies, administrative offices, management offices and/or distributed upon request
- The FSS department may mail **or email** brochures to any and/or all eligible households
- FSS presentations may be conducted during any resident informational sessions
- FSS orientation sessions will be held as needed based on program enrollment and staffing levels

## CONTRACT OF PARTICIPATION:

The Contract of Participation (CoP) will be discussed in detail with eligible family members, prior to being signed by the FSS Designated HOH. There will only be one FSS CoP per household. Other household members, 18 or older, may participate in the FSS Program at any time. These household members will be required to work one-on-one with the FSS Coordinator to develop and sign their own Individual Training and Service Plan (ITSP).

The enrollment process is complete once the FSS HOH and the FSS Coordinator sign the CoP.

The CoP must include:

- The rights and responsibilities of SNRHA and the participant.
- The term of the contract
- ~~Baseline information—annual income, earned income and Total Tenant Payment~~ **Starting Figures- Most current annual and earned income, and Total Tenant Payment (TTP) or flat rent for PH residents.**
- ITSP which includes:
  - Final goals which must include:
    - ~~maintain suitable (as agreed upon between the PHA and participant) employment~~ **Secure and maintain suitable employment (as agreed upon between the FSS Coordinator and participant)**
    - ~~all family members are TANF free (excluding child only), the month of successful completion of the FSS program~~ **All family members are free of TANF cash assistance (excluding Non-Needy Relative Caregiver-child only)**
    - ~~at least one individual goal established by the participant and FSS Coordinator~~ **Additional goals established by the participant**
  - ~~The services to be provided to and the activities to be completed by the participant~~ **The**

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services to which the participant will be referred to, and the activities to be completed by the participant in order to accomplish their established goals.

- Interim goals
- The obligation of the family to comply with lease terms
- Consequences of non-compliance with the FSS CoP
- Information on escrow account management

~~During the term of the CoP, changes may be made to the final goals within the first four years of the original contract date, unless there is an approved reasonable accommodation to change goals after that date.~~

~~Changes to ITSP- The FSS Coordinator will assist the client with changes.~~

During the term of the CoP changes may be made to the ITSP within the first four years of the original contract date unless there is approval from the Director of Supportive Services (DSS).

- Changes to ITSP- The FSS Coordinator will assist the client with determining what changes to make to the client's established goals. Mandatory HUD goals cannot be changed.

Commented [AL4]: Updated wording. Yes/No?

Commented [AL5R4]: Ok as worded.

## ESCROW ACCOUNT MANAGEMENT

Escrow accounts are to be maintained for each family who has earned escrow credits. The escrow calculation allocates monthly savings amounts for each family, based on increases in their rent due to increases in their earned income.

The annual or interim recertification exam determines when and how much change there will be to the participant's portion of the rent, which may result in changes to the escrow accruals.

FSS escrow funds are combined and placed in HUD-approved investment instruments. The interest paid on the actual investment will be credited to the individual FSS escrow accounts monthly. The participant will receive an escrow statement annually. This statement will include the current monthly escrow credit along with the total escrow from beginning to ending balance and total interest accrual.

### Interim Escrow Withdrawals

~~An FSS HOH may be permitted to withdraw escrow funds for tuition and books, professional testing, professional license, homeownership, security deposit to move out of public housing, and major transportation (only to maintain employment) costs. The participant must:~~

- ~~Have exhausted all other resources~~
- ~~Not owe a debt to SNRHA (unless the participant is current with a repayment agreement)~~
- ~~Be in program compliance with both FSS and SNRHA~~
- ~~Submit a written request and documentation of the need to the FSS Coordinator~~
- ~~Have attended one FSS empowerment workshop within the last 6 months~~
- ~~Be actively pursuing FSS goals~~
- ~~Use the escrow funds for purposes of meeting ITSP goals only; otherwise the participant will be terminated from the FSS program~~
- ~~Provide receipt(s) verifying expenditure(s)~~

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The escrow withdrawal cannot exceed 25% of total escrow balance, except for homeownership expense, which cannot exceed 90% of total escrow balance. In addition, for a disbursement for transportation the participant must contribute at least 10% of the total cost.

Forfeited Escrow Funds

SNRHA will use forfeited escrow funds to benefit the participating FSS participants. Forfeited escrow funds may be used for the following:

- Everything allowed and set forth under the Interim Escrow Withdrawals policy
- Bus passes and gas cards
- \$150 for participants who obtain a Nevada HiSet or High School Diploma
- \$250 for participants who maintain and properly report new employment continuously at the same job for 6 months earning a minimum of Nevada minimum wage x 20 hours per week. This is limited to one time during FSS program enrollment.
- A maximum of \$300 dollars for child care for new employment. This is limited to one time during FSS program enrollment
- Training for FSS Coordinators

All written requests for interim and forfeited escrow disbursements will be submitted to the Supportive Services Manager after the FSS Coordinator and the Resident Program Coordinator (RPC) have reviewed the request, to determine the adequacy of documentation and the level of need. The SSM has final approval.

There is no appeal process for denial of interim or forfeited escrow disbursement requests.

Disbursements with Program Termination

SNRHA will disburse funds in the escrow account without the participant successfully completing the obligation of the CoP under the following circumstances:

- Services integral to the participant's advancement in the program agreed on by the FSS Coordinator and participant are not available.
- The FSS HOH becomes permanently disabled and unable to work and another FSS HOH is not designated by the participant and FSS Coordinator.
- An FSS family moves outside of SNRHA jurisdiction with good cause under portability and continuation of the CoP after the move or completion of the CoP prior to the move is not possible. Good cause for this purpose must be documented and includes: an offer of employment, the need to care for an ill family member, and participating family health issues.

SNRHA will allow for interim disbursements on a case by case basis. FSS HOH may request an interim disbursement from the escrow account in order to pay for goods or services that will help the family make progress towards or accomplish the goals of the ITSP. Request may be made through the term of the CoP. Examples include but are not limited to school tuition and books, professional testing, professional license, homeownership, security deposit to move from public housing to a voucher-based program, and major transportation (only to maintain employment) costs on a case by case basis. The participant must:

- Have exhausted all other resources
- Not owe a debt to SNRHA unless the participant is current with a repayment agreement

- Commented [AL6]: Updated wording. Yes/No?
- Commented [AL7]: Removed in writing since we mention it in the list below.
- Commented [PT8R7]: Please add wording stating only one request per contract.
- Commented [AL9]: Wording updated is this ok? Do we want this? Or does this refer to those going from PH to HCV and need to pay for a security deposit once they transfer?
- Commented [AL10R9]: Clarified to refer to those in PH moving to a voucher based program.
- Commented [PT11R9]: I think this should also refer to a PH resident moving out of PH permanently and not utilizing a voucher.
- Commented [AL12]: Wording to clarify this.
- Commented [PT13R12]: This must be clarified. What does major transportation include? It should state major car repairs. We won't pay for a down-payment to purchase a vehicle, or purchase an old car for transportation.
- Commented [AL14]: Wording updated throughout. Yes/No?

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- Be in program compliance with FSS and SNRHA
- Submit a written request and documentation of the need to the FSS Coordinator
- Have attended one FSS self-empowerment workshop within the last 6 months
- Is actively working towards goals on ITSP
- Using the escrow funds for purposes of meeting ITSP goals only, and understand that failing to do so will result in termination from the FSS program.
- Provide receipt(s) that verify expenditure on agreed upon usage if approved.

The requested escrow withdrawal cannot exceed 25% of total escrow balance. However, request for escrow withdrawal for a homeownership expense can be up to, but not exceed, 90% of total escrow balance. In addition, the participant must contribute 10% of the total repair cost for any requested disbursement related to transportation.

**Commented [AL15]:** Needs to be clarified. Transportation or car repair? Do we want to get into down payment territory like the HUD action plan mentions?

Forfeited Escrow Funds

**Commented [AL16]:** Updated wording throughout. Yes/No?

If funds permit, SNRHA will use forfeited escrow funds to benefit the FSS participants. Forfeited escrow funds may be used for the following:

- Everything allowed and set forth under the Interim Escrow Withdrawals policy.
- Bus passes or gas cards for new employment. This is limited to one time during the FSS program enrollment
- \$150 for participants who obtain a NV HiSET, GED, or High School Diploma
- \$250 for participants who properly report new employment, and maintain the same job for 6 months earning a minimum of NV minimum wage x 20 hours per week. This is limited to one time during the FSS program enrollment.
- A maximum of \$300 for child care for new employment. This is limited to one time during the FSS program enrollment.
- Training for FSS Coordinators.

**Commented [AL17]:** Provided to Childcare provider. Should be outlined in SOP.

Interim and forfeited escrow disbursements will be submitted to the FSS Coordinator in writing and reviewed by the Resident Program Coordinator (RPC) and Director of Supportive Services (DSS), to determine the adequacy of documentation and the level of need. The DSS has final approval.

There is no appeal process for denial of interim or forfeited escrow disbursement requests.

Disbursements with Program Termination

**Commented [AL18]:** Wording updated throughout. Yes/No? Took from HUD action plan for rewording.

SNRHA will disburse funds in the escrow account without the participant successfully completing the obligation of the CoP under the following circumstances:

- Services integral to the participant's advancement in the program and accomplishment of their ITSP goals are not available.
- The FSS HOH becomes permanently disabled and unable to work during the period of the CoP, unless FSS Coordinator and FSS family determine that it is possible to modify the contract to designate a new head of the FSS family.
- An FSS family in good standing moves outside of SNRHA's jurisdiction with good cause under portability, and continuation of the CoP after the move, or completion of the CoP, prior to the move is not possible. Good cause for this purpose must be documented and includes: an offer of employment, the need to care for an ill family member, or participating family health issues.

## PROGRAM EXTENSIONS

Contract extensions may be approved for two years for active FSS participants under the following conditions:

- The participant demonstrates active participation, including attendance at a self-sufficiency empowerment workshop within the previous 6 months.
- FSS Contract goals have not all been met, but can realistically be reached within the extension period
- Circumstances beyond the control of the participant impeded the participants ability to complete the CoP obligations

To request a program extension, the FSS participant must submit a written request to the FSS Coordinator. The written request must include:

- the reason(s) for requesting the extension
- What is needed to complete the goals?
- How will the extension help meet the goals?

To determine if an extension is warranted, the FSS Coordinator will review the request, program compliance and progress with the participant.

~~The FSS Coordinator will submit to the RPC, a written recommendation for review. The RPC will submit same to the SSM for final approval.~~ **The FSS Coordinator will submit to the Resident Program Coordinator (RPC), a written recommendation for review. The RPC will submit same to the DSS for final approval.**

There is no grievance process available when an extension is denied.

## SUCCESSFUL COMPLETION OF THE PROGRAM

Successful completion of the FSS Program occurs at any time during the CoP, if the following conditions are ~~met: and the participant:~~

- Has obtained suitable employment and achieved his/her personal goals stated on the ~~FSS ITSP and~~
- ~~SNRHA has certified that family members have not received welfare cash assistance during the month of program completion~~
- ~~Has obtained the individual goal as stated on the FSS ITSP~~
- FSS HOH has obtained suitable employment and achieved his/her personal goal(s) stated on the FSS ITSP **and**
- FSS Coordinator has certified that FSS family members have not received TANF (excluding Non-Needy Relative Caregiver {child only}) during the month of program completion
- Has achieved the individual goal(s) as stated on the ITSP. If multiple ITSP's exist in the household, all individual goals must have been **accomplished.**

The participant must provide the following written documentation in order to be considered for graduation:

- 30 days of pay stubs.

**Commented [AL19]:** The employment only applies to HOH even if multiple ITSP's correct?

**Commented [PT20R19]:** Correct, unless the other ITSP's state employment.

**Commented [AL21]:** Added to explain multiple ITSP's.

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OR

- ~~Income statement showing average earnings of Nevada minimum wage x 20 hrs per week for self-employment for 30 days~~ If self-employed, an income statement showing average earnings of NV minimum wage x 20 hrs. per week.

~~Copy of any vocational or educational certificate for any training set forth as a final goal~~

- Copy of any vocational or educational certificate for any training, and verification of any financial goals having been met as outlined in the ITSP.
- Successful program graduates are not required to leave subsidized housing.

~~SNRHA will pull a tri-merge report to verify completion of any established credit goal~~

~~Verification or self-certification that no family members received TANF (except child only) during the month of program completion.~~

~~FSS participants may successfully complete the program in less than the five year CoP term, if they have met all other requirements. Successful program graduates are not required to leave subsidized housing.~~

The full balance of escrow, less any outstanding debt to SNRHA, will be given to the FSS HOH within 30 days after the effective date of program completion.

There are no restrictions on the use of the escrow funds, and the U.S. Internal Revenue Service has ruled that these funds are not subject to federal income tax.

**PROGRAM TERMINATION:**

Voluntary

Participation in the FSS Program is voluntary. Participants may withdraw from the program at any time. This request will be honored without penalty regarding the family's housing status. Should the HOH withdraw, the FSS escrow funds will be forfeited.

Involuntary

Reasons for involuntary termination from the FSS program include:

- ❖ Adverse loss of housing assistance
- ❖ Failure to fulfill responsibilities under the CoP
- ❖ An act occurs that is inconsistent with the purpose of the FSS program including but not limited to: committing fraud; failure to report changes in household composition and/or income with the timeframes set forth in the Administrative Plan and ACOP, and other reoccurring acts/behaviors as determined by the RPC and ~~SSM~~ DSS

The FSS escrow funds will be forfeited.

**Commented [AL22]:** Updated wording

**Commented [PT23R22]:** Do we need to clarify this to state \$21,320 annually for participants not receiving SS? For disabled clients we can use the \$10.25 x 20 annualized to \$10,660.

**Commented [AL24]:** Removed sentence that repeats what this section started with.

## SNRHA FAMILY SELF SUFFICIENCY ACTION PLAN

### Mutual Consent

The **FSS** HOH and the FSS Coordinator may mutually agree to terminate participation in the FSS Program. The FSS escrow funds will be forfeited.

### **PROGRAM RE-ENROLLMENT**

Participants who have successfully completed the FSS program are eligible to apply for re-enrollment based on the family selection policies and meet the one of the following criteria:

- Any person who graduated due to the 30% rule **will be given preference and streamlined enrollment, space permitting.**
- Any person who graduated from the program and has maintained 12 consecutive months of employment at the same individual wage **(or higher)** at the time of program graduation and has **a new individual goals that is are** more advanced/progressive than the individual goal under the previous CoP.

Any family not successfully completing the program may re-apply to the FSS Program after a minimum of twelve months unless otherwise approved by the ~~SSM~~-DSS

All former participants re-applying are subject to the family selection policies set forth in this Action Plan.

### **GRIEVANCE PROCEDURE**

The FSS participant has a right to grieve any negative decision(s), except denial of a contract extension and denial of an interim or forfeited escrow disbursement.

The participant will have ten (10) business days, from the date of the written notification of a negative action to contact the Resident Program Coordinator (RPC) or designee.

Written decision notification from the RPC or designee shall be issued to the participant within ten (10) business days. If the participant does not agree with the decision of the RPC, they may request a review of the decision with the ~~SSM~~-DSS. The participant shall have the opportunity to present written and/or oral objections to the ~~Supportive Services Manager (SSM)~~-Director of Supportive Services.

If the participant does not agree with the decision of the ~~SSM~~ DSS, they may request a hearing with the SNRHA Hearing Officer, according to guidelines established in the Admissions and Occupancy Policy (ACOP) for Public Housing residents or Administrative Plan for Housing Choice Voucher participants.

### **PORTABILITY**

#### Port-Ins

Port-ins from other FSS Programs will be welcomed into the SNRHA Family Self-Sufficiency



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Program, under the following conditions:

- Open slots are available if slots are not available, the family will be placed on the Interest Form List according to the date and time that the request was received.
- The participant is in compliance with the initial housing authority's FSS program
- Final goals can be attained the time remaining on the CoP
- SNRHA receives a valid signed CoP and ITSP from the previous housing authority
- The participant signs an FSS CoP with SNRHA within 120 days of lease up within SNRHA jurisdiction

A new CoP will be executed for the remaining time of the initial contract using the end date, beginning income and family rent figures on the CoP from the previous housing authority.

Port-Outs

Once a family notifies the FSS Coordinator of the intention to move out of SNRHA's jurisdiction the Coordinator will clearly discuss the FSS family's options for continued participation or termination from the program.

Families who move out of SNRHA's jurisdiction within the first 12 months of FSS enrollment will be terminated from the program and any escrow funds will be forfeited.

Families who move to another jurisdiction that absorbs the voucher and the family enrolls in their FSS program will continue their CoP under the receiving housing authority's administration. All escrow funds will be sent to the receiving housing authority.

Families who move to another jurisdiction that does not offer the FSS program will be terminated and escrow funds will be forfeited unless disbursed under the disbursement with termination policies set forth in this Action Plan.

SNRHA will not administer an FSS CoP for a family that moves out of SNRHA's jurisdiction.

**ASSURANCE OF NON-INTERFERENCE:**

The decision, by family, to participate or not in the FSS Program, will not affect their right to admission in the Public Housing or Housing Choice Voucher programs, or their right to occupancy in accordance with their lease.

Participation in the FSS Program is voluntary. A family's decision on whether to participate in FSS will have no bearing on the SNRHA's decision of whether to admit the family into the FSS program. The family's housing assistance will not be terminated based on whether they decide to participate in FSS, their successful completion of the CoP, or on their failure to comply with FSS program requirements.

The SNRHA will ensure that the voluntary nature of FSS program participation is clearly stated in all FSS outreach and recruitment efforts.

**Commented [AL25]:** Should we replace our text with the official HUD wording (in YELLOW)? Refer to pg. 35 of HUD Action Plan

**Commented [PT26R25]:** That's good.

**CHANGES TO THE ACOP & ADMINISTRATIVE PLAN**

SNRHA recognizes that the implementation of this FSS Action Plan is a dynamic process, which

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may need to incorporate changes/revisions to current policies and procedures to be an effective working tool for staff.

SNRHA will review HUD FSS regulations and PIH notices as needed, to ensure that the FSS Action Plan is consistent with same. Any necessary changes will be made to SNRHA policy as appropriate.



Refer the case to HUD's RIGI, and terminate rental assistance.

Administrative Remedies: The SNRHA may:

Terminate tenancy and demand payment of restitution in full.

Terminate tenancy and execute an administrative repayment agreement in accordance with the SNRHA repayment policy.

Terminate tenancy and pursue restitution through civil litigation.

Permit continued occupancy at the correct rent and execute an administrative repayment agreement in accordance with the SNRHA repayment policy.

In cases of tenant error, termination of tenancy will be pursued only if the tenant refuses to make the new monthly rent payments or if the tenant refuses to repay the overpaid subsidy either by paying the entire amount or by entering into a repayment agreement with the SNRHA.

### **Timing of Action(s) Taken by SNRHA**

Before any adverse action is taken, the SNRHA will provide an opportunity for the tenant to review the facts of the case and supporting documentation, and to respond, consistent with the terms of the grievance procedures in this plan. Adverse action is defined as termination of tenancy, notice to vacate, implementation of increased tenant rent, filing of civil action, entering into a repayment agreement with the tenant.

Procedures to terminate tenancy will not begin until all applicable provisions of the grievance procedures (including timeframes) have been exhausted.

The Manager must correct tenant rent payments, execute a repayment agreement with the tenant, and if necessary, file a civil action to establish the agency's right to repayment upon issuance of the Hearing Officer's final decision, or if the tenant has waived his/her right.

### **PHA-CAUSED ERRORS OR PROGRAM ABUSE**

The responsibilities and expectations of PHA staff with respect to normal program administration are discussed throughout the ACOP. This section specifically addresses actions of a PHA staff member that are considered errors or program abuse related to the public housing program. Additional standards of conduct may be provided in the PHA personnel policy.

PHA-caused incorrect rental determinations include (1) failing to correctly apply public housing rules regarding family composition, income, assets, and expenses, and (2) errors in calculation.

### **De Minimis Errors [24 CFR 5.609(c)(4); Notice PIH 2023-27]**

The PHA will not be considered out of compliance when making annual income determinations solely due to de minimis errors in calculating family income. A de minimis error is an error where the PHA



determination of family income deviates from the correct income determination by no more than \$30 per month in monthly adjusted income (\$360 in annual adjusted income) per family.

PHAs must take corrective action to credit or repay a family if the family was overcharged rent, including when PHAs make de minimis errors in the income determination. Families will not be required to repay the PHA in instances where the PHA miscalculated income resulting in a family being undercharged for rent. PHAs state in their policies how they will repay or credit a family the amount they were overcharged as a result of the PHA's de minimis error in income determination.

### PHA Policy

The PHA will reimburse a family for any family overpayment of rent, regardless of whether the overpayment was the result of staff-caused error, staff program abuse, or a de minimis error.



# Non-Public Housing Over-Income Lease Agreement

## Section 1: Parties, dwelling unit, and term.

1. Name of PHA and tenants: THIS AGREEMENT is executed between the Southern Nevada Regional Housing Authority (herein called "PHA"), and \_\_\_\_\_ (herein called the "Tenant"), and becomes effective as of this date: \_\_\_\_\_.

2. The PHA leases to the tenant, upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at \_\_\_\_\_ (called "premises" or "dwelling unit") to be occupied exclusively as a private residence by Tenant and household.

3. The term of the lease is: \_\_\_\_\_.

4. (A) PHA-supplied utilities, services, and equipment. If indicated by an (X) below, PHA provides the indicated utility as part of the rent for the premises without additional cost:

- ( ) Electricity ( ) Natural Gas ( ) Heating Fuel ( ) Water ( ) Sewerage ( ) Other

If indicated by an (X) below, PHA shall provide the following appliances for the premises: ( ) Cooking Range ( ) Refrigerator

(B) Tenant-supplied utilities and appliances. If indicated by an (X) below, tenant must pay for the indicated utility:

- ( ) Electricity ( ) Natural Gas ( ) Heating Fuel ( ) Water ( ) Sewerage ( ) Other

If indicated by an (X) below, tenant shall provide the following appliances for the premises: ( ) Cooking Range ( ) Refrigerator

5. Household Composition: The Tenant's household is composed of the individuals listed below. These individuals have been approved by the PHA and may include (family members, foster children and adults, and any PHA-approved live-in aides)

The family must promptly inform the PHA of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

Other than the Head or Spouse each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease.



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| Name | Relationship | Age & Birthdate | Social Security Number |
|------|--------------|-----------------|------------------------|
| 1.   | Head         | __ & __/__/__   |                        |
| 2.   |              |                 |                        |
| 3.   |              |                 |                        |
| 4.   |              |                 |                        |
| 5.   |              |                 |                        |
| 6.   |              |                 |                        |
| 7.   |              |                 |                        |
| 8.   |              |                 |                        |

**Section 2: Lease term and renewal.**

1. *Lease term and renewal:* This lease agreement is valid for 12 months. Lease renewal will begin 60 days prior to the lease end date.
2. At any time, the PHA may terminate the tenancy in accordance with Section 11.

**Section 3: Payments due under the lease.**

1. *Tenant rent.* Rent in the amount of \$ \_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5th) day of said month. SNRHA will only accept electronic payments for rent via Rent Café or cash payments via WIPS (Walk-In Payment Systems) at specified locations.
2. *PHA charges.* Tenant shall pay reasonable charges for maintenance and repair beyond normal wear and tear, and for cleaning and pest control rendered necessary by the acts or failure to act by Tenant, in accordance with the Schedule of Charges for Services and Repairs posted in SNRHA's offices and incorporated herein by reference. Tenant will be charged in the event the unit is not prepared for pest control



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in a manner specified by SNRHA when requested by SNRHA. Charges billed to the Tenant shall specify the items damaged, corrective action taken and cost thereof. Charges assessed to the Tenant by SNRHA for maintenance and repairs shall become due and payable the first day of the second month following the month in which the charges are incurred, except at termination of lease when all charges are considered due and payable. All charges provided for in this section shall be computed on the basis of labor and material expended.

- 3. *Late payment penalties.*** A fee for late payment of rent in the amount of five percent of the monthly rent, not to exceed \$20.00, shall be payable for rent due and unpaid by the fifth (5th) day of the month. In addition to the foregoing late fee, the Tenant agrees to pay a charge of \$25.00 for each returned payment fee to SNRHA for non-sufficient funds.
- 4. *Security deposits.***

Upon the execution of this Lease, the Tenant agrees to make a security deposit in the amount of \$\_\_\_\_\_. A security deposit of \$100 is also required for all scattered site tenants for lawn maintenance. The security deposit may be used by the SNRHA at the termination of this Lease toward the cost of repairing any intentional or negligent damages to the dwelling unit and cleaning of the premises caused by the Tenant, members of the household or guests, and any rent or other charges owed to the SNRHA by the Tenant. The SNRHA agrees to return the security deposit within thirty (30) days after the Tenant has notified the SNRHA that the unit is vacated and returns the keys to said dwelling unit to the Asset Manager, less any deductions for any of the costs indicated above. If such deductions are made, Management will give Tenant a written statement of any such costs for damages and /or other charges deducted from the security deposit. The security deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. Security deposit may be used in whole or in part through 30-day notice period towards unpaid tenant rent when tenant vacates without giving written notice in accordance with Section 1.

***Section 4: Tenant's right to use and occupancy.*** The tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, as well as their guests (as defined in 24 CFR 5.100).

***Section 5: The PHA's obligations.*** The PHA's obligations under the lease include the following:

- 1.** To maintain the dwelling unit and the project in decent, safe, and sanitary condition.
- 2.** To comply with requirements of applicable State and local building codes, housing codes, and HUD regulations materially affecting health and safety.



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3. To make necessary repairs to the dwelling unit.
4. To keep project buildings, facilities, and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition.
5. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities, and appliances, including elevators, supplied, or required to be supplied by the PHA.
6. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the dwelling unit by the tenant in accordance with paragraph (b)(6)(vii) of this section.
7. To supply running water, including an adequate source of potable water, and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage), except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection.
8. To notify the tenant of the specific grounds for any proposed adverse action by the PHA as required by State and local law.
9. To comply with Federal, State, and local nondiscrimination and fair housing requirements, including Federal accessibility requirements and providing reasonable accommodations for persons with disabilities.
10. To establish necessary and reasonable policies for the benefit and well-being of the housing project and the tenants, post the policies in the project office, and incorporate the regulations by reference in the lease.

### ***Section 6: The Tenant's obligations.***

1. Not assign the lease or sublease the dwelling unit.
2. Not provide accommodations for boarders or lodgers. Visitors beyond 14 consecutive days with without prior written permission of SNRHA will be considered a boarder or lodger.
3. Use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not use or permit its use for any other purpose.
4. Abide by necessary and reasonable policies established by the PHA for the benefit and well-being of the housing project and the tenants, which must be posted in the project office and incorporated by reference in the lease.
5. Comply with all applicable State and local building and housing codes materially affecting health and safety.





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6. Keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition.
7. Dispose of all waste from the dwelling unit in a sanitary and safe manner.
8. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities, including elevators.
9. Refrain from, and cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or housing project.
10. Pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, or to the housing project (including damages to buildings, facilities, or common areas) caused by the tenant, a member of the household or a guest.
11. Act, and cause household members and guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.
12. Assure that no tenant, member of the tenant's household, guest, or any other person under the tenant's control engages in:
  - (A) *Criminal activity.*
    - (1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
    - (2) Any drug-related criminal activity on or off the premises; or
  - (B) *Civil activity.* For non-public housing over-income units that are not within mixed-finance projects, any smoking of prohibited tobacco products in the tenant's unit as well as restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the PHA has designated as smoke-free.
13. To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
14. To properly collect and dispose of pet waste, to include service animals.
15. Not to keep nor permit the keeping of any animals without the express written approval of SNRHA. Residents approved for ownership of pets must enter into a pet agreement and adhere to the Pet Policy including the payment of any applicable deposits. SNRHA Pet Policy does not apply to assistance animals.
16. To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor install additional equipment or major appliances without written consent from SNRHA. To make no changes to locks or install new locks on the exterior and/or interior doors without SNRHA's written approval.
17. To refrain from storing or repairing any vehicle on the lawn, sidewalk, non-dedicated street, parking lot or restricted area which are marked. As determined by SNRHA, any vehicle in violation of the above or any vehicle without a license plates, or with expired license plates or any vehicle in a non-operating condition, any repair creating a public nuisance or in various stages of repair for more than (72) hours without written



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permission from SNRHA shall be deemed abandoned and may be removed at the Owner's expense with SNRHA held harmless for any fees or storage.

18. SNRHA provides free mandatory pest services. The tenant is responsible to provide access to their unit when notified of schedule services. If it is found that additional treatments are required the tenant will accommodate SNRHA and the technician by providing access when needed.
19. To continuously maintain all utilities directly billed to the tenant family by the utility supplier.
20. Appear for scheduled appointments, cooperate with management requests, sign required forms and furnish information in a timely manner.
21. To refrain from, and to cause any household members, guest, or any person under the tenant's control, to refrain from, any type of harassment; including without limitation, harassment that is based upon race, color or national origin. Immediate action will be taken against any resident who verbally or otherwise threatens or abuses, or permits a household member or a guest to threaten or abuse another resident, employee or vendor, including immediate action to terminate the Lease.
22. To comply with SNRHA Bed Bug, Trespass and No Smoking Policies.

**Section 8: Defects hazardous to life, health, or safety.** The following are the rights and obligations of the tenant and the PHA if the premise is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants.

1. The tenant must immediately notify project management of the damage.
2. The PHA must repair the unit within a reasonable time. The PHA must charge the tenant the reasonable cost of the repairs if the damage was caused by the tenant, the tenant's household, or the tenant's guests.
3. The PHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time, subject to § 960.509(b)(5)(ix); and
4. Abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with paragraph (2) of this section or alternative accommodations not provided in accordance with paragraph (3) of this section must be provided by the PHA, except that no abatement of rent may occur if the tenant rejects the alternative accommodation or if the damage was caused by the tenant, tenant's household or guests.

**Section 9: Entry of dwelling unit during tenancy.** The PHA may enter the dwelling unit during the tenant's possession under the circumstances outlined in this section.

1. The PHA is, upon reasonable advance notification to the tenant, permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvement or repairs, or to show the dwelling unit for re-leasing. A written statement specifying the purpose of the PHA entry delivered to the dwelling unit at least two calendar days before such entry is reasonable advance notification.
2. The PHA may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists; and



## SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

3. If the tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the PHA must leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit.

**Section 10: Notice procedures.** In accordance with State and local laws, the PHA and tenant must follow these procedures when giving notices:

1. Except as provided in paragraph (9) of this section, notice to a tenant must be provided in a form to allow meaningful access for persons who are limited English proficient and, in a form, to ensure effective communication with individuals with disabilities; and
2. Notice to the PHA can be in writing, hand delivered, or sent by prepaid first-class mail to PHA address provided in the lease, orally, or submitted electronically through a communications system established by the PHA for that purpose.

**Section 11: Termination of tenancy and eviction.**

*Procedures.* These procedures must be followed by the PHA and the tenant to terminate the tenancy:

Eviction and Notices to Quit shall be served in accordance with State Law. Any fees SNRHA incurs to serve such notices to enforce any and all lease provisions will be charged directly to the Tenant. All other notices required by this Lease, shall be in writing and delivered to Tenant or to an adult member of Tenant's household residing in the dwelling or sent certificate of mail properly addressed to Tenant. Notices to SNRHA must be in writing, delivered to the appropriate Management office within which Tenant resides or SNRHA's Central Office, or sent by prepaid first-class mail, properly addressed to SNRHA at P.O. Box 1897, Las Vegas, Nevada 89125. If tenant is visually impaired, notice will be given in a visually accessible format, or orally delivered to Tenant and witnessed by a third party.

1. *Grounds for termination of tenancy.* The PHA may only terminate the tenancy for good cause, which includes, but is not limited to, the following:
2. *Lease termination notice.* The PHA must give notice of lease termination in accordance with State and local laws.
3. The failure to pay rent or other payments when due.
4. *PHA termination of tenancy for criminal activity or alcohol abuse.*

(A) *Evicting on the basis of drug-related criminal activity.*

(1) *Methamphetamine conviction.* The PHA must immediately terminate the tenancy if the PHA determines that any member of the household has been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

(2) *Drug crime on or off the premises.* Drug-related criminal activity engaged in on or off the premises by any tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control, is grounds for the PHA to terminate tenancy. In addition, a PHA



## SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

may evict a family when the PHA determines that a household member is illegally using a drug or when the PHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

*(B) Evicting on the basis of other criminal activity.*

(1) *Threat to other residents.* Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.

(2) *Fugitive felon or parole violator.* The PHA may terminate the tenancy if a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.

*(C) Eviction for criminal activity – evidence and notice.*

(1) *Evidence.* The PHA may evict the tenant by judicial action for criminal activity in accordance with this section if the PHA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction.

(D) *Use of criminal record.* If the PHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the PHA must notify the household of the proposed action to be based on the information and must provide the subject of the record and the tenant with a copy of the criminal record before a PHA grievance hearing, as applicable, or court trial concerning the termination of tenancy or eviction. The tenant must be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial.

(E) *Cost of obtaining criminal record.* The PHA may not pass along to the tenant the costs of a criminal records check.

(F) *Evicting on the basis of alcohol abuse.* The PHA must establish standards that allow termination of tenancy if the PHA determines that a household member has:

(1) Engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or

(2) Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

*(G) PHA action, generally.*



(1) *Consideration of circumstances.* In a manner consistent with policies, procedures and practices, the PHA may consider all circumstances relevant to a particular case such as the nature and severity of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity, the extent to which the leaseholder has taken steps to prevent or mitigate the offending action, the amount of time that has passed since the criminal conduct occurred, whether the crime or conviction was related to a disability, and whether the individual has engaged in rehabilitative or community services.

(2) *Exclusion of culpable household member.* The PHA may require a tenant to exclude a household member to continue to reside in the dwelling unit, where that household member has participated in or been culpable for action or failure to act that warrants termination.

(3) *Consideration of rehabilitation.* In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the PHA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully (42 U.S.C. 13662). For this purpose, the PHA may require the tenant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

(4) *Nondiscrimination limitation.* The PHA's eviction actions must be consistent with fair housing and equal opportunity provisions of 24 CFR 5.105.

**Section 12: No automatic lease renewal.** Upon expiration of the lease term, the lease shall not automatically renew.

**Section 13: Grievance procedures.** Tenant is eligible to request a hearing in accordance to the SNRHA Grievance Procedures for any adverse action taken by SNRHA.

**Section 14: Tenant Belongings:** SNRHA is not responsible for damage to Tenant's personal belongings due to fire, theft, water damage, sewer clogging or backup, rain, etc. The tenant must provide such insurance as desired on personal property owned by Tenant.

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**Section 16: Signature clause.** By Tenant's signature below, Tenant and household agree to the terms and conditions of this lease and all additional documents made a part of the lease by reference. By the signature(s) below I/we also acknowledge that the Provisions of this Lease Agreement have been received and thoroughly explained to me/us. The Head of Household and his/her adult household members further acknowledge by signature below they have received copy of the following documents:

- The SNRHA Grievance Procedure
- The SNRHA House Rules
- The SNRHA List of Maintenance Charges
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- The SNRHA Community Service Policy
- The SNRHA Trespassing Policy
- The SNRHA Eviction Policy
- The SNRHA Reasonable Accommodation Policy
- Instructions to Vacate
- Notice of Occupancy Rights (VAWA)

Tenant (Head of household): \_\_\_\_\_ Date: \_\_\_\_\_

Co-Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Manager: \_\_\_\_\_ Date: \_\_\_\_\_



# Non-Public Housing Over-Income Lease Agreement

## Section 1: Parties, dwelling unit, and term.

1. Name of PHA and tenants: THIS AGREEMENT is executed between the Southern Nevada Regional Housing Authority (herein called "PHA"), and \_\_\_\_\_ (herein called the "Tenant"), and becomes effective as of this date: \_\_\_\_\_.

2. The PHA leases to the tenant, upon Terms and Conditions set forth in Part I of this Lease agreement) the dwelling unit LOCATED at \_\_\_\_\_ (called "premises" or "dwelling unit") to be occupied exclusively as a private residence by Tenant and household.

3. The term of the lease is: \_\_\_\_\_.

4. (A) PHA-supplied utilities, services, and equipment. If indicated by an (X) below, PHA provides the indicated utility as part of the rent for the premises without additional cost:

- ( ) Electricity ( ) Natural Gas ( ) Heating Fuel ( ) Water ( ) Sewerage ( ) Other

If indicated by an (X) below, PHA shall provide the following appliances for the premises: ( ) Cooking Range ( ) Refrigerator

(B) Tenant-supplied utilities and appliances. If indicated by an (X) below, tenant must pay for the indicated utility:

- ( ) Electricity ( ) Natural Gas ( ) Heating Fuel ( ) Water ( ) Sewerage ( ) Other

If indicated by an (X) below, tenant shall provide the following appliances for the premises: ( ) Cooking Range ( ) Refrigerator

5. Household Composition: The Tenant's household is composed of the individuals listed below. These individuals have been approved by the PHA and may include (family members, foster children and adults, and any PHA-approved live-in aides)

The family must promptly inform the PHA of the birth, adoption, or court-awarded custody of a child. The family must request PHA approval to add any other family member as an occupant of the unit.

Other than the Head or Spouse each household member should be listed by age, oldest to youngest. All members of the household over age 18 shall execute the lease.



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| Name | Relationship | Age & Birthdate     | Social Security Number |
|------|--------------|---------------------|------------------------|
| 1.   | Head         | __ & __ / __ / ____ |                        |
| 2.   |              |                     |                        |
| 3.   |              |                     |                        |
| 4.   |              |                     |                        |
| 5.   |              |                     |                        |
| 6.   |              |                     |                        |
| 7.   |              |                     |                        |
| 8.   |              |                     |                        |

### Section 2: Lease term and renewal.

1. *Lease term and renewal:* This lease agreement is valid for 12 months. Lease renewal will begin 60 days prior to the lease end date.
2. At any time, the PHA may terminate the tenancy in accordance with Section 11.

### Section 3: Payments due under the lease.

1. *Tenant rent.* Rent in the amount of \$ \_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5th) day of said month. SNRHA will only accept electronic payments for rent via Rent Café or cash payments via WIPS (Walk-In Payment Systems) at specified locations.
2. *PHA charges.* Tenant shall pay reasonable charges for maintenance and repair beyond normal wear and tear, and for cleaning and pest control rendered necessary by the acts or failure to act by Tenant, in accordance with the Schedule of Charges for Services and Repairs posted in SNRHA's offices and incorporated herein by reference. Tenant will be charged in the event the unit is not prepared for pest control





## SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

in a manner specified by SNRHA when requested by SNRHA. Charges billed to the Tenant shall specify the items damaged, corrective action taken and cost thereof. Charges assessed to the Tenant by SNRHA for maintenance and repairs shall become due and payable the first day of the second month following the month in which the charges are incurred, except at termination of lease when all charges are considered due and payable. All charges provided for in this section shall be computed on the basis of labor and material expended.

- 3. *Late payment penalties.*** A fee for late payment of rent in the amount of five percent of the monthly rent, not to exceed \$20.00, shall be payable for rent due and unpaid by the fifth (5th) day of the month. In addition to the foregoing late fee, the Tenant agrees to pay a charge of \$25.00 for each returned payment fee to SNRHA for non-sufficient funds.
- 4. *Security deposits.***

Upon the execution of this Lease, the Tenant agrees to make a security deposit in the amount of \$\_\_\_\_\_. A security deposit of \$100 is also required for all scattered site tenants for lawn maintenance. The security deposit may be used by the SNRHA at the termination of this Lease toward the cost of repairing any intentional or negligent damages to the dwelling unit and cleaning of the premises caused by the Tenant, members of the household or guests, and any rent or other charges owed to the SNRHA by the Tenant. The SNRHA agrees to return the security deposit within thirty (30) days after the Tenant has notified the SNRHA that the unit is vacated and returns the keys to said dwelling unit to the Asset Manager, less any deductions for any of the costs indicated above. If such deductions are made, Management will give Tenant a written statement of any such costs for damages and /or other charges deducted from the security deposit. The security deposit may not be used to pay rent or other charges while Tenant occupies the dwelling unit. Security deposit may be used in whole or in part through 30-day notice period towards unpaid tenant rent when tenant vacates without giving written notice in accordance with Section 1.

***Section 4: Tenant's right to use and occupancy.*** The tenant has the right to exclusive use and occupancy of the leased unit by the members of the household authorized to reside in the unit in accordance with the lease, as well as their guests (as defined in 24 CFR 5.100).

***Section 5: The PHA's obligations.*** The PHA's obligations under the lease include the following:

- 1.** To maintain the dwelling unit and the project in decent, safe, and sanitary condition.
- 2.** To comply with requirements of applicable State and local building codes, housing codes, and HUD regulations materially affecting health and safety.



## SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

3. To make necessary repairs to the dwelling unit.
4. To keep project buildings, facilities, and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition.
5. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities, and appliances, including elevators, supplied, or required to be supplied by the PHA.
6. To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the dwelling unit by the tenant in accordance with paragraph (b)(6)(vii) of this section.
7. To supply running water, including an adequate source of potable water, and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage), except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection.
8. To notify the tenant of the specific grounds for any proposed adverse action by the PHA as required by State and local law.
9. To comply with Federal, State, and local nondiscrimination and fair housing requirements, including Federal accessibility requirements and providing reasonable accommodations for persons with disabilities.
10. To establish necessary and reasonable policies for the benefit and well-being of the housing project and the tenants, post the policies in the project office, and incorporate the regulations by reference in the lease.

### ***Section 6: The Tenant's obligations.***

1. Not assign the lease or sublease the dwelling unit.
2. Not provide accommodations for boarders or lodgers. Visitors beyond 14 consecutive days with without prior written permission of SNRHA will be considered a boarder or lodger.
3. Use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not use or permit its use for any other purpose.
4. Abide by necessary and reasonable policies established by the PHA for the benefit and well-being of the housing project and the tenants, which must be posted in the project office and incorporated by reference in the lease.
5. Comply with all applicable State and local building and housing codes materially affecting health and safety.



## SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

6. Keep the dwelling unit and such other areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition.
7. Dispose of all waste from the dwelling unit in a sanitary and safe manner.
8. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities, including elevators.
9. Refrain from, and cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or housing project.
10. Pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit, or to the housing project (including damages to buildings, facilities, or common areas) caused by the tenant, a member of the household or a guest.
11. Act, and cause household members and guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.
12. Assure that no tenant, member of the tenant's household, guest, or any other person under the tenant's control engages in:
  - (A) *Criminal activity.*
    - (1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.
    - (2) Any drug-related criminal activity on or off the premises; or
  - (B) *Civil activity.* For non-public housing over-income units that are not within mixed-finance projects, any smoking of prohibited tobacco products in the tenant's unit as well as restricted areas, as defined by 24 CFR 965.653(a), or in other outdoor areas that the PHA has designated as smoke-free.
13. To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
14. To properly collect and dispose of pet waste, to include service animals.
15. Not to keep nor permit the keeping of any animals without the express written approval of SNRHA. Residents approved for ownership of pets must enter into a pet agreement and adhere to the Pet Policy including the payment of any applicable deposits. SNRHA Pet Policy does not apply to assistance animals.
16. To make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor install additional equipment or major appliances without written consent from SNRHA. To make no changes to locks or install new locks on the exterior and/or interior doors without SNRHA's written approval.
17. To refrain from storing or repairing any vehicle on the lawn, sidewalk, non-dedicated street, parking lot or restricted area which are marked. As determined by SNRHA, any vehicle in violation of the above or any vehicle without a license plates, or with expired license plates or any vehicle in a non-operating condition, any repair creating a public nuisance or in various stages of repair for more than (72) hours without written



## SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

permission from SNRHA shall be deemed abandoned and may be removed at the Owner's expense with SNRHA held harmless for any fees or storage.

18. SNRHA provides free mandatory pest services. The tenant is responsible to provide access to their unit when notified of schedule services. If it is found that additional treatments are required the tenant will accommodate SNRHA and the technician by providing access when needed.
19. To continuously maintain all utilities directly billed to the tenant family by the utility supplier.
20. Appear for scheduled appointments, cooperate with management requests, sign required forms and furnish information in a timely manner.
21. To refrain from, and to cause any household members, guest, or any person under the tenant's control, to refrain from, any type of harassment; including without limitation, harassment that is based upon race, color or national origin. Immediate action will be taken against any resident who verbally or otherwise threatens or abuses, or permits a household member or a guest to threaten or abuse another resident, employee or vendor, including immediate action to terminate the Lease.
22. To comply with SNRHA Bed Bug, Trespass and No Smoking Policies.

**Section 8: Defects hazardous to life, health, or safety.** The following are the rights and obligations of the tenant and the PHA if the premise is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants.

1. The tenant must immediately notify project management of the damage.
2. The PHA must repair the unit within a reasonable time. The PHA must charge the tenant the reasonable cost of the repairs if the damage was caused by the tenant, the tenant's household, or the tenant's guests.
3. The PHA must offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time, subject to § 960.509(b)(5)(ix); and
4. Abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with paragraph (2) of this section or alternative accommodations not provided in accordance with paragraph (3) of this section must be provided by the PHA, except that no abatement of rent may occur if the tenant rejects the alternative accommodation or if the damage was caused by the tenant, tenant's household or guests.

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## SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

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## SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

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(1) *Threat to other residents.* Any criminal activity by a covered person that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy.

(2) *Fugitive felon or parole violator.* The PHA may terminate the tenancy if a tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under Federal or State law.

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- The SNRHA Community Service Policy
- The SNRHA Trespassing Policy
- The SNRHA Eviction Policy
- The SNRHA Reasonable Accommodation Policy
- Instructions to Vacate
- Notice of Occupancy Rights (VAWA)

Tenant (Head of household): \_\_\_\_\_ Date: \_\_\_\_\_  
Co-Tenant: \_\_\_\_\_ Date: \_\_\_\_\_  
Co-Tenant: \_\_\_\_\_ Date: \_\_\_\_\_  
Manager: \_\_\_\_\_ Date: \_\_\_\_\_



**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY  
DWELLING LEASE FOR THE PUBLIC HOUSING PROGRAM**

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1 Community Name \_\_\_\_\_ Community No. \_\_\_\_\_

2 Name of Tenant \_\_\_\_\_ Client No. \_\_\_\_\_

3 Address \_\_\_\_\_

4 Unit No. \_\_\_\_\_ Bedroom Size \_\_\_\_\_ THE SOUTHERN NEVADA

5 REGIONAL HOUSING AUTHORITY (hereinafter referred to as "SNRHA") does hereby lease

6 to \_\_\_\_\_ (hereinafter "Tenant") the

7 above dwelling unit described under the terms and conditions stated herein:

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8

9 **1. TERMS OF LEASE, AUTOMATIC RENEWAL AND RENTAL PROVISION:**

10 (a) The initial term of this lease shall begin on \_\_\_\_\_ and  
11 end at midnight on the last day of the same calendar month. The rent for this initial period is  
12 , \_\_\_\_\_ payable in advance on the first day of occupancy.

13 (b) The lease shall have a 12-month term. Renewals of the lease will be for an additional 12-  
14 month term. The lease will not be renewed if the family has violated the requirement for  
15 resident performance of community service participation in an economic self-sufficiency  
16 program.

17 (c) The monthly rent due under this Lease is \$ \_\_\_\_\_ and is due and payable in  
18 advance on the first day of each month. The monthly rent will remain in effect unless  
19 adjusted in accordance with the provisions of Section 10 of this lease.

20 (d) A fee for late payment of rent in the amount of five percent of the monthly rent, not to  
21 exceed \$20.00, shall be payable for rent due and unpaid by the fifth (5th) day of the month.  
22 In addition to the foregoing late fee, the Tenant agrees to pay a charge of \$25.00 for each  
23 returned payment fee to SNRHA for non-sufficient funds. SNRHA will only accept  
24 electronic payments for rent via Rent Café or cash payments via WIPS (Walk-In Payment  
25 Systems) at specified locations. (e) In the event this Lease is terminated by the Tenant as  
26 provided in Section 20 (a), any rental refund due Tenant shall be prorated daily after the date  
27 of the expiration of the (30) thirty-day notice period. In the event Tenant vacates the  
28 premises without notice, Tenant shall be charged rent on a prorated daily basis until SNRHA  
29 learns of the vacancy. The tenant will also be responsible for damages and other charges  
30 incurred.

31 (f) It is expressly understood and agreed that if the Tenant is transferring from any Public

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32 Housing SNRHA-operated, or HUD assisted dwelling unit, payment of any unpaid rent,  
33 damages, or charges due under the previous Lease shall be paid prior to the execution of a  
34 new lease.

**35 2. MEMBERS OF HOUSEHOLD:**

36 (a) Occupancy due under this Lease is limited to the following members of Tenant's  
37 household:

| <b>38</b> | <b><u>Name</u></b> | <b><u>Relationship</u></b> | <b><u>Soc. Sec #</u></b> | <b><u>D.O.B</u></b> |
|-----------|--------------------|----------------------------|--------------------------|---------------------|
| 39        | _____              | _____                      | _____                    | _____               |
| 40        | _____              | _____                      | _____                    | _____               |
| 41        | _____              | _____                      | _____                    | _____               |
| 42        | _____              | _____                      | _____                    | _____               |
| 43        | _____              | _____                      | _____                    | _____               |
| 44        | _____              | _____                      | _____                    | _____               |
| 45        | _____              | _____                      | _____                    | _____               |
| 46        | _____              | _____                      | _____                    | _____               |
| 47        | _____              | _____                      | _____                    | _____               |

48  
49 (b) The persons listed above are considered the sole residents of the leased premises.  
50 SNRHA shall add to the lease, by addendum, any children added to the family by birth,  
51 adoption or court-awarded custody. Any other additions to the household require the  
52 advance written approval of SNRHA. All changes in household composition must be  
53 reported within 10 days of the change. All adult persons, eighteen years of age or older,  
54 listed above, acknowledge, agree and understand that they must abide by the provisions of  
55 this lease and that failure to abide by the provisions of this lease may result in termination of  
56 this lease with the entire household. Children over 17 years of age who move from the  
57 household to establish new households will be removed from the lease; these individuals will  
58 not be readmitted to the unit. The adult persons, eighteen years of age or older, listed above,  
59 further acknowledge, agree and understand that if any guest, minor child, or other person  
60 under their control, violates the provisions of this lease agreement, this lease agreement may  
61 be terminated.

**62 3. CRIMINAL ACTIVITY:**

63 The head of household and all adult household members listed in section 2 above, do hereby

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64 agree, acknowledge and understand that SNRHA may terminate this lease agreement, if the  
65 head of household, household member, guest or other person under their control is found to  
66 have:

- 67 • a prior or current conviction for a sexual criminal offense that is subject to the Nevada  
68 Sex Offender Registration Program; or
- 69 • a prior or current conviction for the manufacture or production of methamphetamine; in  
70 Federally-assisted housing or
- 71 • any non-drug related felony conviction during the residency period.

72 Residents who are evicted pursuant to this lease provision, to wit section 3, due to a  
73 conviction for a sexual criminal offense and/or due to a conviction for the manufacture or  
74 production of methamphetamine in Federally assisted housing; **shall** be permanently barred  
75 from re-admission to public housing. Residents who are evicted pursuant to this lease  
76 provision, to with section 3, for a non-drug related felony conviction shall be barred from re-  
77 admission to SNRHA Public Housing in accordance with the SNRHA Admissions and  
78 Occupancy Policy in effect on the date the application for re-admission is submitted.

**79 ZERO TOLERANCE POLICY REGARDING DRUGS OR CRIMINAL ACTIVITY**

80 SNRHA has a zero tolerance with all residents who are found to have violated this lease  
81 provision. Zero Tolerance means a single violation of any of the provision of this section of  
82 the lease will result in the termination of tenancy.

**83 (a) DRUG-RELATED CRIMINAL ACTIVITY**

84 Drug-related criminal activity by residents, household members, guests, and other persons  
85 under the Resident’s control is expressly prohibited and shall be cause for termination of this  
86 lease. Resident or members of the household or a guest or other persons on the property due  
87 to resident’s tenancy shall not engage in any acted intended to facilitate criminal activity;  
88 including drug related criminal activity.

89 For purposes of this section, drug-related criminal activity means the illegal use,  
90 manufacture, sale, possession or distribution of controlled substance in violation of State  
91 and/or Federal law. Termination of tenancy for drug-related criminal activity may occur  
92 regardless of whether or not the resident, household member, guest or other persons under  
93 the Resident’s control is arrested and/or convicted. Similarly, SNRHA may terminate the  
94 tenancy of residents and/or household members found to have engaged in drug-related

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95 criminal activity on or off the Public Housing premises.

96 Residents who are evicted pursuant to this lease provision, to wit section 3(a), shall be barred  
97 from re-admission to Public Housing for a period of five (5) years, commencing on the date  
98 the eviction became final, unless said residents provide documentary evidence of successful  
99 completion of a State Certified Drug Rehabilitation Program.

**100 (b) VIOLENT OR DISRUPTIVE CRIMINAL ACTIVITY**

101 Violent or disruptive criminal activity, by residents, household members, guests and other  
102 persons under the Resident's control is expressly prohibited by SNRHA.

103 For purposes of this section, violent criminal activity means any conduct that threatens the  
104 safety and welfare of the public housing community and/or that result in bodily harm to any  
105 person on SNRHA property, including but not limited to household members, neighbors,  
106 visitors and/or SNRHA employees.

107 Disruptive criminal activity means any conduct that threatens the peaceful enjoyment of the  
108 Public Housing Community, by its residents, visitors or neighbors residing in the immediate  
109 vicinity.

110 Termination of tenancy for violent and/or disruptive criminal activity may occur regardless  
111 of whether or not the resident, household member or guest is arrested and/or convicted.  
112 Residents and/or household members who are evicted pursuant to this lease provision, to wit  
113 section 3(b) of this lease agreement, shall be barred from re-admission to SNRHA Public  
114 Housing in accordance with the SNRHA Admissions and Occupancy Policy in effect on the  
115 date the application for re-admission is submitted.

**116 (c) FUGITIVE STATUS:**

117 The SNRHA shall terminate the tenancy of any resident or household member that has found  
118 to be a fugitive. For purposes of this Section, to wit section 3c, a fugitive is a person who is  
119 fleeing to avoid prosecution and/or incarceration for a felony crime or is fleeing to avoid  
120 prosecution or incarceration for violating a condition of probation or parole, imposed by  
121 State or Federal law.

**122 4. FRAUDULENT INFORMATION**

123 SNRHA shall terminate this lease agreement if it determines that the head of household  
124 and/or household member(s) has/have submitted fraudulent information to secure or  
125 otherwise remain in Public Housing. This information may include, but not necessarily be  
126 limited to:

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- 127 • False information regarding income or the lack thereof;
- 128 • False information regarding qualifying for admissions preferences;
- 129 • False information regarding qualifying for deductions from income used in determining
- 130 rent;
- 131 • False information regarding the criminal history of household members including the
- 132 head of household;
- 133 • False information regarding the household composition, custody or guardianship of
- 134 minor children; or
- 135 • False information regarding social security numbers.
- 136 • False information regarding completion of community service requirements

137 **5. FIRES CAUSED BY RESIDENT/HOUSEHOLD MEMBERS OR GUESTS**

138 SNRHA shall terminate this lease agreement if it determines that the head of household  
139 and/or his/her household members or guest has/have caused a fire that resulted in damage to  
140 the Public Housing Community or any portion thereof.

141 Additionally, in the event of fires caused by the head of household and/or household  
142 members or guests, SNRHA shall assess the cost of repair to the tenant and shall utilize all  
143 legal remedies to recover the same.

144 \_\_\_\_\_

145 Signature

146 **6. SECURITY DEPOSIT:**

147 Upon the execution of this Lease, the Tenant agrees to make a security deposit in the amount  
148 of \$\_\_\_\_\_. A security deposit of \$100 is also required for all scattered site tenants  
149 for lawn maintenance. The security deposit may be used by the SNRHA at the termination  
150 of this Lease toward the cost of repairing any intentional or negligent damages to the  
151 dwelling unit and cleaning of the premises caused by the Tenant, members of the household  
152 or guests, and any rent or other charges owed to the SNRHA by the Tenant. The SNRHA  
153 agrees to return the security deposit within thirty (30) days after the Tenant has notified the  
154 SNRHA that the unit is vacated and returns the keys to said dwelling unit to the Asset  
155 Manager, less any deductions for any of the costs indicated above. If such deductions are  
156 made, Management will give Tenant a written statement of any such costs for damages and  
157 /or other charges deducted from the security deposit. The security deposit may not be used to

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158 pay rent or other charges while Tenant occupies the dwelling unit. Security deposit may be  
159 used in whole or in part through 30-day notice period towards unpaid tenant rent when tenant  
160 vacates without giving written notice in accordance with Section 1(e).

**161 7. SERVICE AND EQUIPMENT FURNISHED BY SNRHA:**

162 The following checked services and equipment shall be furnished by the SNRHA, and are  
163 included in the monthly contract rent:

164  Gas  Electricity  Water  Sewer Services  Garbage Collection

165  Smoke Detector  Fire Extinguisher  Gas Range  Electric Range  Refrigerator

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Any charges for appliances and equipment will require an addendum to this Lease to be executed by the Tenant and SNRHA.

**8. UTILITIES:**

(a) Gas and electricity used by the Tenant, except Harry C. Levy Gardens, ~~and James H. Down Towers~~, will be billed directly by the Utility supplier and the Tenant will make payments directly to the Utility supplier.

(b) SNRHA will not be responsible for failure to furnish utilities by reason of any cause beyond its control.

(c) In the event that is determined that tenant has excessive consumption of services furnished to tenant and tenant's household, tenant shall pay the charges above and beyond normal consumption. Any such assessment shall be due and collectible 30 days after SNRHA provides the tenant written notice of the charges.

Excessive utility usage will be determined if the individually checked metered utility monthly bill exceeds the approved utility allowance for the unit size by 30%. In the case of water bills, usage will be based on the average unit size consumption.

(d) Tenant is required to contact and arrange for any utility service not provided by SNRHA and for any utilities not listed above. Tenant is required to maintain utility service at all times during the time of the lease.

(e) All tenant utility service accounts must be under an adult household members name. This will be monitored yearly at the time of recertification.

**9. MAINTENANCE AND REPAIR CHARGES:**

Tenant shall pay reasonable charges for maintenance and repair beyond normal wear and tear, and for cleaning and pest control rendered necessary by the acts or failure to act by Tenant, in accordance with the Schedule of Charges for Services and Repairs posted in SNRHA's offices and incorporated herein by reference. Tenant will be charged in the event the unit is not prepared for pest control in a manner specified by SNRHA when requested by SNRHA. Charges billed to the Tenant shall specify the items damaged, corrective action taken and cost thereof. Charges assessed to the Tenant by SNRHA for maintenance and repairs shall become due and payable the first day of the second month following the month in which the charges are incurred, except at termination of lease when all charges are considered due and payable. All charges provided for in this section shall be computed on the basis of labor and material expended.

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**197 10. FAMILY INCOME AND COMPOSITION: REGULAR AND INTERIM  
REEXAMINATIONS**

198 (a) For families who pay an income-based rent, SNRHA will conduct a reexamination of  
199 family income and composition at least annually and will make appropriate adjustments in  
200 the rent after consultation with the family and upon verification of the information.

201 (b) For families who choose flat rents, SNRHA will conduct a reexamination of family  
202 composition at least annually, and must conduct a reexamination of family income at least  
203 once every three years.

204 (c) For all families who include nonexempt individuals, as defined in CFR 960.601, SNRHA  
205 will determine compliance once each twelve months with community service and self-  
206 sufficiency requirements.

207 (d) SNRHA will use the results of these reexaminations to require the family to move to an  
208 appropriate size unit.

209 (e) INTERIM REEXAMINATIONS. A family must report all changes in household  
210 composition, and increases in income/assets of all household members to SNRHA in writing  
211 within 10 calendar days of the occurrence. SNRHA will process rent adjustments resulting  
212 from any increase in income. Residents may report a decrease in income and other changes,  
213 which would reduce the amount of the total tenant payment.

214 (f) If a household fails to complete an annual recertification, they will receive a 30-Day  
215 Notice of Lease Termination in accordance with Section 20.

(g) The Housing Opportunity through Modernization Act of 2016 modifies the continued  
occupancy standards of public housing residents whose incomes have grown above the threshold  
for initial eligibility. Once a family's income has exceeded the very low-income limit (adjusted  
for family size) multiplied by 2.4 equals 120% of the area median income twenty four (24)  
consecutive months, SNRHA will continue to house the family as a non-public housing over  
income family. However, the family will be charged an alternative monthly rent which is the  
higher of (1) the applicable Fair Market Rent (FMR) for the unit; or (2) the amount of monthly  
subsidy provided for the unit.

**224 11. COMMUNITY SERVICE REQUIREMENT:**

225 (a) For all tenants whose household includes nonexempt individuals, as defined in CFR  
226 960.601, SNRHA will determine compliance once each 12 months with community service  
227 and self-sufficiency requirements.

228 (b) All adult household members are to contribute eight (8) hours of documented community

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229 service per month, unless the tenant or other adult household member are determined by  
230 SNRHA to be exempt, due to employment, age, disability or economic self-sufficiency  
231 program participation.

232 (c) The lease will not be renewed if any member of the tenant's household has not met the  
233 community service requirements except in cases where an approved community service  
234 repayment agreement has been executed.

235 **12. RENT OPTIONS. (Annual choice by family)**

236 (a) Once a year a family has the opportunity to choose between the two methods for  
237 determining the amount of tenant rent payable monthly by the family. The family may  
238 choose to pay as tenant rent either a flat rent or an income-based rent. Except for financial  
239 hardship cases the family may not be offered this choice more than once a year. Regardless  
240 of whether the family chooses to pay a flat rent or income-based rent, the family must pay  
241 at least the minimum rent.

242 (b) Decreases in rent will be made effective the first of the month following the month in  
243 which the verified change occurred; or (ii) Increases in rent will be made effective the first  
244 of the month following the 30-day notice of rent increase. Tenant's failure to report the  
245 required changes set forth in this Subsection (b) will result in a retroactive rent charge, as  
246 appropriate.

247 (c) Notwithstanding any of the above, a retroactive rent increase may be charged and  
248 become immediately due and payable if information given by Tenant in compliance with  
249 Subsection (a) and (b) of this section is intentionally misrepresented or withheld. A  
250 retroactive rent increase may be charged and become due and payable in the event the  
251 reexamination or interim process is delayed because the Tenant does not respond in a timely  
252 manner or fails to complete the process including but not limited to signing required forms.

253 (d) In the event of any rent adjustments pursuant to this Section, SNRHA will mail or  
254 deliver a *Notice of Lease Change/ Rent Adjustment* to the Tenant in accordance with Sec 19.

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255 (e) Tenant agrees to move to a unit of appropriate size if SNRHA determines in accordance  
256 with the Occupancy Policy that the size of Tenant's present unit is no longer appropriate to  
257 the Tenant's needs. If Tenant resides in a handicap-accessible unit but does not require the  
258 use of the handicap-accessible features, Tenant agrees to move to an appropriate standard  
259 unit should those accessible features be needed by another qualified family. Tenant will be  
260 required to move within 30 days upon notification by SNRHA pursuant to Section 19 that  
261 an appropriate size vacant unit is available. Only one-unit offer will be made in accordance  
262 with Section 8 of the Admissions and Continued Occupancy Policy (ACOP).

263 \_\_\_\_\_

264 *Signature*

265 (f) If SNRHA determines at the time of regular reexamination that the Tenant no longer  
266 qualifies as a family of low income, no action will be taken to terminate the Lease or  
267 commence eviction proceedings on the basis of the income of Tenant unless SNRHA has  
268 identified for possible rental by Tenant a unit of decent, safe and sanitary housing of suitable  
269 size available for rental at a rent not exceeding 30 percent of income as defined by SNRHA  
270 for the purpose of determining rent, and Notice is given according to Subsection 19, after  
271 identification of such housing.

272 (g) Upon re-determination of rent or notice of requirement to transfer due to change in  
273 family composition, SNRHA shall notify family, they may request an explanation of the  
274 specific grounds for the change(s), and if family disagrees the family has a right to request a  
275 grievance hearing.

**276 13. TENANT'S RIGHT TO USE AND OCCUPANCY:**

277 Tenant shall have the right to the exclusive use and occupancy of the dwelling unit  
278 described above, which in all communities, shall include accommodation of Tenant's  
279 guests or visitors up to 14 consecutive days, but not to exceed 30 calendar days in a 12  
280 month period without approval of the SNRHA. Guests/Visitors mean any person in the  
281 leased unit with the consent of any household member. A longer period may be allowed if  
282 the SNRHA gives prior written approval. Dwelling unit must be the primary residence by  
283 the Tenant. The dwelling unit will be deemed abandoned if the tenant is away from the unit  
284 for three (3) consecutive months unless otherwise approved by the SNRHA. With the  
285 written consent of the SNRHA, Tenant may include care of foster children and live-in care  
286 for a member of Tenant's family. Further, the leased unit may be used by tenant family as

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287 a place of business for legal profit-making activity, which has received the advance written  
288 approval of SNRHA.

289

290 **14. OBLIGATIONS OF SNRHA**

291 SNRHA shall:

292 (a) Maintain the premises and the community in a decent, safe and sanitary condition.

293 (b) Comply with requirements of applicable building codes, housing codes, and regulations  
294 of the Department of Housing and Urban Development (HUD) materially affecting health  
295 and safety.

296 (c) Make necessary repairs to the premises.

297 (d) Keep community buildings, facilities, and common areas, not otherwise assigned to  
298 Tenant for maintenance and upkeep, in a clean and safe condition.

299 (e) Maintain in good and safe working order and condition electrical, plumbing, sanitary,  
300 heating, ventilating and other facilities and appliances, including elevators, supplied or  
301 required to be supplied by the SNRHA.

302 (f) Provide and maintain appropriate receptacles and facilities (except containers for the  
303 exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish and  
304 other waste removed from the premises by Tenant in accordance with Section 15,  
305 Subsection.

306 (g) Supply running water, reasonable amounts of hot water and reasonable amounts of heat  
307 at appropriate times of the year except where the building that includes the dwelling unit is  
308 not required by law to be equipped for that purpose, or where heat or hot water is generated  
309 by an installation within the exclusive control of Tenant and supplied by a direct utility  
310 connection.

311 (h) Provide tenant with written notice stating specific grounds for any proposed adverse  
312 action to be taken by SNRHA.

313 **15. TENANT'S OBLIGATIONS.**

314 The residents, household members, guests, or any person under the resident's control  
315 must conduct themselves in a manner which is mindful and respectful of each other's  
316 neighbors staff and representatives of the unit being rented and of SNRHA properties as  
317 a whole.

318 Tenant shall be obligated:

319 (a) Not to assign the Lease or sublease the premises.

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320 (b) Not to provide accommodations for boarders or lodgers. Visitors beyond 14 consecutive  
321 days without prior written permission of SNRHA will be considered a boarder or lodger.

322 (c) To use the premises solely as a private dwelling for Tenant and members of Tenant's  
323 household as identified in Section 2, and not to use or permit its use for any other purpose  
324 not approved by SNRHA. Resident or members of the household will not permit the  
325 dwelling unit to be used for or to facilitate criminal activity, including drug related criminal  
326 activity, regardless of whether the individual engaging in such activity is a member of the  
327 household, or guest.

328 This provision does not exclude the care of foster children or live-in care of a member of  
329 Tenant's family, provided; the accommodation of such persons conforms to PHA's  
330 Occupancy standards, and so long as PHA has granted prior written approval for the foster  
331 child(ren), or live-in care aide to reside in the unit.

332 (d) To abide by necessary and reasonable regulations including but not limited to current  
333 HOUSE RULES promulgated by SNRHA for the benefit and well-being of the Public  
334 Housing Community, said HOUSE RULES are attached hereto and incorporated herein by  
335 reference as Appendix A and are posted in the Property Management Office.

336 (e) To comply with all obligations imposed upon Tenants by applicable provisions of  
337 building and housing codes materially affecting health and safety.

338 (f) To keep the premises and such other areas as may be assigned to Tenant in a clean and  
339 safe condition consistent with the agency's objective housekeeping standards.

340 (g) To dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary  
341 and safe manner. To refrain from, and cause members of Tenant's household or guest to  
342 refrain from, littering or leaving trash and debris in common areas.

343 (h) To properly collect and dispose of pet waste, to include service animals.

344 (i) To use only in a reasonable manner all electrical, plumbing, water, sanitary, heating,  
345 ventilation, air conditioning and other facilities and appurtenances, including elevators.

346 (j) To refrain from, and to cause Tenant's household and Tenant's guests to refrain from  
347 destroying, defacing, damaging, or removing any part of the premises or community.

348 (k) To pay reasonable charges (other than for ordinary wear and tear) for the repair of  
349 damages to the premises, community buildings, facilities or common areas caused by  
350 Tenant, Tenant's household or guests exceptions may be made in cases of verifiable criminal  
351 activity not involving the tenant, members of the tenants household or guests /visitors of the  
352 tenant. Tenant will be responsible for cost of any repair for any utility meter tampered with

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353 or damaged and for which Tenant received or is receiving the benefit of the utility from the  
354 damaged or tampered meter.

355 (l) To act and be responsible for behavior or conduct of individuals on the premises due to  
356 Tenant's residency and to cause said individuals to conduct themselves in a manner which  
357 will not disturb Tenant's neighbors' peaceful enjoyment of their accommodations, and will  
358 be conducive to maintaining the community in a decent, safe, and sanitary condition and to  
359 be responsible for damages resulting from their actions or failure to act.

360 (m) Not to display on or about the premises any advertisement for goods or services without  
361 prior written approval of the SNRHA. Political advertisements may not be displayed on  
362 the interior of the unit so that it can be seen from outside of the unit, the exterior or other  
363 SNRHA property.

364 (n) To make no alterations or repairs or redecorations to the interior of the dwelling unit or  
365 to the equipment, nor to install additional equipment or major appliances without written  
366 consent from SNRHA. To make no changes to locks or install new locks on exterior and/or  
367 interior doors without SNRHA's written approval.

368 (o) Not to dismantle or to otherwise tamper with the smoke detectors in his/her public  
369 housing residence and to report inoperable or damaged smoke detectors immediately.  
370 SNRHA will assess a charge to the tenant account for tampering or damaging smoke  
371 detectors.

372 (p) Not to neither keep nor permit the keeping of any animals without the express written  
373 approval of SNRHA. Residents approved for ownership of pets must enter into a Pet  
374 Agreement and adhere to the Pet Policy posted in SNRHA's offices and incorporated herein  
375 by reference, including the payment of any applicable deposits. SNRHA Pet Policy does  
376 not apply to Assistance Animals. Assistance Animals is an animal that is needed as a  
377 reasonable accommodation for persons with disabilities.

378 (q) To refrain from storing or repairing any vehicle on the lawn, sidewalk, non-dedicated  
379 street, parking lot or restricted areas which are marked, and to refrain from driving or  
380 parking any vehicle on the lawn, sidewalk, or restricted areas which are marked. As  
381 determined by SNRHA, any vehicle in violation of the above or any vehicle without license  
382 plates, or with expired license plates, or any vehicle in a non-operating condition or any  
383 vehicle creating, a public nuisance, or in various stages of repair for more than seventy-two  
384 (72) hours without written permission from SNRHA shall be deemed abandoned and may  
385 be removed at the Owner's expense with SNRHA held harmless for any fees, storage,

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- 386 damage, theft, or fire involving the vehicle.
- 387 (r) To not display, use or possess or allow members of Tenants household or guests to  
388 display use or possess any illegal firearms, knife, gun, club, sling shot, or explosive on the  
389 premises and to not use and/or display any otherwise harmless item in a manner that said  
390 item resembles a weapon which may include but is not limited to stick, rock, glass, rope,  
391 martial arts device, or wire on the premises.
- 392 (s) To not store on or around the leased premises except in assigned storage areas any items  
393 and to keep assigned porches, balconies, driveways, garages, etc., free of furniture which is  
394 not designed by the manufacturer as outdoor furniture.
- 395 (t) To transfer to a unit of appropriate size when requested to do so by SNRHA in  
396 accordance with the established Transfer Policy. Once a unit has been offered and accepted,  
397 keys to the old unit must be submitted within 3 days of signing the new lease. Resident is  
398 responsible for any damages to the old unit until the keys have been submitted to SNRHA.  
399 Any balances owed on the old unit will be transferred to the new unit and are considered  
400 due immediately.
- 401 (u) SNRHA provides a free mandatory pest service. The tenant is required to provide access  
402 to their unit when notified of scheduled services. If it is found that additional treatments are  
403 required, the tenant will accommodate SNRHA and the technician by providing access  
404 when needed.
- 405 (v) To continuously maintain all utilities directly billed to the tenant family by the utility  
406 supplier.
- 407 (w) Not to engage in alcohol abuses that interferes with the health, safety, or right to  
408 peaceful enjoyment of the premises by other residents.
- 409 (x) To refrain from, and to cause any household member, guests, or any other person under  
410 tenant's control, to refrain from, any type of harassment; including without limitation,  
411 harassment that is based upon race, color, or national origin. Immediate action will be taken  
412 against any resident who verbally or otherwise threatens or abuses, or permits a household  
413 member or a guest to threaten or abuse another resident, employee or vendor, including  
414 immediate action to terminate the Lease and, when appropriate, the referral of the incident  
415 to the appropriate law enforcement agencies for prosecution under state or federal law.  
416 Tenant understands and agrees that violation of this or any other Section may result in  
417 termination of this Lease, in accordance with Section 20.
- 418 (y) To contribute and cause all adult household members to contribute 8 hours of

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419 documented community service per month to the surrounding community, unless the head  
420 of household and/or adult household members are determined by SNRHA to be exempt due  
421 to employment, age, disability or economic self-sufficiency program participation.

422 Submission of falsified community service documents is grounds for immediate  
423 termination.

424 (z) To notify SNRHA Work Order Department of all leaks and floods that occurs at the  
425 leased premises.

426 (aa) To give prompt prior notice to SNRHA, of Tenant's leaving dwelling unit unoccupied  
427 for any period exceeding more than 30 days.

428 (bb) To refrain from feeding stray animals, including pigeons, cats and dogs on or about the  
429 leased premises.

430 (cc) Not to place furniture or other items so as to block the egress of a room in case of an  
431 emergency. Not to install security bars on windows or doors without the express written  
432 permission of SNRHA. Not to store items in or around electrical panels or water heaters.

433 (dd) Attend new resident orientation within 90 days of move-in. This applies to all adult  
434 household members and any adult household member added to the lease during tenancy.

435 (ee) Appear for scheduled appointments, cooperate with management requests, sign required  
436 forms and furnish information in a timely manner.

437 (ff) To comply with the SNRHA Bed Bug Policy

438 (gg) To comply with the SNRHA Trespass Policy

439 (hh) to comply with the SNRHA No Smoking Policy

**440 16. GROUND MAINTENANCE:**

441 Tenant agrees to maintain fully any lawns, shrubbery, grounds, porches, and balconies  
442 adjacent to Tenant's dwelling as set forth below including but not limited to watering  
443 lawns, trees, shrubbery, and plants, and removing trash from said area whether or not the  
444 Tenant or Tenant family generated the trash. In the event the Tenant fails for any reason  
445 to maintain the grounds and landscaping as assigned in accordance with SNRHA  
446 standards, Tenant shall pay to SNRHA any and all expenses incurred by SNRHA in  
447 maintenance, repairs, or trash removal of said grounds rendered necessary by such failure  
448 or neglect on the part of the Tenant, Tenant's family or guests. Exemption from these  
449 requirements may be provided as a reasonable accommodation to persons with disabilities.

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447 (a) Additional assigned responsibilities: (If none, so state)

448 \_\_\_\_\_  
449 \_\_\_\_\_

**450 17. HAZARDOUS DEFECTS:**

451 Tenant agrees to take every care to prevent fires by not storing or keeping gasoline,  
452 storing abandoned vehicles or tools with fuel, solvents, or other combustible materials or  
453 substances in or around the dwelling unit and to exercise particular caution with respect to  
454 children playing with matches or other flammable material or other hazards as determined  
455 by SNRHA. In the event the premises is damaged to the extent that conditions created are  
456 hazardous to life, health, or safety of the occupants:

457 (a) Tenant shall immediately notify SNRHA of the damage.

458 (b) Tenant shall immediately notify SNRHA of any fire in the leased unit.

459 (c) SNRHA shall be responsible for the repair of the unit within a reasonable time. If the  
460 fire or property damage is determined to have resulted from negligence of the resident  
461 and/or his/her household members or guests, the resident will be required to pay the cost  
462 of repair or the SNRHA insurance deductible.

463 (d) SNRHA shall offer standard alternative accommodations, if available, in  
464 circumstances where necessary repairs cannot be made within seventy-two (72) hours.

465 (e) Provisions shall be made for abatement of rent in proportion to the seriousness of the  
466 damage and loss of SNRHA property value as a dwelling, in the event that needed repairs  
467 render the unit uninhabitable. No abatement of rent shall occur if Tenant rejects the  
468 alternative accommodations or that the damage resulted from actions by Tenant, by  
469 Tenant's household, or by Tenant's guests.

**470 18. INSPECTION:**

471 Prior to commencement of occupancy SNRHA and Tenant or Tenant's representative  
472 shall inspect the dwelling unit, and SNRHA shall furnish Tenant a copy of the inspection  
473 report signed by the tenant and SNRHA management. SNRHA and Tenant shall sign the  
474 statement. When Tenant vacates, SNRHA will inspect the dwelling unit and furnish  
475 Tenant a written statement of any charges to be made in accordance with Section 9 for  
476 which Tenant is responsible. Tenant will be advised of date/time of move-out inspection  
477 and need to participate in such inspection unless Tenant has vacated without notice or is  
478 otherwise unavailable. SNRHA will provide Tenant with written statement with itemized



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479 charges assessed for damages or unpaid rent or other charges owing as of date of move  
480 out. Said statement will be sent by first class mail to forwarding address provided by  
481 Tenant, or Tenant's last address if no forwarding address is provided.

482 Tenant agrees that SNRHA may enter the dwelling unit as follows:

483 (a) SNRHA shall, upon at least (2) calendar days advance written notification to Tenant,  
484 be permitted to enter the dwelling unit during reasonable hours for the purpose of  
485 performing routine inspections, or pest control, for making improvements or repairs, or to  
486 show the premises for re-leasing.

487 (b) A family's request for maintenance authorizes SNRHA to enter the unit during normal  
488 working hours to make necessary repairs.

489 (c) SNRHA may enter the premises at any time without advance notification when there  
490 is reasonable cause to believe that an emergency exists. In the event that Tenant and all  
491 adult members of Tenant's household are absent from the premises at the time of entry,  
492 SNRHA shall leave in the dwelling unit a written statement specifying the date, time and  
493 purpose of entry prior to leaving the premises. SNRHA will conduct annual, periodic and  
494 special inspections which may result in required maintenance. Such maintenance repairs  
495 will occur within 30 days of said inspections without further notification to the tenant.

**496 19. NOTICE:**

497 Eviction and Notices to Quit shall be served in accordance with State Law. Any fees  
498 SNRHA incurs to serve such notices to enforce any and all lease provisions will be  
499 charged directly to the Tenant. All other notices required by this Lease, shall be in writing  
500 and delivered to Tenant or to an adult member of Tenant's household residing in the  
501 dwelling or sent certificate of mail properly addressed to Tenant. Notices to the SNRHA  
502 must be in writing, delivered to the appropriate Management office within which Tenant  
503 resides or SNRHA's Central Office, or sent by prepaid first-class mail, properly addressed  
504 to SNRHA at P.O. Box 1897, Las Vegas, Nevada 89125. If tenant is visually impaired,  
505 notice will be given in a visually accessible format, or orally delivered to Tenant and  
506 witnessed by a third party.

**507 20. TERMINATION OF LEASE:**

508 (a) This Lease may be terminated by Tenant by giving thirty (30) days written notice in  
509 the manner specified in Section 19. Tenant agrees to leave the dwelling unit in a clean  
510 and good condition, except reasonable wear and tear, and to return the keys to SNRHA

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511 when Tenant vacates. Tenant remains responsible for rent and other charges until keys  
512 have been properly received by the appropriate Management Office.

513 (b) This Lease may be terminated by SNRHA for serious violation of the Lease  
514 Agreement, any applicable lease addendum, or for good cause as established by state or  
515 local law.

516 Such serious or repeated violation of terms shall include but not be limited to:

- 517 1. The failure to pay rent or other payments when due;
- 518 2. Repeated late payment, which shall be defined as failure to pay the amount of rent  
519 or other charges due by the fifth calendar day. Four such late payments within a  
520 12-month period shall constitute a repeated late payment; in lieu termination of  
521 the lease agreement the SNRHA shall reserve the right to collect an additional  
522 security deposit of \$150.00.
- 523 3. Failure to maintain utilities in the unit;
- 524 4. Misrepresentation of family income, assets, or composition;
- 525 5. Failure to supply, in a timely fashion, any certification, release, information, or  
526 documentation on Family income or composition need to process annual  
527 reexaminations or interim redeterminations;
- 528 6. Serious or repeated damage to the dwelling unit, creation of physical hazards in  
529 the unit, common areas, grounds, parking areas of any community or site;
- 530 7. Criminal activity by Tenant, household member, guest, or other person under  
531 Tenant's control, including criminal activity that threatens the health, safety, or  
532 right to peaceful enjoyment of SNRHA's public housing premises by other  
533 residents, or any drug related criminal activity;
- 534 8. Offensive weapons or illegal drugs seized in a SNRHA unit by a law enforcement  
535 officer;
- 536 9. Any fire on SNRHA property caused by carelessness or unattended cooking.

537 (c) If the Tenant transfers to another SNRHA dwelling unit, this Lease shall terminate  
538 and a new Lease is to be executed by Tenant for the dwelling unit into which the family is  
539 to move.

540 (d) Except as provided in Subsection (b) and (c) immediately above, SNRHA shall not  
541 terminate or refuse to renew the Lease other than for serious or repeated violations of  
542 material terms of the Lease such as failure to make payment due under the Lease or to

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543 fulfill Tenant's obligations set forth in the Lease, Lease Amendments or other good cause.

544 (e) Tenant's occupancy and use of the leased premises may be terminated by SNRHA by  
545 giving written notice of:

546 (i) Thirty (30) days for failure to pay rent.

547 (ii) Three (3) or Five (5) day notice in the case of the tenant, household members  
548 and/or guests (including any individuals on the premises due to the tenant's residency)

549 a. Has created or maintained a threat to the health or safety of other tenants, SNRHA  
550 employees, or any other people on or about the premises;

551 b. Has engaged in any drug related criminal activity or violent criminal activity on  
552 or off the premises, or

553 c. Has been convicted of a felony on or off the premises.

554 (iii) Thirty (30) days in all other cases.

555 (f) The Notice of Termination for cause shall state the reason for the action taken by  
556 SNRHA and shall inform the Tenant of Tenant's right to request a hearing, or denial for a  
557 hearing in accordance with SNRHA's Grievance Procedure. If the Tenant desires or  
558 intends to request a hearing in accordance with SNRHA's Grievance Procedure, the  
559 Tenant must make such a request in writing within ten (10) calendar days of the date the  
560 Notice of Termination was served.

561 (g) Any notice of termination will advise Tenant of right to request a grievance hearing  
562 and to examine all documents in SNRHA's possession, which are directly related to the  
563 termination action. Tenant may request a copy of any such documents at tenant's expense.  
564 All such copies must be made in SNRHA's office and at cost specified in SNRHA policy.  
565 Any notice of termination of the lease shall include documentation advising the tenant of  
566 their to request a reasonable accommodation which may cure the notice of termination.

**567 21. ABANDONMENT OF PROPERTY:**

568 If the dwelling unit is deemed abandoned by the tenant SNRHA shall take possession of  
569 the unit and any of the tenant's possessions remaining in the unit after the 10-day  
570 abandonment notice has expired and the tenant has failed to contact the appropriate  
571 Management Office. Property abandoned by the Tenant may be disposed of by SNRHA  
572 in accordance with Nevada State Law, NRS 118A.460 and SNRHA procedures.

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**575 22. LAWSUITS:**

576 In the event that this lease and/or the Landlord/Tenant relationship referenced herein shall  
577 become the subject of any legal action, SNRHA will charge reasonable legal fees in the  
578 event that SNRHA must enforce the terms of the lease against the Tenant. Tenant's  
579 obligation for payment of Landlord's legal fees and cost herein, shall be invoiced and paid  
580 by Tenant within (30) days, after which time, such amount if not paid shall be deemed  
581 "other payments due" and a continuing obligation of the Tenant. These charges will be  
582 collected pursuant to Section 20 of the Lease Agreement.

**583 Validity of Lease**

584 If a clause or provision of this Lease is legally invalid, the rest of this lease remains in  
585 effect.

**586 23. WAIVER OF LEASE PROVISIONS:**

587 Failure of SNRHA to insist upon the strict performance by the Tenant of the terms,  
588 covenants, obligations, agreements, and conditions contained in this Lease, or any of  
589 them, shall not constitute or be construed as a waiver or relinquishment of SNRHA's right  
590 thereafter, at any time or in any manner, to enforce any such terms, covenants, obligations,  
591 agreements, or conditions, but the same shall continue in full force and effect. The receipt  
592 by SNRHA of rent with the knowledge of the breach of any covenant, obligation, or  
593 condition of this Lease, or after the serving of any notice of eviction, or the  
594 commencement of any eviction action, shall not be deemed a waiver of such breach, other  
595 than the failure of Tenant to pay the particular rental so accepted. It is specifically  
596 understood and agreed that no waiver by SNRHA of any of said terms, covenants,  
597 obligations, agreements, and conditions contained in the Lease shall be deemed to have  
598 been made unless such waiver is expressed in writing and signed by SNRHA, its  
599 representative or agent. It is further specifically understood and agreed that in the event  
600 the Tenant has breached Tenant's obligation and agreement to pay rent as provided in this  
601 Lease, and SNRHA has given notice of said breach and commenced an eviction therefore,  
602 the said breach can only be cured by payment in full of the delinquent rent and eviction  
603 costs, unless other arrangements are made in writing with SNRHA. The rights and  
604 remedies given to SNRHA under the terms of this Lease Agreement are distinct, separate  
605 and cumulative remedies, and not one of them whether exercised or not, shall be deemed  
606 to be in exclusion of any of the others or to limit any other rights and remedies provided

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607 by law.

608 **24. GRIEVANCE PROCEDURE:**

609 All disputes arising under this Lease concerning the obligations of Tenant or SNRHA  
610 shall be resolved in accordance with the Grievance Procedure of SNRHA which is in  
611 effect at the time such grievance or appeal arises, which procedure is posted in SNRHA's  
612 Central Office, and is incorporated by reference. Tenant's signature on the Lease  
613 acknowledges receipt of SNRHA's Grievance Procedure.

614 **25. PROVISIONS FOR MODIFICATION:**

615 This Lease, together with any future written adjustment of rent or dwelling unit in  
616 accordance with Section 10, contains all of the terms and conditions of the Lease between  
617 the Tenant and SNRHA and no oral representations or promises with respect to the  
618 agreement between the parties or the leased premises have been made. Any other changes  
619 to this Lease shall be accomplished by an amendment to the Lease executed by both  
620 parties, except that the Schedule of Charges for Services and Repairs, Grievance  
621 Procedure and House Rules, all incorporated herein by reference, may be modified from  
622 time to time by SNRHA. SNRHA will give thirty (30) days written notice to each affected  
623 Tenant setting forth the proposed modifications, the reasons therefore, and providing  
624 Tenant an opportunity to present written comments; which shall be taken into  
625 consideration by SNRHA prior to the proposed modifications becoming effective. A copy  
626 of such notice shall be:

627 (a) Delivered directly or mailed to Tenant, or (b) Posted in at least three (3) conspicuous  
628 places within each structure or building in which the affected dwelling units are located, as  
629 well as in a conspicuous place at the Property Management Office, if any, or if none, at  
630 SNRHA's Central Office.

631  
632 **26. INDEMNITY:**

633 Tenant agrees to hold SNRHA harmless, and to indemnify SNRHA against the claim of  
634 any person(s) for injury or damage resulting from circumstances beyond the control of  
635 SNRHA.

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639 **27. TENANT BELONGINGS:**

640 SNRHA is not responsible for damage to Tenant’s personal belongings due to fire, theft,  
641 water damage, sewer clogging or backup, rain, etc. The Tenant must provide such  
642 insurance as desired on personal property owned by Tenant.

643 **28. HEAD OF HOUSEHOLD AND HOUSEHOLD MEMBERS**

644 **ACKNOWLEDGEMENT:**

645 The Head of Household and his/her adult household members, whose signature appears  
646 below, do hereby acknowledge that they each have read the provisions of this lease  
647 agreement or that the provision of this lease agreement has been read to them and they  
648 each understand and agree to each provision. The Head of Household and his/her adult  
649 household members further acknowledge by signature below, that they have received a  
650 copy of the following documents:

- 651 • The SNRHA Grievance Procedure
- 652 • The SNRHA House Rules
- 653 • The SNRHA List of Maintenance Charges
- 654 • The SNRHA Pet Ownership Policy
- 655 • The SNRHA Community Service Policy
- 656 • The SNRHA Trespassing Policy
- 657 • The SNRHA Eviction Policy
- 658 • The SNRHA Reasonable Accommodation Policy
- 659 • Instructions to Vacate
- 660 • Notice of Occupancy Rights (VAWA)

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672 IN WITNESS HEREOF, the parties listed herein have executed this lease agreement on this  
673 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

674  
675 \_\_\_\_\_  
676 Head of Household Signature                      Date

677  
678 \_\_\_\_\_  
679 Adult Household Member Signature                      Date

680  
681 \_\_\_\_\_  
682 Adult Household Member Signature                      Date

683  
684 \_\_\_\_\_  
685 Adult Household Member Signature                      Date

686  
687 \_\_\_\_\_  
688 Adult Household Member Signature                      Date

689  
690 SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

691  
692 BY \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

693 Note: IN APPLYING FOR AND OBTAINING THIS LEASE, THE FOLLOWING FEDERAL LAW MAKES A  
694 CRIME TO CONCEAL FACTS OR TO MAKE STATEMENTS, WHICH ARE KNOWN TO  
695 BE FALSE:

696 Whoever, in any matter within the jurisdiction of any department or agency of the United States  
697 knowingly and willfully falsifies, conceals or covers up by any trick, scheme, or device a  
698 material fact, or makes any false, fictitious or fraudulent statements or representatives, or makes  
699 or uses any false writing or document knowing the same to contain any false, fictitious or  
700 fraudulent statement or entry, shall be fined not more than \$10,000 or imprisoned not more than  
701 five years or both. 18 U.S.C. Section 1001.

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**Security Deposit Installment Agreement**

704  
705 This Agreement is entered into between SNRHA and \_\_\_\_\_  
706 Tenant as an addendum to the lease agreement executed on \_\_\_\_\_.

707  
708 The full amount of the security deposit for the dwelling unit located at:  
709 \_\_\_\_\_ is \$ \_\_\_\_\_.  
710 Tenant initially deposits with SNRHA \$ \_\_\_\_\_ on \_\_\_\_\_ and  
711 agrees to pay a second installment of \$ \_\_\_\_\_ on \_\_\_\_\_  
712 and a third and final installment of \$ \_\_\_\_\_ on \_\_\_\_\_.

713  
714 It is agreed that failure to make full and timely payment of the amounts stated below constitute a  
715 material breach of the lease agreement and will result in termination of tenancy.

|   |  |
|---|--|
| 716<br>717 SNRHA:<br>718 _____<br>719 _____<br>720 (Printed or Typed Name)<br>721 _____<br>722 _____<br>723 (Signature)<br>724 _____<br>725 _____<br>726 (Date) | 716<br>717 Tenant:<br>718 _____<br>719 _____<br>720 (Printed or Typed Name)<br>721 _____<br>722 _____<br>723 (Signature)<br>724 _____<br>725 _____<br>726 (Date) |
|---|--|



Statement of how SNRHA will comply with all requirements of VAWA and its amendments.

Listing partnerships and how VAWA information is disseminated.

The Violence Against Women Act (VAWA) is a federal law that, in part provides housing protections for people applying for or living in units subsidized by the federal government and who have experienced domestic violence, dating violence, sexual assault, or stalking to help keep them safe and reduce their likelihood of experiencing homelessness.

SNRHA shall comply with all requirements of HUD's VAWA and its amendments. SNRHA has increased services through adding additional community partnerships to provide services to families (adults and children) impacted by VAWA. SNRHA has formed partnerships with Safe Nest, S.A.F.E House Domestic Violence, Rape Crisis Hot Line, Clark County Child Abuse/Neglect Hotline, Shade Tree, Rescue Mission and Catholic Charities.

In addition, VAWA information and forms can be found on the SNRHA website.

The VAWA Notice of Occupancy Rights must be provided to adult applicants of public housing and each adult tenant of public housing no later than each of the following times:

For applicants: At the time the individual is provided admission and at the time that applicant is denied assistance or admission.

For residents of public housing: With any public housing notification of eviction and either during annual recertification or lease renewal during the first year.

~~SNRHA provides VAWA information to all Housing Choice Voucher ("HCV") participants at incoming portability briefings, annual recertifications, HCV does include information about VAWA in all of their move (lease up) briefings.~~

~~In addition, VAWA information is listed on HCV brochures, correspondences to participants and owners. (I'm not aware that HCV publishes information on correspondences to participants and owners regarding VAWA.~~



## GLOSSARY

### I. ACRONYMS USED IN PUBLIC HOUSING

|             |   |
|-------------|---|
| <b>ACC</b>  | Annual contributions contract   |
| <b>ACOP</b> | Admissions and continued occupancy policy   |
| <b>ADA</b>  | Americans with Disabilities Act of 1990   |
| <b>AIDS</b> | Acquired immune deficiency syndrome   |
| <b>AMI</b>  | Area median income  |
| <b>AMP</b>  | Asset management project  |
| <b>BR</b>   | Bedroom   |
| <b>CDBG</b> | Community Development Block Grant (Program)   |
| <b>CFP</b>  | Capital fund program  |
| <b>CFR</b>  | Code of Federal Regulations (published federal rules that define and implement laws; commonly referred to as “the regulations”) |
| <b>COCC</b> | Central office cost center  |
| <b>CPI</b>  | Consumer price index (published monthly by the Department of Labor as an inflation indicator)                                   |
| <b>EIV</b>  | Enterprise Income Verification  |
| <b>FDIC</b> | Federal Deposit Insurance Corporation   |
| <b>FHA</b>  | Federal Housing Administration (HUD Office of Housing)  |
| <b>FHEO</b> | Fair Housing and Equal Opportunity (HUD Office of)  |
| <b>FICA</b> | Federal Insurance Contributions Act (established Social Security taxes)   |
| <b>FMR</b>  | Fair market rent  |
| <b>FR</b>   | Federal Register  |
| <b>FSS</b>  | Family Self-Sufficiency (Program)   |



|                 |   |
|-----------------|---|
| <b>FY</b>       | Fiscal year   |
| <b>FYE</b>      | Fiscal year end   |
| <b>GAO</b>      | Government Accountability Office                              |
| <b>HA</b>       | Housing authority or housing agency                           |
| <b>HCV</b>      | Housing choice voucher  |
| <b>HIP</b>      | Housing Information Portal                                    |
| <b>HOPE VI</b>  | Revitalization of Severely Distressed Public Housing Program  |
| <b>HOTMA</b>    | Housing Opportunity through Modernization Act of 2016         |
| <b>HUD</b>      | Department of Housing and Urban Development                   |
| <b>HUDCLIPS</b> | HUD Client Information and Policy System                      |
| <b>IPA</b>      | Independent public accountant                                 |
| <b>IRA</b>      | Individual retirement account                                 |
| <b>IRS</b>      | Internal Revenue Service                                      |
| <b>IVT</b>      | Income Validation Tool  |
| <b>JTPA</b>     | Job Training Partnership Act                                  |
| <b>LBP</b>      | Lead-based paint  |
| <b>LEP</b>      | Limited English proficiency                                   |
| <b>LIHTC</b>    | Low-income housing tax credit                                 |
| <b>MTW</b>      | Moving to Work  |
| <b>NOFA</b>     | Notice of funding availability                                |
| <b>NSPIRE</b>   | National Standards for the Physical Inspection of Real Estate |
| <b>OGC</b>      | HUD's Office of General Counsel                               |
| <b>OIG</b>      | HUD's Office of Inspector General                             |
| <b>OMB</b>      | Office of Management and Budget                               |



|              |   |
|--------------|---|
| <b>PASS</b>  | Plan to Achieve Self-Support  |
| <b>PHA</b>   | Public housing agency   |
| <b>PHAS</b>  | Public Housing Assessment System  |
| <b>PIH</b>   | (HUD Office of) Public and Indian Housing   |
| <b>QC</b>    | Quality control   |
| <b>QHWRA</b> | Quality Housing and Work Responsibility Act of 1998 (also known as the Public Housing Reform Act)                           |
| <b>RAD</b>   | Rental Assistance Demonstration Program   |
| <b>REAC</b>  | (HUD) Real Estate Assessment Center   |
| <b>RFP</b>   | Request for proposals   |
| <b>RIGI</b>  | Regional inspector general for investigation (handles fraud and program abuse matters for HUD at the regional office level) |
| <b>ROSS</b>  | Resident Opportunity and Supportive Services  |
| <b>SSA</b>   | Social Security Administration  |
| <b>SSI</b>   | Supplemental security income  |
| <b>SWICA</b> | State wage information collection agency  |
| <b>TANF</b>  | Temporary assistance for needy families   |
| <b>TR</b>    | Tenant rent   |
| <b>TTP</b>   | Total tenant payment  |
| <b>UA</b>    | Utility allowance   |
| <b>UFAS</b>  | Uniform Federal Accessibility Standards   |
| <b>UIV</b>   | Upfront income verification   |
| <b>URP</b>   | Utility reimbursement payment   |
| <b>VAWA</b>  | Violence Against Women Act  |
| <b>VCA</b>   | Voluntary Compliance Agreement  |



## TERMS USED IN DETERMINING RENT ANNUAL INCOME (24 CFR 5.609)

Annual income is the anticipated total income from all sources. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12-month period following the effective date of initial determination or reexamination of income. It does not include income that is temporary, non-recurring, or sporadic as defined in this section, or income that is specifically excluded by other federal statute.

Annual income includes:

- The full amount before any payroll deductions, of wages and salaries, overtime pay, commissions fees, tips and bonuses, and other compensation for personal services.
- The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight-line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.
- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight-line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property.
- When the family has net family assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.
- The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
- **NOTE:** *Treatment of lump sum payments for delayed or deferred periodic payment of social security or SSI benefits is dealt with later in this section.*
- Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation, and severance pay.
- All welfare assistance payments received by or on behalf of any family member. (24 CFR 913.106(b) (6) contains rules applicable to "as-paid" States).
- Periodic and determinable allowances, such as alimony and child care support payments, and regular cash contributions or gifts received from persons not residing in the dwelling.
- All regular pay, special pay and allowances of a member of the Armed Forces (except special pay to a family member serving the Armed Forces who is exposed to hostile fire).



## **EXCLUSIONS FROM ANNUAL INCOME (24 CFR 5.609)**

Annual income does not include the following:

- Income from the employment of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
- Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health, and accident insurance and workers' compensation) capital gains, and settlement for personal property losses;
- Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.
- Income of a live-in aide, provided the person meets the definition of a live-in aide.
- The full amount of student financial assistance paid directly to the student or the educational institution.
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- Amounts received under HUD-funded training programs (e.g. Step-up program); excludes stipends, wages, transportation payments and child care vouchers for the duration of the training.
- Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self Sufficiency (PASS).
- Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out of pocket expenses incurred for items such as special equipment, clothing, transportation and childcare, to allow participation in a specific program.
- Amount received as a Resident services stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis that enhances the quality of life in public housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.
- Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- Temporary, non-recurring, or sporadic income (including gifts).
- Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era. (For all initial determinations and reexaminations of income on or after April 23, 1993.)



- Earnings in excess of \$480 for each full-time student 18 years old or older, (excluding the head of household and spouse).
- Adoption assistance payments in excess of \$480 per adopted child.
- The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period. For purposes of this paragraph the following definitions apply:
  - Comparable Federal, State or local law means a program providing employment training and supportive services that: (1) is authorized by a Federal, State or local law; (2) is funded by the Federal, State or local government; (3) is operated or administered by a public agency; and (4) has as its objective to assist participants in acquiring job skills.
  - Exclusion period means the period during which the resident participates in a program as described in this section plus 18 months from the date the resident begins the first job acquired by the resident after completion of such program that is not funded by public housing assistance under the U.S. Housing Act of 1937. If the resident is terminated from employment without good cause, the exclusion period shall end.
  - Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
- Deferred periodic payments from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
- Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937.(A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion.
- The following benefits are excluded by other Federal Statute as of August 3, 1933:
  - The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
  - Payments to volunteers under the
    - Domestic Volunteer Service Act of 1973;
      - examples of programs under this Act include but are not limited to:
        - The Retired Senior Volunteer Program (RSVP)
        - Foster Grandparent Program (FGP)
        - Senior Companion Program (SCP)
        - Older American Committee Service Program



- National Volunteer Antipoverty Programs such as:
  - VISTA
  - Peace Corps
  - Service Learning Program
  - Special Volunteer Programs
- Small Business Administration Programs such as:
  - National Volunteer Program to Assist Small Businesses
  - Service Corps of Retired Executives
- Payments received under the Alaska Native Claims Settlement Act. [43 USC 1626 (a)]
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes. [25 USC 459e]
- Payments or allowances made under the Department of HHS' Low Income Home Energy Assistance Program. [42 USC 8624 (f)]
- Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 USC 1552 (b))
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540).
  - The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC. 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior.
  - Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs. [20 USC 1087 uu] Examples: Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study, and Byrd Scholarships.
- Payments received under programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)] Examples include Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League; Association National Pro Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the In-Re Orange Product Liability litigation.
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs of incurred in such care) under the Child Care and Development Block Grant Act of 1990. (42 USC 9858q)
- Earned income tax credit refund payments received on or after January 1, 1991. (26 USC 32)(j).
- Living allowances under AmeriCorps Program (Nelson Diaz Memo to George Latimer





11/15/94)

## **ADJUSTED INCOME**

Annual income, less allowable HUD deductions.

*Note: PHAs are permitted to adopt other adjustments to earned income for residents of Public Housing, but must absorb any resulting loss in rental income.*

All Families are eligible for the following:

- **Child Care Expenses**: A deduction of amounts anticipated to be paid by the family for the care of children less than 13 years of age for the period for which the Annual Income is computed. Child care expenses are only allowable when such care is necessary to enable a family member to be gainfully employed or to further his/her education. Amounts deducted must be unreimbursed expenses and shall not exceed: (1) The amount of income earned by the family member released to work, or (2) an amount determined to be reasonable by the PHA when the expense is incurred to permit education.
- **Dependent Deduction**. An exemption of \$480 for each member of the family residing in the household (other than the head or spouse, live-in aide, foster child) who is under eighteen years of age or who is eighteen years of age or older and disabled, handicapped, or a full- time student.
- **Disability Expenses**. A deduction of unreimbursed amounts paid for attendant care or auxiliary apparatus expenses for handicapped family members where such expenses are necessary to permit a family member(s), including the handicapped/disabled member to be employed. In no event may the amount of the deduction exceed the employment income earned by the family member(s) freed to work.
- **Equipment and auxiliary apparatus may include but are not limited to**: wheelchairs, lifts, reading devices for visually handicapped, and equipment added to cars and vans to permit use by the handicapped or disabled family member.
- **For non-elderly families and elderly families without medical expense**: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, provided the amount so calculated does not exceed the employment income earned.
- **For elderly families with medical expenses**: The amount of the deduction equals the cost of all unreimbursed expenses for handicapped care and equipment less three percent of Annual Income, (provided the amount does not exceed earnings) plus medical expenses as defined below.
- **For Elderly and Disabled Families Only**:
  - **Medical Expenses**: A deduction of unreimbursed medical expenses, including insurance premiums anticipated for the period for which Annual Income is computed. Medical expenses include, but are not limited to: services of physicians and other health care



professionals, services of health care facilities; insurance premiums, including the cost of Medicare), prescription and non-prescription medicines, transportation to and from treatment, dental expenses, eyeglasses, hearing aids and batteries, attendant care (unrelated to employment of family members), and payments on accumulated medical bills. To be considered by the PHA for the purpose of determining a deduction from the income, the expenses claimed must be verifiable.

- For elderly families without handicapped expenses: The amount of the deduction shall equal total medical expenses less 3% of annual income.
- For elderly families with both handicapped and medical expenses: The amount of handicapped assistance is calculated first, then medical expenses are added.
- Elderly/Disabled Household Exemption: An exemption of \$400 per household.

## II. GLOSSARY OF HOUSING TERMS

**ACCESSIBLE DWELLING UNITS.** When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph.

**ACCESSIBLE FACILITY.** All or any portion of a facility other than an individual dwelling unit used by individuals with physical handicaps.

**ACCESSIBLE ROUTE.** For persons with a mobility impairment, a continuous, unobstructed path that complies with space and reach requirements of the Uniform Federal Accessibility Standards (UFAC). For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility.

**ADAPTABILITY.** Ability to change certain elements in a dwelling unit to accommodate the needs of handicapped and non-handicapped persons; or ability to meet the needs of persons with different types and degrees of disability.

**ADJUSTED INCOME.** Annual income (as determined under 24 CFR 5.609), of the members of the family residing or intending to reside in the dwelling unit less allowable HUD deductions and allowances.

**ADMISSION.** Admission to the program is the effective date of the lease. The point at which a family becomes a resident.

**ALLOCATION PLAN.** The plan submitted by the PHA and approved by HUD under which the PHA is permitted to designate a building, or portion of a building, for occupancy by Elderly Families or Disabled Families.



**ALTERNATIVE NON-PUBLIC HOUSING RENT.** A monthly rent equal to the greater of (i) the applicable fair market rent, as defined in 24CFR part 888, subpart A, for the unit; or (ii) the amount of the monthly subsidy provided for the unit, which will be determined by adding the per unit assistance provided to a public housing property. As calculated through the applicable formulas for the Public Housing Capital Fund and Public Housing Operating Fund.

- A. For the Public Housing Capital Fund, the amount of capital funds provided to the unit will be calculated as the per unit Capital Fund assistance provided to SNRHA for the development in which the family resides for the most recent funding year for which Capital Funds have been allocated.
- B. For the Public Housing Operating Funds provided to the unit will be calculated as the per unit amount provided to the Public Housing project, where the unit is located for the most recent funding year for which a final funding obligation determination has been made.
- C. HUD will publish such funding amounts no later than December 31 each year.

**ANNUAL INCOME AFTER ALLOWANCES.** The Annual Income (described above) less the HUD-approved allowances.

**APPLICANT** (or applicant family). A family that has applied for admission to a program, but is not yet a participant in the program.

**"AS-PAID" STATES.** States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs.

**ASSETS.** (See Net Family Assets.)

**AUXILIARY AIDS.** Services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs and activities.

**BIFURCATE.** With respect to a public housing or Section 8 lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

**CEILING RENT.** An amount that reflects the reasonable market value of the housing unit, but not less than the sum of the monthly per-unit operating costs and a deposit to a replacement reserve. The family pays the lower of the ceiling rent or the formula tenant rent.

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

**COVERED PERSON.** A covered person means a tenant, any member of the tenant's household, a guest or another person under the tenant's control.



**DATING VIOLENCE.** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
- The type of relationship
- The frequency of interaction between the persons involved in the relationship

**DEPENDENT.** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a full-time student 18 years of age or older.

**DESIGNATED FAMILY.** The category of family for whom the PHA elects to designate a community (e.g. elderly family in a community designated for elderly families) in accordance with the 1992 housing Act. (24 CFR 945.105)

**DISABILITY ASSISTANCE EXPENSE.** Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and or auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**DISABLED FAMILY.** A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

**DISABLED PERSON.** A person who is any of the following:

- A person who has a disability as defined in section 223 of the Social Security Act. (42 USC 423).
- A person who has a physical, mental, or emotional impairment that:
  - Is Expected to be of long-continued and indefinite duration; Substantially impedes his or her ability to live independently; and
  - Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
- A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

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

**DOMESTIC VIOLENCE.** Felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant



funding, and in the case of victim services, includes the user or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is:

- The current or former spouse or intimate partner of the victim, or person similarly situated to a spouse or intimate partner of the victim
- A person who is cohabitating or has cohabitated with the victim as a spouse or intimate partner
- A person with whom the victim shares a child in common
- A person who commits acts against a youth or adult victim who is protected from those acts under the domestic or family violence laws of the jurisdiction

**DOMICILE.** The legal residence of the household head or spouse as determined in accordance with State and local law.

**DRUG-RELATED CRIMINAL ACTIVITY.** Term means: Drug-trafficking; or Illegal use, or possession for personal use of a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**DRUG TRAFFICKING.** The illegal manufacture, sale, distribution or the possession with intent to manufacture, sell, or distribute a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).

**EARNED INCOME.** Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, Social Security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

**ECONOMIC ABUSE.** Behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitle, including using coercion, fraud, and manipulation to:

- Restrict a person's access to money, assets, credit, or financial information
- Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage
- Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or to whom one has a fiduciary duty

**ELDERLY FAMILY.** A family whose head or spouse or whose sole member is at least 62 years, or two or more persons who are at least 62 years of age or a disabled person. It may include two or more elderly,



disabled persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well-being.

**ELDERLY PERSON.** A person who is at least 62 years old.

**ELIGIBLE FAMILY (Family).** A family is defined by the PHA in the Admission and Continued Occupancy Plan.

**EXCEPTIONAL MEDICAL OR OTHER EXPENSES.** Prior to the regulation change in 1982, this meant medical and/or unusual expenses as defined in Part 889 which exceeded 25% of the Annual Income. It is no longer used.

**EXCESS MEDICAL EXPENSES.** Any medical expenses incurred by elderly families only in excess of 3% of Annual Income which are not reimbursable from any other source.

**EXTREMELY LOW-INCOME FAMILY.** A family whose income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**FAIR HOUSING ACT.** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988.

**FAIR MARKET RENT (FMR).** The rent, including the cost of utilities (except telephone), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. See periodic publications in the Federal Register in accordance with 24 CFR Part 888.

~~**FAMILY.** The applicant must qualify as a family as defined by the PHA.~~

~~**FAMILY.** Includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, and can be further defined in PHA policy.~~

- A single person, who may be:
  - An elderly person, displaced person, disabled person, near-elderly person, or any other single person;
  - An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or
- A group of persons residing together, and such group includes, but is not limited to:
  - A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);



- An elderly family;
- A near-elderly family;
- A disabled family;
- A displaced family; and
- The remaining member of a tenant family.

**FAMILY OF VETERAN OR SERVICEPERSON.** A family is a "family of veteran or service person" when:

- The veteran or serviceperson (a) is either the head of household or is related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
- The veteran or serviceperson, unless deceased, is living with the family or is only temporarily absent unless s/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support s/he is legally responsible and the spouse has not remarried; or (b) not the head of the household but is permanently hospitalized; provided, that s/he was a family member at the time of hospitalization and there remain in the family at least two related persons.

**FAMILY SELF-SUFFICIENCY PROGRAM (FSS PROGRAM).** The program established by a PHA to promote self-sufficiency of assisted families, including the provision of supportive services.

**FLAT RENT.** Rent that is based on the market rent charged for comparable units in the private unassisted rental market, set at no less than 80 percent of the current fair market rent (FMR), 80 percent of the small area fair market rent (SAFMR), or 80 percent of the unadjusted rent, with utility allowances applied as necessary. The unadjusted rent is the FMR estimated directly from source data that HUD uses to calculate FMRs in nonmetropolitan areas.

**FOSTER ADULT.** A member of the household who is 18 years of age or older and meets the definition of a foster adult under State law. In general, a foster adult is a person who is 18 years of age or older, is unable to live independently due to a debilitating physical or mental condition and is placed with the family by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction.

**FOSTER CHILD.** A member of the household who meets the definition of a foster child under State law. In general, a foster child is placed with the family by an authorized placement agency (e.g., public child welfare agency) or by judgment, decree, or other order of any court of competent jurisdiction.

**FOSTER CHILD CARE PAYMENT.** Payment to eligible households by state, local, or private agencies appointed by the State, to administer payments for the care of foster children.



**FULL-TIME STUDENT.** A person who is attending school or vocational training on a full-time basis.

**GENDER IDENTITY.** Actual or perceived gender-related characteristics.

**HANDICAPPED ASSISTANCE EXPENSES.** See Disability assistance expense.

**HANDICAPPED PERSON.** See Disabled person

**HEAD OF HOUSEHOLD.** The person who assumes legal and financial responsibility for the household and is listed on the application as head.

**HEALTH AND MEDICAL CARE EXPENSES.** Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

**HOUSING AGENCY.** A state, country, municipality or other governmental entity or public body authorized to administer the program. The term "HA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

**HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Act in which the U.S. Housing Act of 1937 was recodified, and which added the Section 8 Programs.

**HOUSING ASSISTANCE PLAN.** A Housing Assistance Plan submitted by a local government participating in the Community Development Block Program as part of the block grant application, in accordance with the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

A Housing Assistance Plan meeting the requirements of 570.303(c) submitted by a local government not participating in the Community Development Block Grant Program and approved by HUD.

**HOUSING QUALITY STANDARDS (HQS).** The HUD minimum quality standards for housing assisted under the Section 8 programs.

**HUD.** The Department of Housing and Urban Development or its designee.

**HUD REQUIREMENTS.** HUD requirements for the Section 8 programs. HUD requirements are issued by HUD headquarters as regulations. Federal Register notices or other binding program directives.

**HURRA.** The Housing and Urban/Rural Recovery Act of 1983 legislation that resulted in most of the 1984 HUD Regulation changes to the definition of income, allowances, and rent calculations.

**IMPUTED ASSET.** Asset disposed of for less than Fair Market Value during two years preceding





examination or reexamination.

**IMPUTED ASSET INCOME.** HUD passbook rate times the total cash value of assets, when assets exceed ~~\$5,000~~ \$50,000.

**IMPUTED WELFARE INCOME.** An amount of annual income that is not actually received by a family as a result of a specified welfare benefit reduction but is included in the family's annual income and therefore reflected in the family's rental contribution.

**INCOME.** Income from all sources of each member of the household as determined in accordance with criteria established by HUD.

**INCOME FOR ELIGIBILITY.** Annual Income.

**INCOME-BASED RENT.** A tenant rent that is based on the family's income and the PHA's rent policies for determination of such rents.

**INCOME INFORMATION.** Means information relating to an individual's income, including:

- All employment income information known to current or previous employers or other income sources
- All information about wages, as defined in the state's unemployment compensation law, including any social security number; name of the employee; quarterly wages of the employee; and the name, full address, telephone number, and, when known, employer identification number of an employer reporting wages under a state unemployment compensation law
- Whether an individual is receiving, has received, or has applied for unemployment compensation, and the amount and the period received
- Unearned IRS income and self-employment wages and retirement income
- Wage, social security, and supplemental security income data obtained from the Social Security Administration.

**INCOME TARGETING.** The HUD admissions requirement that HAs not admit less than the number required by law of families whose income does not exceed 30% of the area median income in a fiscal year.

**INCOME VALIDATION TOOL (IVT)** Accessible through HUD's EIV system, provides validation of tenant reported wages, unemployment compensation, and Social Security benefits by comparing the income reported in IMS-PIC via form HUD-50058 to information received from the Department of Health and Human Services' (HHS) National Directory of New Hires (NDNH), and the Social Security Administration (SSA) data sharing agreements.

**INDIAN.** Any person recognized as an Indian or Alaska Native by an Indian Tribe, the federal government, or any State.



**INDIAN HOUSING AUTHORITY (IHA).** A housing agency established either:

- By exercise of the power of self-government of an Indian Tribe, independent of State law, or
- By operation of State law providing specifically for housing authorities for Indians.

**INTEREST REDUCTION SUBSIDIES.** The monthly payments or discounts made by HUD to reduce the debt service payments and, hence, rents required on Section 236 and 221 (d) (3) BMIR communities. Includes monthly interest reduction payments made to mortgagees of Section 236 communities and front-end loan discounts paid on BMIR communities.

**INVOLUNTARILY DISPLACED PERSON.** Former federal preference. Can be used as a local preference.

**LANDLORD.** Either the legal owner of the property, or the owner's representative or managing agent as designated by the owner.

**LEASE.** A written agreement between an owner and an eligible family for the leasing of a housing unit.

**LIVE-IN AIDE.** A person who resides with an elderly person or disabled person and who:

- Is determined to be essential to the care and well-being of the person.
- Is not obligated for the support of the person.
- Would not be living in the unit except to provide necessary supportive services.

**LOCAL PREFERENCE.** A preference used by the PHA to select among applicant families without regard to their date and time of application.

**LOW-INCOME FAMILY.** A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. For admission to the certificate program, HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

**MARKET RENT.** The rent HUD authorizes the owner of FHA insured/subsidized multi-family housing to collect from families ineligible for assistance. For unsubsidized units in an FHA-insured multi-family community in which a portion of the total units receive community-based rental assistance, under the Rental Supplement or Section 202/Section 8 Programs, the Market Rate Rent is that rent approved by HUD and is the Contract Rent for a Section 8 Certificate holder. For BMIR units, Market Rent varies by whether the community is a rental or cooperative.

**MEDICAL EXPENSES.** Those total medical expenses anticipated during the period for which Annual Income is computed, and which is not covered by insurance. (Only Elderly Families qualify) The allowances are applied when medical expenses exceed 3% of Annual Income.



**MINIMUM RENT.** An amount established by the PHA between zero and \$50.00.

**MINOR.** A member of the family household (excluding foster children) other than the family head or spouse who is under 18 years of age.

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

**MONTHLY ADJUSTED INCOME.** 1/12 of the Annual Income after Allowances.

**MONTHLY INCOME.** 1/12 of the Annual Income before allowances.

**NEAR-ELDERLY FAMILY.** A family whose head, spouse, or sole member is at least 50, but less than 62 years of age. The term includes two or more near-elderly persons living together and one or more such persons living with one or more live-in aides.

~~**NET FAMILY ASSETS.** The net cash value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles is excluded from the definition.~~

**NET FAMILY ASSETS.**

1. Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.
2. In determining net family assets, PHAs or owners, as applicable, must 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 therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.
3. Excluded from the calculation of net family assets are:
  - i. The value of necessary items of personal property;
  - ii. The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);
  - iii. The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;



- iv. The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;
  - v. Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;
  - vi. The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any “baby bond” account created, authorized, or funded by Federal, State, or local government.
  - vii. Interests in Indian trust land;
  - viii. Equity in a manufactured home where the family receives assistance under 24 CFR part 982;
  - ix. Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982;
  - x. Family Self-Sufficiency Accounts; and
  - xi. Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.
4. 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 trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

**NON-PUBLIC HOUSING OVER INCOME FAMILY.** A family whose income exceeds the over income limit for 24 consecutive months and is paying the alternative non-public housing rent.

**NPHOI** – Family that executes a new lease and the family becomes a non-public housing over income family. The family is not subject to CSSR, does not have rent prorated if they are a mixed family. Does not get a choice between income-based and flat rent. May not participate on the resident council or any programs that are only for public housing or low-income families; may not receive a utility allowance.

**OCCUPANCY STANDARDS.** [Now referred to as Subsidy Standards] Standards established by a PHA to determine the appropriate number of bedrooms for families of different sizes and compositions.

**OVER-INCOME FAMILY.** For 24 consecutive months, the family’s income exceeds the very low-income limit (adjusted for family size), multiplied by 2.4, equals 120 AMI in most areas. Includes families on FSS or receiving EID.

**OVER INCOME LIMIT.** The over income limit is determined by multiplying the applicable income limit for a very low family, as defined in 5.603(b) of this title by a factor of 2.4.



**PARTICIPANT.** A family that has been admitted to the PHA program, and is currently assisted in the program.

**PERSON WITH DISABILITIES.** For the purposes of program eligibility. A person who has a disability as defined under the Social Security Act or Developmental Disabilities Care Act, or a person who has a physical or mental impairment expected to be of long and indefinite duration and whose ability to live independently is substantially impeded by that impairment but could be improved by more suitable housing conditions. This includes persons with AIDS or conditions arising from AIDS but excludes persons whose disability is based solely on drug or alcohol dependence. For the purposes of reasonable accommodation. A person with a physical or mental impairment that substantially limits one or more major life activities, a person regarded as having such an impairment, or a person with a record of such an impairment.

**PREMISES.** The building or complex in which the dwelling unit is located including common areas and grounds.

**PUBLIC ASSISTANCE.** Welfare or other payments to families or individuals based on need, which are made under programs, funded, separately or jointly, by Federal, state, or local governments.

**PUBLIC HOUSING AGENCY (PHA).** A state, county, municipality, or other governmental entity or public body authorized to administer the programs. The term "PHA" includes an Indian housing authority (IHA). ("PHA" and "HA" mean the same thing.)

**QUALITY HOUSING AND WORK RESPONSIBILITY ACT OF 1998.** The Act which amended the U.S. Housing Act of 1937 and is known as the Public Housing Reform Bill. The Act is directed at revitalizing and improving HUD's Public Housing and Section 8 assistance programs.

**REAL PROPERTY.** Has the same meaning as that provided under the law of the State in which the property is located.

**REASONABLE ACCOMMODATION.** A change, exception, or adjustment to a rule, policy, practice, or service to allow a person with disabilities to fully access the PHA's programs or services.

**RECERTIFICATION.** Sometimes called reexamination. The process of securing documentation of total family income used to determine the rent the tenant will pay for the next 12 months if no interim changes are reported by the family.

**REMAINING MEMBER OF TENANT FAMILY.** Person left in assisted housing after other family members have left and become unassisted.

**RESPONSIBLE ENTITY.** For the public housing, Section 8 tenant-based assistance, community-based certificate assistance and moderate rehabilitation program, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible



entity means the Section 8 owner.

**SEASONAL WORKER.** An individual who is hired into a short-term position and the employment begins about the same time each year (such as summer or winter). Typically, the individual is hired to address seasonal demands that arise for the particular employer or industry.

**SECRETARY.** The Secretary of Housing and Urban Development.

**SECURITY DEPOSIT.** A dollar amount which can be collected from the family by the owner upon termination of the lease and applied to unpaid rent, damages or other amounts owed to the owner under the lease according to State or local law.

**SERVICEPERSON.** A person in the active military or naval service (including the active reserve) of the United States.

**SEXUAL ASSAULT.** Any nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a))

**SEXUAL ORIENTATION.** Homosexuality, heterosexuality or bisexuality.

**SINGLE PERSON.** A person living alone or intending to live alone who is not disabled, elderly, or displaced or the remaining member of a tenant family.

**SPECIFIED WELFARE BENEFIT REDUCTION.** Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

**SPOUSE.** The marriage partner of the head of the household.

**STALKING.** To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

**SUBSIDIZED COMMUNITY.** A multi-family housing community (with the exception of a community owned by a cooperative housing mortgage corporation or association) which receives the benefit of subsidy in the form of:

- Below-market interest rates pursuant to Section 221(d)(3) and (5) or interest reduction payments pursuant to Section 236 of the National Housing Act; or



- Rent supplement payments under Section 101 of the Housing and Urban Development Act of 1965; or
- Direct loans pursuant to Section 202 of the Housing Act of 1959; or Payments under the Section 23 Housing Assistance Payments Program pursuant to Section 23 of the United States Housing Act of 1937 prior to amendment by the Housing and Community Development Act of 1974;
- Payments under the Section 8 Housing Assistance Payments Program pursuant to Section 8 of the United States Housing Act after amendment by the Housing and Community Development Act unless a Public Housing Agency owns the community;
- A Public Housing Community.

**SUBSIDY STANDARDS.** Standards established by a PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

**TECHNOLOGICAL ABUSE.** An act or pattern of behavior that occurs within domestic violence, dating violence, sexual assault, or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor another person, except as otherwise permitted by law, that occurs using any form of technology, including but not limited to:

- Internet enabled devices
- Online spaces and platforms
- Computers
- Mobile devices
- Cameras and imaging programs
- Apps
- Location tracking devices
- Communication technologies
- Any other emergency technologies

**TENANT.** (Synonymous with resident) The person or persons who execute the lease as lessee of the dwelling unit.

**TENANT RENT.** The amount payable monthly by the family as rent to the PHA.

**TOTAL TENANT PAYMENT (TTP).** The total amount the HUD rent formula requires the tenant to pay toward rent and utilities.

**UNEARNED INCOME.** Any annual income, as calculated under §5.609, that is not earned income.

**UNIT/HOUSING UNIT.** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero bedrooms to six



bedrooms.

**UTILITIES.** Utilities mean water, electricity, gas, other heating, and refrigeration, cooking fuels, trash collection and sewage services. Telephone service is not included as a utility.

**UTILITY ALLOWANCE.** The PHA's estimate of the average monthly utility bills for an energy-conscious household. If all utilities are included in the rent, there is no utility allowance. The utility allowance will vary by unit size and type of utilities.

**UTILITY REIMBURSEMENT PAYMENT.** The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

~~**VERY LARGE LOWER-INCOME FAMILY.** Prior to the change in the 1982 regulations this was described as a lower income family which included eight or more minors. This term is no longer used.~~

**VERY LOW INCOME FAMILY.** A Low-Income Family whose Annual Income does not exceed 50% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50% of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

**VETERAN.** A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable.

**Violence Against Women Act (VAWA).** Prohibits denying admission to, denying assistance under, or evicting from a public housing unit an otherwise qualified applicant or tenant on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault, stalking, or human trafficking.

**VIOLENT CRIMINAL ACTIVITY.** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

**WAITING LIST.** A list of families organized according to HUD regulations and PHA policy who are waiting for subsidy to become available.

**WELFARE ASSISTANCE.** Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state, or local governments.

### **III. GLOSSARY OF TERMS USED IN THE NONCITIZENS RULE**

**CHILD.** A member of the family other than the family head or spouse who is under 18 years of age.

**CITIZEN.** A citizen or national of the United States.





**EVIDENCE.** Evidence of citizenship or eligible immigration status means the documents which must be submitted to evidence citizenship or eligible immigration status.

**HA.** A housing authority- either a public housing agency or an Indian housing authority or both.

**HEAD OF HOUSEHOLD.** The adult member of the family who is the head of the household for purpose of determining income eligibility and rent.

**HUD.** Department of Housing and Urban Development.

**INS.** The U.S. Immigration and Naturalization Service.

**MIXED FAMILY.** A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**NATIONAL.** A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**NONCITIZEN.** A person who is neither a citizen nor nation of the United States.

**PHA.** A housing authority that operates Public Housing.

**RESPONSIBLE ENTITY.** The person or entity responsible for administering the restrictions on providing assistance to noncitizens with ineligible immigration status (the PHA).

**SECTION 214.** Section 214 restricts HUD from making financial assistance available for noncitizens unless they meet one of the categories of eligible immigration status specified in Section 214.

**SPOUSE.** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common-law marriage. It does not cover boyfriends, girlfriends, significant others, or "co-heads." "Co-head" is a term recognized by some HUD programs, but not by public and Indian housing programs.

TAB C



## **Resident Advisory Board**

|               |                  |                                       |                 |
|---------------|------------------|---------------------------------------|-----------------|
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**TAB D**

## Occupancy by Over Income Families in Public Housing

SNRHA will provide reasonable accommodations in the administration of the over income requirements.

Section 103 of **Housing Opportunities through Modernization Act (“HOTMA”)** covers public housing over income families.

**What is over income limit? Defined in 24 CFR 960.102. In the regulations, this amount is determined by multiplying the applicable income limit for a very low income (VLI) family, as defined in 24 CFR 5.603 (b), by a factor of 2.4 (i.e. 120 percent of the AMI)**

**What is an over income family? Defined in 24 CFR 960.102** The family income exceeds the very low-income limit, multiplied by 2.4. The income exceeds 120% of the AMI in most areas. This includes families on FSS and **EID**.

**What happens to an over income family? After 24 consecutive months, the agency will ~~must terminate tenancy within 6 months, or~~ charge the family an alternative non-public housing rent. The non-public housing rent will be the higher of the applicable fair market rent for the unit; or the amount of the monthly subsidy provided for the unit. HUD will publish funding amounts no later than December 31 each year.**

The over income process will include sending the resident a total of 3 notices. At the initial determination that they are over income at the annual or interim. This notice must provide written notice no later than 30 days after the **initial** determination. This notice must tell the family they have exceeded the over income limit. Continuing to do so for 24 consecutive months will result in the agency following its over income policy ~~(creating now with your input).~~ **SNRHA’s policy is to have the family pay the higher alternative rent as a non-public housing over-income (NPHOI) family.**

Please note, the family has the opportunity for a hearing.

Next step, if the family exceeds the over income limit again, **after the initial OI determination** they will receive another notification ~~(year one)~~. This notice indicates you have been over income for 12 months. Continuing to do so will result in the agency following its over income policy. This letter will include an estimated amount of the alternative non-public housing rent for the unit. This notice must provide written notice no later than 30 days after the **income examination that led to the 12 month over income determination**. Household has opportunity for a hearing.

~~If the family is still over income after the 24 months,~~ **If it is determined that the family has continued to exceed the over income limit for 24 consecutive months after the initial OI determination,** another notification is sent ~~(year two)~~. This notice must be sent no later than 30 days after the determination. It must state that the family has exceeded the over income

limit for 24 consecutive months. The agency will ~~either terminate the tenancy or~~ charge the alternative non-public housing rent (as applicable). The family has an opportunity for a hearing. If at any time during the 24-month period, the annual and/or interim reviews indicate that the household is no longer over income, the 24-month period stops. In other words, if the agency determines that the family's income is below the over income limit, the family is entitled to a new 24 consecutive month period and new notices.

The agency will charge the alternative rent, the notice must include a new lease. The new lease must be signed no later than 60 days from the date of the **final** notice or at the next lease renewal, whichever is sooner. For those that execute a new lease, the family becomes a non-public housing over income NPOI family. The agency has adopted a new preference for NPOI families paying the alternative rent who become income eligible for admission.

The NPOI families are not subject to community service requirement, no choice between income based rent and flat rent, unable to participate on the resident council or any programs that are only for PH or low-income families and they may not receive a utility allowance.

SNRHA must ensure that all notices and communications are provided in a manner that is effective for persons with hearing, visual, and other disabilities. For persons with vision impairments, upon request and free of charge, this may include brailled materials, large print, or materials on tape. For persons with hearing impairments, upon request and free of charge, this may include sign language or other types of interpretation, appropriate auxiliary aids and services, such as interpreters, transcription services, and accessible electronic communications, in accordance with Section 504 and ADA requirements (24 CFR 8.6 and 24 CFR 8.28; 28 CFR part 35, Subpart E).

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TAB E



**SOUTHERN NEVADA  
REGIONAL HOUSING AUTHORITY**

**MAINTENANCE  
PLAN**

~~Revised November 18, 2021~~

Revised March 2024

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# Southern Nevada Regional Housing Authority – Maintenance Plan

## **1.0 PLAN PURPOSE AND OVERVIEW**

The Southern Nevada Regional Housing Authority (SNRHA) is responsible for managing the maintenance function in the most cost-effective manner possible while maximizing the useful life of Authority properties and providing safe, sanitary, quality living, and the best customer service to Authority residents.

SNRHA's mission is to provide affordable housing and quality customer service to eligible people within the community while creating and promoting opportunities for independence, self-sufficiency, and an improved quality of life, as well as nurturing pride, accountability, and sense of ownership.

This plan is designed to establish the structure of an effective and efficient maintenance system needed to control the performance of its maintenance work and promptly respond to, and abate deficient conditions, and ensure the long-term economic and physical life of the property, and effect SNRHA's missions. To ensure we meet the regulatory obligations through measures that monitor performance and standards.

This plan will be reviewed regularly to ensure processes are consistent with its purposes and intent, and that the plan is current with, and effectively addresses the continually changing environment relative to our organizational mission.

### **1.1 PERFORMANCE GOALS**

The principle role of Maintenance is to effect prompt, courteous, comprehensive, and efficient maintenance, repair, and developmental services to SNRHA's residents, managers and the Authority as a whole. Maintenance Personnel shall take steps necessary to ensure that our individual goals are appropriately aligned with the organizational goals, and that attainment of these goals is paramount in both the employee's individual success and SNRHA's overall success.

Although the Maintenance Personnel's daily work priorities may be altered on occasion, the principle goals of abating emergency and routine conditions, particularly relative to resident and structural concerns, in a timely and efficient manner, turning vacancies quickly, keeping our properties neat and well maintained, and effecting the best, safe, and most efficient use of resources to accomplish these goals shall remain fixed.

Expanding employment services for residents, encouraging employees to treat properties as if they were their own investment, creating challenging & developmental work assignments and team based environment, developing individual/personal goals of employees which complement and support group, department and organizational goals, mission and vision, promoting positive stewardship of funds, equipment, and property (assets), minimizing non-productive costs and overhead, and maximizing preventive maintenance and capital improvement

## Southern Nevada Regional Housing Authority – Maintenance Plan

investments will also be significant factors in the property’s achievement of its overall objectives.

### **1.2 PERFORMANCE MEASURES**

Organizational success is generally measured in terms of cost efficiency and customer satisfaction.

With respect to cost efficiency, the Maintenance Personnel will perform its work within defined operational, capital, and project budgets, and will strive to identify or develop and apply improved methodology in its routine job functions and activities, and maximize staff productivity.

With respect to Customer satisfaction, the Maintenance Personnel will treat its customers (i.e. Residents, Managers, etc.), with respect, consideration, and each employee shall conduct themselves in a professional manner at all times. The Maintenance Personnel for each Asset Management Property (AMP) will look at SNRHA properties as would any prospective customer, encourage cooperation between staff and residents, and take time to inform as well as listen, leave a record of entry and services performed, and get resident signature acknowledging work performed when possible.

Although cost efficiency and customer satisfaction are generally the best indicators of success, these measures are also often difficult to effectively quantify. Accordingly, other measures are also used to assess the certain success factors relative to the Maintenance Personnel activities. These measures include the following:

- Responding to and completing work activities in accordance with guidelines established for each work activity priority.
- Completing quality control inspections for 10% of all work orders and 10% of all inspections annually.
- Completing Maintenance tasks within established “Time & Cost Standards” and

These performance Goals are intended to establish direction for Maintenance Management, and staff and a means to assess the effectiveness of this maintenance plan and the overall maintenance activities and results. These Performance Goals will be used to evaluate current operations and performance and to develop strategies to improve performance and satisfy the organization’s overall vision and mission. Individual employee performance objectives shall incorporate these goals and measures, and the employee’s overall performance shall be evaluated accordingly.

# Southern Nevada Regional Housing Authority – Maintenance Plan

## 1.3 STANDARDS

Performance standards describe what is expected in terms of completing work tasks. The standards include the expectations of all maintenance activities, and are designed for establishing organizational responsibilities, group efforts, and accountabilities.

SNRHA will incorporate the following standards into its work quality and quantity performance goals and measures, as applicable, to ensure suitable and acceptable work results:

- Industry Standards
  - SNRHA shall utilize “Performance Guidelines for Residential Construction” as developed by the National Association of Homebuilders, as well as standards developed by SNRHA’s Maintenance Supervisors. [See “Residential Construction Performance Guidelines,” published by NAHB, Washington, DC 20005].
- Local Housing Codes
- HUDREAC NSPIRE Uniform Physical Condition Standards (UPCS)
  - UPCS shall be used as the “Benchmark” inspection protocol for annual inspections. [See UPCS handbook for more details]
- Public Housing Assessment System (PHAS) standards.  
Management indicators that cover maintenance will be tracked for scoring compliance.
- SNRHA Missions Statement and Goals
- Collective Bargaining Agreement and Job Descriptions  
The CBA and Job Descriptions shall be kept up to date and reflect current work activities and skill sets.

Nothing in the documents listed above will prevent the Housing Authority from setting a standard that is higher than that contained in the documents.

## 2.0 INSPECTION PROGRAM

### 2.1 INSPECTION PROGRAM PURPOSE & OVERVIEW

SNRHA’s goals of efficiency and cost effectiveness are achieved through a carefully designed and rigorously implemented inspection program. This program calls for the annual inspection of all SNRHA’s facilities, including the dwelling units, site, building exteriors, common areas, and major service systems.

As more and more maintenance is performed as a result of scheduled inspections, emergency maintenance needs and crisis management will be reduced.

## Southern Nevada Regional Housing Authority – Maintenance Plan

Problems found during inspections must be tracked, addressed, and resolved. If work identified by inspectors is ignored or indefinitely deferred and no achievable plan for corrective action is developed, then overlapping, bigger, future problems will be created as a result.

All inspections shall be performed in a manner to ensure a high quality of inspection, inspections are conducted and completed in accordance with an established schedule, are in accordance with the Maintenance Plan, and conform to local codes. All inspections shall utilize the Uniform Physical Condition Standards (UPCS).

The Managers shall be responsible for the dwelling unit inspection program, and the site inspection program. The Maintenance Supervisors shall be responsible for the building exteriors and common areas inspection program, and will also observe and identify any deficiencies relative to the site. The inspection of Major Service systems shall normally be performed by outside specialists familiar with such systems and shall be arranged for and coordinated by the Manager and Maintenance Supervisor.

Inspections will be scheduled at the frequency required to meet the 100% of inspections of all facilities within each calendar year.

During each inspection conducted by the maintenance staff, the staff shall perform specified preventive and routine maintenance tasks that are readily and appropriately addressed at the time in order to avoid unnecessary delays, or wasted or redundant efforts. Any other work items noted at the time of the inspection will be documented on SNRHA's inspection form.

Inspection standards deficiencies shall be converted to a work order within twenty-four hours of the completion of the inspection, and completed in accordance with the applicable priority standards.

All SNRHA staff are also responsible for the continuous monitoring of the condition of all SNRHA facilities. All Maintenance employees and Managers are encouraged to report any needed work or problem areas that are observed in the regular course of performing daily activities. Such work items shall be reported to the Maintenance Call Center and the Manager of the appropriate property as applicable. Maintenance employees shall also exert a proactive approach with respect to fire extinguishers and smoke detectors by inspecting, testing, and repairing and/or replacing (as applicable) such devices at each visit inside a dwelling unit.

### **2.2 GENERAL**

The Inspections Program of SNRHA has three primary goals:



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- To ensure that all units, sites, and systems comply with the UPCS standards set forth by HUD/REAC, NSPIRE Local Codes, and SNRHA management standards.
- To assure that the staff of SNRHA has reasonable knowledge of the condition of each unit for which it is responsible.
- To comply with the PHAS management indicator that requires 100%-unit inspection within SNRHA's fiscal year.

### 2.3 PROCEDURES

The Managers are responsible for the annual unit inspection program. The Maintenance Supervisors are responsible for the common area inspection program.

During each inspection, a photo will be taken of address prior to entry, the staff will perform the specified UPCS and other related standards inspection. All inspection results will be documented using standard data collection systems; either paper based or automated. All deficiencies will be photographed and uploaded to Yardi. and shall be converted to a work order within twenty-four hours of the completion of the inspection. Upon leaving unit a yellow written notice will be left regardless of the client's presence.

All conditions noted as failing to meet UPCS criteria during the inspection shall be noted and documented. One UPCS inspection form shall be completed for each unit inspection performed. (These factors are incorporated in the PHAS assessment).

ALL SNRHA staff are responsible for monitoring the condition of dwelling units. Whenever an inspection, maintenance staff, or manager enters a dwelling unit for any purpose, he/she shall record any required work they identify while in the unit. A proactive approach will be taken with all smoke/CO detectors by inspecting and testing at any visit. The only exception will be central response alarms, which are tested as a major system. These work items shall also be converted to a work order within twenty-four hours of discovery.

Nothing in this policy shall prevent any SNRHA staff member from reporting any needed work that they see in the regular course of their daily activities.

### 2.4 SCHEDULING

Scheduling and Arranging Inspections

Inspections will be scheduled at the frequency required to meet the 100% of Inspections within SNRHA's fiscal year and balance work activities.

All inspections should be spread uniformly across an 11 month schedule allowing all

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work identified in the inspections to be completed within the same fiscal year as the corresponding inspection for each development. An ongoing flexible inspection schedule of this kind will generate a reasonable workload for the maintenance staff.

*Pre-Move-out inspections* will be offered to residents who intend to move-out or transfer.

*Move-out inspections* will be conducted in each vacant unit within 2 working days of becoming vacant.

*Move-in inspections* will be conducted with the resident at the time of move-in.

For all non-emergency inspections, the Resident shall be given at least two (2) days written notice of the inspection.

Managers shall be responsible for scheduling Unit Inspections. Maintenance Supervisors shall be responsible for Site and Systems Inspections.

### *Unit Inspections*

The Management staff shall be performing the unit inspection program of SNRHA.

### *Building and Grounds Inspections*

Site, Common Area, and Building Exterior inspections will cover the “inspectable items” under the UPCS/PASS protocol. Procedures for this inspectable area will follow the same collection and reporting requirements as the unit inspection standards.

Regular Inspections of the property grounds, common area, and building exteriors are required to maintain the curb appeal of the property, reduce/eliminate possible liability exposure, and preserve the integrity of the building envelope. This is needed to maintain the property for both current and prospective residents.

The inspection procedure will specify the desired condition of the areas to be inspected. This defined condition will include any HUD or locally required standards. The existence of these standards shall not prevent the Housing Authority from setting a higher standard that will make the property more competitive in the local market.

Building and grounds inspections must cover these areas:

- Hallways
- Stairwells
- Community room and other common space such as kitchens or public restrooms
- Laundry facilities
- Lobbies
- Common Entries
- Grounds

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- Porches or patios
- Parking lots
- Sidewalks and fences
- Lawns, shrubs, and trees
- Trash Compactors or collection areas
- Building foundations

The Building and Site inspection form will be used for common areas and building exteriors and grounds.

### **2.5 SYSTEMS INSPECTIONS**

The regular inspection of all major systems is fundamental to a sound maintenance program. The major systems inspection program overlaps with the preventive maintenance program in some areas. To the extent that inspections in addition to those required for scheduled service intervals, are needed, they will be a part of the inspection schedule.

### **2.6 INSPECTION TRACKING SYSTEM**

SNRHA has developed and maintains a sophisticated inspection tracking system for monitoring and controlling the regular inspection of the development sites, buildings and major systems.

### **2.7 SUMMATION**

During each inspection conducted by the maintenance staff, the staff shall perform specified preventive and routine maintenance tasks that are readily and appropriately addressed at the time in order to avoid unnecessary delays, or wasted or redundant efforts. Any other work items noted at the time of the inspection will be documented on SNRHA's inspection form. All uncompleted work items shall be converted to a work order within twenty-four hours of the completion of the inspection.

All maintenance staff are responsible for monitoring the condition of dwelling units. Whenever a maintenance staff member enters a dwelling unit for any purpose, such as completing a resident request for service or accompanying a contractor, he or she shall record on an inspection form any required work he or she sees while in the unit. These work items shall also be converted to a work service request within twenty-four hours of discovery.

### **3.0 RESIDENT MAINTENANCE AND REPAIR SERVICE**

Resident requests for routine and emergency maintenance work are accepted 24 hours a day, seven days a week. To register a service request, residents should call the Work Order Call

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Center at (702) 477-3100. This phone is manned between the hours of 7:00am and 6:00pm Monday through Thursday (excluding holidays). During all non-business hours, this phone number is manned by an answering service properly trained to receive and disseminate such requests promptly.

Residents may also request maintenance service by contacting their management office, as reasonable accommodation for disabled residents.

Residents shall be made aware of the location of water valves and electrical circuit breakers applicable to their individual residence and should immediately turn off the water source to water lines, which are leaking or broken. Similarly, residents should check and reset (or turn off) circuit breakers when an electrical circuit within the home is not functioning properly before calling the maintenance number. Residents who are not familiar with the location and/or operation of these facilities should ask the maintenance staff or management staff to provide this information.

A Resident's request for maintenance shall be considered authorization for SNRHA's maintenance staff to enter the unit to make necessary repairs.

SNRHA staff may also enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists. In the event that the resident or all adult member of the resident's household are absent from the premises at the time of entry, SNRHA shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the premises.

### **3.1 RESIDENT WORK ORDER REQUEST RESPONSE**

Emergency work requests (see Work Order System Priorities) will be referred to the maintenance staff or applicable on-call employee, and responded to as quickly as possible. Work requests determined to be non-emergencies shall be handled by our regular maintenance staff and will be responded to in a manner consistent with the work order priority, maintenance staff availability, and operational needs.

### **3.2 RESIDENT CHARGES**

If a maintenance employee is dispatched to a residence in response to an "Emergency", and the situation is subsequently determined to be a non-emergency, the Resident shall be subject to charges for labor and materials, but not less than \$50.00 an hour with 2-hour minimum. If the emergency could have been abated by the resident, had the resident been aware of the location of the appropriate valve or circuit breaker, and had the physical ability to operate such valve or breaker, the resident will be charged the actual cost incurred in responding to the residence.

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Residents shall be apprised that the maintenance staff is compensated at the rate of 1.5 times their base salary for after-hours calls, and in an effort to minimize the overall cost applicable to maintaining our properties, residents shall be encouraged to minimize such call outs where possible.

### 4.0 WORK ORDER SYSTEM

The Work Order System for SNRHA is a formalized means of scheduling, recording, monitoring, reporting, and analyzing the quantity, cost, and effectiveness of inspection, repair, and maintenance work performed throughout SNRHA. The system requires that all work activities performed by maintenance personnel be recorded as a Work Order (WO). The work order is not only the means for assigning tasks and scheduling work, but is also the primary control mechanism used to record and maintain information about work activities at each site and SNRHA as a whole.

#### 4.1 BASIC

SNRHA's work order system shall include all work request information necessary to record and monitor maintenance work activity needs and progress and to produce work order documents and reports sufficient to affect the plan's overall objectives. All work requests and activities must be input into the work order system for scheduling and recording purposes, and all work performed by maintenance staff must be recorded and subsequently input into the work order system. It is critical that all maintenance work activities be identified with a specific or standing work order and processed through the maintenance system.

Work orders will contain, at a minimum, the following information:

- System generated identification number
- Source of request (planned, inspection, resident, etc.)
- Priority assigned
- Location of work
- Date and time received
- Worker(s) performing/completing task
- Description of work requested (with service code number)
- Description of work performed (with service code number)
- Actual date(s) and time(s) work performed/completed
- Materials/supplies used to complete work
- Labor type and hours used to complete work
- Special Equipment used to complete work
- Other observed deficiencies
- Resident charges (breakdown and reasons)
- Resident signature (whenever possible)

## 4.2 PROCEDURES

### *Service Request Work Orders*

Most Work Orders are created in response to requests for services, and are generally of the types that involve situations that could adversely affect the resident’s quality of life, or materially affect the appearance of the property or the structural integrity of the buildings. Generally, these situations are abated, and/or repaired with relative ease and minimal expense in Labor or materials. Such requests for service may be originated from a variety of sources, including the residents, managers, SNRHA staff, commissioners, or the general public and are generally prioritized as “Emergency”, “Urgent”, or “Routine”. Work Orders shall also be created for all work activities and categorized in accordance with their priority level. (See Priorities Section for descriptions)

Work Orders for service requests received during normal work hours will be assigned to specific maintenance staff based upon the location of the requested work and the level of urgency as determined by the applicable maintenance supervisor. Outside of normal work hours, a maintenance employee shall be designated as “On-Call”, and shall be responsible for receiving all service calls from the answering service, determining the level of urgency and the course of action required to effectively abate the condition, and facilitate the appropriate response. The designated “On-Call: maintenance employee shall prepare a work order (report) for all calls received (whether responded to or not) and submit an activity status report on all such work orders at the start of the next business day.

All service request work orders will generally be assigned and completed in a manner consistent with its priority, and that facilitates the best utilization of resources and time, without regard to the sequence in which the orders were taken. If the assigned maintenance employee cannot complete any portion of the work order in accordance with the applicable standards, the maintenance employee must notify the maintenance supervisor.

### *Call Out*

The “On-Call” maintenance employee is only expected to respond to “Emergency” calls. Situations defined as Urgent may be responded to on “call-out” in situations where the resident could be significantly inconvenienced for an extended period (normally greater than 36 hours) due to workload and/or work schedule. If the “On-Call” maintenance employee elects to respond to a “call-out” that is not considered and “emergency”, the employee shall explain the basis of treating the situation as a call-out.

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The designated “On-Call” maintenance employee shall have a list of qualified pre-approved contractors, open purchase orders for obtaining required supplies or equipment, and access to Authority materials and supplies as necessary to affect reasonable and effective response to such Emergency activities.

### ***Emergency Work Routines***

In abating an emergency situation, the maintenance employee shall take all reasonable steps to complete all required and appropriate repairs, provided such repairs are necessary to abate the situation, or such repairs can be performed without unduly delaying other pending emergency conditions, or causing unnecessary additional cost to SNRHA. When the emergency condition can be abated, but additional repairs are required, and cannot be safely and effectively performed at the time, the situation should be abated, the additional repairs should be documented, and another work order generated as necessary.

If the number of emergency calls is such that the assigned or on-call employee cannot effectively respond to such calls in a timely manner, the affected maintenance employee shall contact his/her supervisor when the required and appropriate action is unclear.

### ***Non-Service Request Work Orders***

Work activities and projects applicable to non-service request work orders will be assigned by the Maintenance Supervisors, and shall be completed in a manner that is consistent with the type of work, and the best utilization and availability of labor and monetary resources.

### ***Work Order Documentation***

Upon completion of any work, the Maintenance employee shall use the electronic work order system, to record all service related work activities and charges.

If the work order is for a resident request for service, the resident, if present, will be asked to sign the work order acknowledging the scope of work completed and the status of any outstanding work. If the resident is not present, the maintenance employee will leave a pre-printed service card indicating the name of the employee that serviced the work order, the date and time the service was performed and the status of any outstanding work, and any other pertinent information.

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The employee shall ensure that the electronic work order is completely filled out, sent to supervisor for approval.

This information shall be used for a variety of purposes, including reporting time and distribution for payroll, reporting time and costs expended per employee, development, and activity, and other reporting as applicable supervisors and upper level managements review.

### ***Record Maintenance***

All service requests must be forwarded to the work order call center for dispatch and record updates and maintenance. Call Center staff will enter the service request into the automated maintenance work order system, and will process the service request according to its work order priority. The call center will dispatch the service request work order to the applicable maintenance employee or maintenance supervisor.

It is the responsibility of the Call Center to ensure the expeditious computer input, issuance, and update of all work orders. The maintenance supervisor and manager shall be responsible for reviewing the status of any outstanding service request work orders, and informing the applicable employee and supervisor of instances where such work orders are approaching or have exceeded the applicable standards.

## **5.0 MAINTENANCE WORK PRIORITIES**

SNRHA is committed to delivering proficient maintenance services based on need and operational efficiency.

All maintenance activities will be processed, scheduled, and completed in accordance with this plan. However, appropriate discretion is expected in responding to non-emergency repairs or work activities necessary to achieve the best utilization of available resources and provide the best results overall.

SNRHA will prepare routine maintenance schedules for the maintenance of its properties that will ensure their continued attractiveness and marketability, and structural soundness and livability. The Director of Operations, with cooperation from the managers and maintenance supervisors, shall be responsible for the development of such maintenance schedules.

The priority level is the primary determining factor in facilitating this commitment. Accordingly, SNRHA has established the following maintenance priorities and definitions, and listed them in the intended order of response. [Refer to Priority Examples]:



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### 5.1 EMERGENCY

Any situation that threatens life or safety, or may cause serious damage to the property structure or systems if not immediately abated or repairs are unduly delayed, or precludes the unit's safe and/or sanitary use by resident shall be defined as "Emergency". Emergencies are the highest priority source of work.

If a maintenance employee is confronted with a situation that may be considered an "Emergency", but is unsure, the employee is expected to consult with his or her immediate supervisor or manager. If his or her immediate supervisor or manager is not available, the employee shall treat the situation as an "Emergency".

All emergencies must be responded to expeditiously and all steps necessary to abate the emergency condition must be initiated immediately. In abating the situation, the maintenance employee shall take all reasonable steps to complete all required and appropriate repairs, provided such repairs are necessary to abate the situation, or such repairs can be performed without unduly delaying other pending emergency conditions, or causing unnecessary additional cost to SNRHA.

When condition can be abated, but additional repairs are required, and cannot be safely and effectively performed at the time, the situation should be abated and the additional repairs should be referred for rescheduling as necessary.

Specific Service Work Orders will be created individually for the purpose of documenting and assigning such work activities, and accounting for all related labor and material costs.

Emergencies must be corrected or abated within 24 hours.

### 5.2 URGENT

Any situation, not deemed to be an emergency, but is deemed to be of significant concern given the potential adverse impact to the resident and/or SNRHA property shall be defined as "Urgent".

This priority category principally refers to resident generated work requests that are non-emergencies that cannot be planned in advance or responded to before a resident calls, but would present significant concerns to the Resident and/or SNRHA if not resolved promptly.

Specific Service Work Orders will be created individually for the purpose of documenting and assigning such work activities, and accounting for all related labor and materials costs.

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Urgent situations will normally be corrected or abated within seventy-two (72) hours (three days). Response to such situations arising after normal work hours will be postponed until such time as they can be corrected or abated during normal work hours. However, in such situations where it would be impractical to correct or abate the situation within seventy-two (72) hours due to weekends or holidays, the maintenance staff may respond within such period during off duty hours and will consider such situation as an emergency for the purposes of these procedures.

### **5.3 ROUTINE**

Any situation that is deemed to be of less than significant concern given the potential adverse impact to the resident and/or SNRHA property and is not more appropriately categorized as any other work priority shall be defined as “Routine”.

These situations will not be given a priority over work categorized as Vacancy and Preventive, but shall be completed in coordination with such activities so as to achieve both good resident service and a maintenance system that completes the most important work first and in the most cost effective manner.

Specific Service Work Orders will be created individually for the purpose of documenting and assigning such work activities, and accounting for all related labor and material costs.

Routine work will be completed within ten (10) working days.

### **5.4 VACANCY**

Unit “Vacancy” work activities are those identified as part of the move-out inspection. Upon becoming vacant, staff will take photos of address and of all defects and uploaded to Yardi or as soon as possible, but no later than two (2) working days thereafter, the manager, in concert with the maintenance supervisor as deemed necessary, will perform a move-out inspection of such vacant unit and will prepare or cause to be prepared, a punch list of items to be repaired, and/or replaced in the vacant unit. This move-out inspection shall be used in connection with determining any costs to be reimbursed by the tenant, and the accompanying list shall be the basis of work required to “make-ready” the unit for occupancy. Upon completion of the inspection, the inspection results will be entered into the work order system and a work order will be issued for the unit to be made ready for occupancy.

Specific Service Work Orders will be created individually for the purpose of documenting and assigning such work activities, and accounting for all related labor and material costs.

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Vacant units shall be made ready for occupancy as soon as practical, but within not more than ten (10) calendar days, staff will take photos of finished unit and upload them in Yardi in order to ensure that the maximum number of vacant units are readily available for show and immediate occupancy to potential residents, thereby maximizing SNRHA's rental income, and ensuring a safe and attractive environment for current residents. Priority shall be further determined based on potential of immediate occupancy. Maintenance employees shall also assist in efforts to ensure that vacant units are occupied within twenty-one (21) calendar days of the vacate date.

### **5.5 PREVENTIVE (MAINTENANCE)**

Those activities that are performed on a regular (periodic) schedule, such as annually or quarterly, that are intended to ensure the continual and trouble-free operation of Major systems or equipment of units, buildings, and/or other common areas shall be defined as "Preventive".

The goal of the SNRHA preventive maintenance program is to detect and correct minor deficiencies so that major repairs and failures are reduced to a minimum. Preventive maintenance is a planned maintenance activity. With a schedule, the SNRHA preventive maintenance program is a proactive approach that calls for the regular servicing of all systems and units.

The preventive maintenance program at SNRHA includes the inspection, monitoring, and care of facilities and equipment. This enables the maintenance staff to maintain properties/equipment and reduce future emergency maintenance and/or major structural or system failures. Preventive maintenance will minimize the amount of regular maintenance and extraordinary repairs, and will extend the life cycle of facilities and equipment.

Preventive maintenance shall be performed in accordance with established schedules. SNRHA has developed a preventive maintenance schedule for each development that will enable the maintenance staff to perform the required preventive maintenance activities on a weekly basis in conjunction with the normal routine work orders and emergency work orders without disruption or creating a demand for overtime to accomplish the task.

Filters for the HVAC units will be changed on a regular basis approximating a monthly recurrence, and all evaporative coolers and air conditioners will be serviced annually. The preventive maintenance program focuses on the major systems that keep the properties operating. These systems include heating and air conditioning, electrical, life safety and plumbing.

The development of this schedule begins with:

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- Identification of each system/unit
  - Date for service
  - Service Intervals
  - Tasks or Action needed
  - General Operating Systems

The heart of any preventive maintenance program is a schedule that calls for the regular servicing of all systems. The development of this schedule begins with the identification of each system or item that must be checked and service, the date it must be serviced, and the individual responsible for the work. The servicing intervals and tasks for each system must be included in the schedule. The completion of all required tasks is considered a high priority of SNRHA.

The systems covered by the preventive maintenance program include but are not limited to:

- Catch basins
- Condensate pumps
- Electric transformers and emergency generators
- Emergency lighting
- Exhaust fans
- Exterior lights
- Fire Extinguishers and other life safety systems
- Water heaters
- Heating plants
- Mechanical equipment and vehicles
- Sanitary drains
- Air Conditioning equipment
- Domestic water
- Inspections
- Structure Surface Paint and Reconditioning
- Evaporative Coolers

A specific program will be developed for each system. This program shall include a list of the scheduled service maintenance for each system and the frequency and interval at which that service must be performed. The equipment and materials required to perform the service will be listed as well so that they will be on hand when needed.

An assessment of the skills or licensing needed to perform the tasks will also be made to determine if an outside contractor must be used to perform the work. The preventive maintenance schedule must be updated each time a system is added, updated, or replaced.

The units covered by the preventive maintenance program include the occupied unit. Residential units unoccupied, undergoing vacancy turnaround or modernization, will be

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scheduled for preventive maintenance no sooner than 90 days after occupancy but not longer than 12 months after occupancy.

### *Roof Repairs / Replacement*

Maintenance of roofs requires inspections by knowledgeable personnel to ensure that there is no unauthorized access to roof surfaces and that there is good drainage, clear gutters and prompt discovery of any deficiencies.

The Director of Operations is responsible for the development of a roof maintenance plan that includes these features:

- The type, area, and age of roof
- Warranties and/or guarantees in effect
- Company that installed the roof
- Expected useful life of roof
- History of maintenance and repair
- Inspection Schedule
- Replacement Schedule

The housing authority maintenance staff will usually undertake only minor roof repairs. Therefore, there should be a list of approved roofing contractors to take on more serious problems for roofs no longer under warranty.

### *Vehicle / Equipment Maintenance*

SNRHA will protect the investment it has made in vehicles and other motorized equipment by effecting a comprehensive maintenance program. The vehicles and equipment to be covered include:

- Cars, trucks, and vans
- Tractors
- Bobcats
- Leaf blowers
- Weed cutters
- Lawn mowers
- Chain saws

The Director of Operations is responsible for the development of this plan, which shall contain components for minimal routine service as well as servicing for seasonal use. Serviceable components for each vehicle or piece of motorized equipment will be listed in the plan along with the type and frequency of service required.

Any employee that operates a vehicle or piece of motorized equipment has must have the required license or certification.

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### *Lead-Based Paint*

SNRHA is committed to controlling lead-based paint hazards in all its dwellings, especially family dwelling constructed before 1978. If any hazards are discovered, the Authority will develop a plan to abate the hazard. The Manager shall have the authority and responsibility to direct all activities associated with lead hazard control. The control plan will include such activities as:

- Detecting the possible presence of lead paint
- Protection of residents and workers from lead-based paint hazards
- Surface protection of non-painted surfaces
- Equipment use and care
- Paint Quality
- Method of application

Other responsibilities include directing training sessions, issuing special work orders, informing residents, responding to cases of children with elevated blood lead levels, correcting lead-based paint hazards on an emergency repair basis, and any other efforts that may be appropriate.

SNRHA's plan to control such hazards is detailed in a risk assessment report and lead hazard control plan.

### *Life safety Systems*

SNRHA shall have a comprehensive program for maintenance of life safety systems to ensure that they will be fully functional in the case of an emergency. The Director of Operations with cooperation of the Managers and Maintenance Supervisors shall be responsible for the development and implementation of a schedule that includes the inspection, servicing and testing of this equipment. The equipment to be included in the plan will be:

- Fire alarm and fire alarm systems
- Fire extinguishers
- Fire hoses
- Emergency Generators
- Smoke/CO detectors
- Sprinkler systems

The plan will include the required testing and servicing as required by manufacturer's recommendations. It will also include a determination of the most reliable and cost effective way to perform the work including the decision to hire a contractor.

## **5.6 RECURRING (CYCLICAL)**

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SNRHA includes in the “Recurring” work category all tasks that can be anticipated and put on a regular timetable for completion and are typically scheduled by the applicable maintenance supervisor. Most of these routine tasks are those that contribute to the curb appeal and marketability of the property.

Standing work orders that are open-ended and are non-specific as they relate to work projects have been created for the purpose of accounting for these types of labor and material costs. Standing work order activities shall be reported on daily time sheets and submitted to the maintenance supervisor to update the work order system.

Recurring work activities shall be performed in accordance with established schedules and applicable work standards.

### **5.7 ANNUAL (UPCS INSPECTIONS)**

Activities involving the repair and correction of UPCS deficiencies identified in a physical inspection of a unit, building, system and/or common area shall be defined as “Annual” or “Inspection”. Annual inspection (UPCS) deficiencies that are deemed to be a health and safety deficiency shall be assigned Emergency priority status and abated within twenty-four (24) hours. All other deficiencies, and subsequent work activities, shall be corrected in accordance with the guidelines defined above that best fit the outstanding work activities.

### **5.8 SYSTEMS**

Domestic water, electrical systems, elevators, emergency power, exhaust systems, fire protection, HVAC, and Sanitary systems.

### **5.9 DEFERRED**

Those projects or activities are typically of such scope and expanse as to require considerable funds and/or significant coordination of resources (internal and external), but which pose no immediate threat to the residents or structures shall be defined as “Deferred”. These activities are normally based on observed deficiencies reported by staff and are planned and budgeted in concert with future projects, and completed accordingly.

Specific work orders are created individually for the purpose of documenting the need for such work, and accounting for these types of labor and material costs.

Completion standards for these projects will be job specific and established at the time such projects are initiated.

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### 5.10 CAPITAL FUNDS (COMP GRANT/FORCE ACCOUNT)

“Capital funds” projects or activities are similar in most aspects to those of deferred projects or activities, but are generally identified in SNRHA’s long-range plan and are specifically aligned with capital type improvements, and are budgeted and appropriately aligned with specific capital funding.

Specific Work Orders are created individually for the purpose of documenting the need for such work, and accounting for these types of labor and material costs.

Completion standards for those projects will be job specific and established at the time such projects are initiated.

## 6.0 GENERAL

### 6.1 WORK PLANNING

SNRHA will develop and maintain a work plan necessary to ensure the most cost-effective use of Authority resources and maximum useful life of Authority properties.

The work plan shall address the following:

- A property maintenance standard
- An estimate of the work required to bring the property to the maintenance standard
- An estimate of the work required to keep the property at the maintenance standard including routine and preventive maintenance workloads, vacant unit turnaround, inspection requirements and resident on-demand work
- An estimate of the on-going cost of operating the property at the maintenance standard
- A market analysis of the property to determine if there are any capital improvements needed to make the property more competitive
- A cost estimate to provide the specified capital improvements
- A revised work plan and cost estimate of maintaining the property at an improved standard

By developing a work plan, the Authority will be able to anticipate its staff, equipment and materials needs. It will also be possible to determine need for contracting particular services.

The complexity of maintenance delivery is determined by a number of factors, including the number of units in inventory, the age of the units/buildings, the family characteristics (Family/Elderly), the complexity of building systems, the building structure, the landscaping, the location of units, and the budget limitations.



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The use of Capital Improvement funds for capital work will have a positive impact on day-to-day maintenance workloads.

SNRHA's budget is a function of planning, and has been developed based upon the established goals, scheduled, staff requirements, and known funding sources. SNRHA believes it has developed a fiscally responsible budget.

### **6.2 TRAINING AND SUPPORT**

SNRHA recognizes the importance of providing maintenance staff with opportunities to refine technical skills, increase and expand craft skills, and learn new procedures needed to perform to the best of their abilities and in a safe and efficient manner. SNRHA will assist the employees in achieving these objectives by making some training available to the employees at its own cost, and each maintenance employee will be expected to participate in at least 32 hours of training annually. [Voluntary and mandatory (on the job) training]

SNRHA is responsible for developing a training plan for the maintenance staff and working with the human resources and risk management departments to identify the means of delivering the training. SNRHA insurance provider will also be consulted in the developing of the training plan as applicable.

Training topics will include, but are not limited to:

- Technical/Craft Skills:
  - Plumbing
  - Heating
  - Air Conditioning/Refrigeration
  - Gas/Electrical Appliances
  - Electrical
  - Carpentry
  - Major Equipment/Systems
  - UPCS/Inspections
  - Computer Applications
  - Landscape
  - Power Tools & Equipment Operation
- Safety:
  - Power Tools & Equipment
  - Electrical
  - Ladder & Scaffolding
  - Shoring
  - Lifting
  - Chemicals

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- First Aid/CPR
- Airborne and Blood borne pathogens

### 6.3 QUALITY CONTROL

The Quality Control (QC) reviews are used to verify the quality and quantity of Inspections and repair work being performed. The QC reviews will be performed by Managers, Maintenance Supervisors, or other designated persons. The QC reviews will consist of a random selection of at least 10% each of all inspections and completed work orders. The QC review of maintenance work activities will be used to verify the actual quality and quantity of materials used, time expended, and work completed, and the demonstrated or applied skill level and knowledge applicable to the work completed. The QC review of inspections will verify the accuracy of the inspection and processing the information into a work order. The comprehensive QC program includes uniform spot checks to insure work performed by all maintenance employees and teams meet established work standards. Maintenance staff will be held accountable for acceptable productivity, materials and supplies issued to them, and the quality of the work done.

### 6.4 STAFF ALLOCATION & RESPONSIBILITIES

#### Executive Staff

The Executive Director is responsible for the day-to –day operations of the housing authority. The Executive Director establishes procedure to implement policies instituted by the Board of Commissioners. All staff are responsible to the Executive Director, or his/her designee.

#### Maintenance Activities

The Director of Operations, in cooperation with the Managers and Maintenance Supervisors, shall be responsible for the development of a routine maintenance schedule that shall include the following:

- A clearly articulated standard of appearance for the grounds that acknowledges but is not limited to HUD and local code standards
- A list of tasks that are required to maintain that standards and the frequency with which the tasks must be performed
- The equipment, materials, and supplies required to perform related tasks, and a schedule for their maintenance and procurement.

SNRHA’s strategy for meeting the day-to-day maintenance needs of the properties is to assign specific supervision and maintenance staff to area developments based on size, location and complexity of the developments. Staff will be assigned based on demonstrated need and issued work orders in coordination with management,

## Southern Nevada Regional Housing Authority – Maintenance Plan

supervision, and availability of resources. Employees will be assigned primary responsibility at specific developments, but shall also share responsibility for all developments at the discretion of the supervisor and overall needs of the division. As such, daily work assignments shall be reallocated as necessary based on outstanding needs and demands, and available resources.

Each supervisor shall also be responsible for the activities and staff applicable to the developments within the assigned area.

### Grounds

The maintenance staff shall be responsible for maintaining the general appearance of all developments by keeping the areas clean and free from debris. They will also maintain the lawns and planter areas keeping them neatly mowed, trimmed, and green, and will be responsible for pruning of trees and shrubs and removal and replacement of plants as necessary. In order to maintain the standard it will be necessary to observe the areas daily and identify work to be accomplished as well as identify short and long term work requirements based on the condition of the property and establish guidelines and identify appropriate action plan to accomplish objectives.

### Work Order Call Center

The work Order Call Center shall receive, enter the required work order requests and dispatch work orders to the appropriate staff as received.

## **6.5 PROCUREMENT SERVICES**

SNRHA Procurement Policy will be applied to all purchases of materials, supplies, and services.

Based upon an analysis of the consumption and the use of materials and supplies from the previous year, SNRHA budgets items to be consumed based upon the continued and expanding emphasis of SNRHA's maintenance program.

### Contracted Services

Once a decision has been made to hire a contractor, the process set out in SNRHA's procurement policy will be used. These procedures vary depending on the expected dollar amount of the contract. The manager will work with the procurement department to facilitate the contract award.

All contractors are (shall be) selected with the competitive-proposal method and the total amount of the contract is to be within the confines of the annual operating budget.

## Southern Nevada Regional Housing Authority – Maintenance Plan

### Inventory Control

The inventory control process will start with the procurement of materials and supplies. The system will identify the inventory level for all parts and materials. Managers in cooperation with the Maintenance Supervisor will be responsible for the overall ordering and control of materials and supplies and will be responsible for the inventoried supplies and materials once they are delivered to their location.

### Materials

Each maintenance employee will maintain a materials and supply stock on their vehicles. The stocked items will be used as needed to fulfill work order activities. Tracking and control of materials issued to the employee shall be the responsibility of the employee once the materials and supplies have been delivered. All materials and supplies used must be assigned to a work order activity.

## **6.6 CONTRACTED SERVICES**

SNRHA will contract for maintenance services when it is in the best interest of the Authority to do so. When the employees of the Authority have the time and skills to perform the work at hand, they will be the first choice to perform a given task. When employees of the Authority have the skills to do the work required, but there is more work than there is time available to complete it, the Housing Authority will determine whether it is more cost effective to use a contractor to complete the work. If the Authority staff does not have the skills to complete the work, a contractor will be chosen. In the last instance, the Authority will decide whether it will be cost effective to train a staff member to complete the work.

Once the decision has been made to hire a contractor, the process set out in SNRHA's procurement policy will be used. These procedures vary depending on the expected dollar amount of the contract. The Manager and Maintenance Supervisor will work with the Procurement department to facilitate the contract award. The most important aspect of the bid documents will be the specifications or statement of work. The clearer the specifications the easier it will be for the Authority to get the work product it requires.

SNRHA currently has contracts with outside firms to provide carpet installation and restoration, bathtub resurfacing, pool maintenance, Pest control, Pigeon abatement, cleaning services, fire extinguishers, etc.

## **6.7 TOOLS AND EQUIPMENT**

Tools required to perform the job duties will be assigned to all maintenance staff. The Maintenance Supervisors will control specialized equipment.

# Southern Nevada Regional Housing Authority – Maintenance Plan

## 7.0 MAINTENANCE POLICIES

### 7.1 GENERAL

The purpose of these policies are to provide general standards and guidelines relative to the Resident's responsibilities for the care, maintenance, and structural uniformity and integrity of our properties. Some of these provisions are also addressed in the House Rules as well as the Dwelling Lease. These policies relate to and are included here:

### 7.2 *SNRHA OBLIGATIONS*

SNRHA shall maintain SNRHA premises, including grounds, structures, materials and equipment, including safety devices, which are owned, maintained, and/or operated by, and the responsibility of SNRHA, in a decent, safe, and sanitary condition and in good repair, and make all applicable repairs as necessary in a timely and effective manner.

### 7.3 *RESIDENT OBLIGATIONS*

The Resident shall abide by their lease agreement and all necessary and reasonable regulations including but not limited to current Housing Rules and shall keep the SNRHA Premises and such other areas as may be assigned to the resident in a clean and safe condition consistent with the SNRHA's housekeeping standards and objectives.

### 7.4 *CATASTROPHIC CONDITIONS*

In the event that a unit is unsafe, unhealthful, or otherwise uninhabitable due to fire, water, wind, or other damage, SNRHA shall assist the Resident in arranging temporary housing.

Mangers/maintenance supervisors will confirm unsafe, unhealthful or uninhabitable conditions. Maintenance staff will make every effort to protect the property. Using tarps for leaking roofs, boarding up windows and doors as required.

If it is determined that the resident's unit is expected to be uninhabitable for less than two (2) weeks, SNRHA will arrange temporary housing at a local motel within reasonable proximity of the Resident's unit.

If it is determined that the resident's unit is expected to be uninhabitable for an extended period (normally two weeks or more), the resident will be transferred to an appropriate sized unit within the development where possible, or, if unavailable, another low-rent housing unit where applicable.

## Southern Nevada Regional Housing Authority – Maintenance Plan

SNRHA shall also provide a modest daily subsidy for food (meals), clothing, and toiletries, as may be applicable given the extent, and cause of the damage.

If the residents personal property is rendered unsafe or unhealthful by any expert or official competent in such matters, such property shall be properly disposed of in a prompt and efficient manner.

It is highly suggested that residents purchase “Renters Insurance” to cover personal property.

If the loss of Resident’s housing and/or personal property is determined to be caused by, or otherwise the responsibility of the resident, the resident shall assume responsibility for all costs incurred by SNRHA relative to such property loss and/or restoration, including loss of rent, and any amounts expended on behalf of the resident associated with temporary accommodations.

### **7.5 ALTERATIONS**

The resident shall not repair, remove, or otherwise alter or modify SNRHA premises, or cause such actions to occur, except as specifically addressed herein, without prior written consent of SNRHA (Designated representatives of Management) and shall report any inoperable equipment or damage to SNRHA premises immediately.

The resident shall not puncture, penetrate, or otherwise disturb the surface of any wall or ceiling with the exception that the resident may install fixtures in the walls for the purpose of hanging lightweight pictures or similar decorative items, and only those fixtures intended and designed for such purpose shall be used.

The resident shall only use freestanding and unattached items, such as self-contained shelving, lamps, and other items that do not damage walls or other surfaces, within or about SNRHA premises.

### **7.6 ANTENNAS/SATELLITE RECEIVER**

Most developments are equipped with wiring for an antenna or cable television with outlets in each unit. Where such units are so equipped, no satellite receiver or other antenna shall be mounted on or otherwise affixed to SNRHA premises.

In those units where antenna or cable television equipment is not installed, the installation of such equipment may be allowed under the following conditions:

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- SNRHA has determined that no alternative means exist to sufficiently accommodate the resident’s basic interests in this regard.
- The resident must obtain prior written permission of SNRHA to erect such equipment.
- Such equipment shall not be located on the roof or building of any SNRHA premises.
- All such installation requests must identify the proposed location and type of installation of such equipment and related appurtenances, and the person or company responsible for such installation. Only installations by licensed and professional installers will be approved.
- The resident shall assume full responsibility for any damage to SNRHA premises as a result of any actions related to such installation.
- All such installations shall be in accordance with all applicable SNRHA standards and local building codes, and all costs associated with such installations shall be borne by the resident.
- Before approval of any such installation, the resident shall also submit a deposit in an amount sufficient to cover all costs associated with the removal of such equipment and any restoration of SNRHA premises to its before installation condition.

SNRHA reserves the right to have such equipment that has been installed improperly or without written SNRHA permission, removed and the unit returned to its original condition, at the resident’s expense.

SNRHA is not responsible for antennas or satellite dishes, or any associated components or parts, or any repair, maintenance, or upkeep of such items.

### **7.7 LOCKS**

Residents are not permitted to have their own locks on any doors for the purpose of restricting ingress/egress to any unit or interior or storage room. SNRHA must be able to gain access for routine maintenance and inspections, and in the event of any emergency. SNRHA may allow the installation of certain security equipment under the following conditions.

- Locking/restrictive devices for sliding windows and doors, deadbolts, chains, or other types of security devices for doors, that effectively ensures accessibility when the unit or room is unoccupied.

## **7.8 DISPOSAL**

The proper disposal of all personal trash, debris, and general litter is the responsibility of the resident. The residents are expected to properly dispose of their refuse regularly by depositing such refuse in the trash dumpsters provided by SNRHA within the developments.

Those residents residing in Scattered Site homes must properly contain and deposit such refuse at appointed times and locations on or near the street for pick up by the disposal company.

Residents residing in SNRHA developments shall only dispose of refuse by placing items properly within the trash dumpsters. Such residents are expected to understand that the disposal company will not remove refuse that is not placed into the trash dumpsters. That is too large to completely fit within such dumpsters. Those residents who have individual refuse items too large to fit within the trash dumpster should contact SNRHA's Maintenance Call Center at (702) 477-3100 and ask that SNRHA remove such items.

Residents residing in scattered site homes are individually responsible for the proper disposal of such items, regardless of the type or size.

Any unauthorized accumulation of old furniture, appliances, junk, trash, debris, or other refuse in or about a resident's unit must be removed by the resident in a timely manner. If it becomes necessary for SNRHA to remove such items (after giving reasonable notice), SNRHA will charge the resident for the actual cost of removing the items. Residents moving out and leaving old furniture, appliances, junk or trash, are subject to the hauling charge at the time the unit is vacated.

## **7.9 PAINTING**

SNRHA shall paint each unit interior not less than once every seven (7) years. SNRHA will also normally paint each unit interior during any change in occupancy.

Residents may paint the interior walls of their unit, subject to prior approval of SNRHA. If the resident want to refresh the paint using the same color and type as the original, and such paint is at least 5 years old, SNRHA shall provide the paint, rollers, brushes, and pans, necessary to facilitate such project.



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The resident must request and receive prior approval from SNRHA, and sign an agreement accepting full responsibility for such activities. The resident must also ensure that all unpainted surfaces and materials remain unpainted, and subject to subsequent inspection by SNRHA staff, correct any cited deficiencies in a timely manner to the satisfaction of SNRHA.

If a resident undertakes such project without first receiving SNRHA approval, upon SNRHA's awareness of such activity, and formal notification thereof, the resident shall be subject to a deposit in an amount sufficient to facilitate any projected restoration efforts as determined by SNRHA.

### **7.10 SHELF & WALL COVERINGS & SURFACES**

All wall coverings (wallpaper, paneling, contact paper, mirrors, etc.) and shelf liners must be removed, including glue or paste, and the wall returned in good condition, free from holes or other blemishes. (Note: Not allowed in 1<sup>st</sup> paragraph under alterations).

### **7.11 CARPETING**

Any carpeting installed by the resident, including tack-less strips and staples must be removed.

### **7.12 LIGHT FIXTURES**

The resident must replace all original or equivalent light fixtures, and switch plates.

#### ***Maintenance and Repair Charges:***

The resident shall pay reasonable charges for maintenance and repair beyond normal wear and tear, and for cleaning and pest control rendered necessary by the acts or failure to act by the Resident, in accordance with the Schedule of charges for Services and Repairs posted in SNRHA's offices and incorporated herein by reference.

Charges billed to the tenant shall specify the items damaged, corrective action taken, and cost thereof.

### **7.13 GROUNDS**

The resident shall, if in a scattered site unit, maintain fully any lawns, sprinkler heads, shrubbery, grounds, porches, and balconies adjacent to tenant's dwelling as set forth below including but not limited to watering

## Southern Nevada Regional Housing Authority – Maintenance Plan

lawns, trees, shrubbery, and plants, and remove all trash from said area regardless of the source.

Ideally, SNRHA would like to convert all of its properties, including scattered home sites, to desert landscaping (Xeriscape), however, the labor and material requirements associated with such activities makes this goal unrealistic at this time. SNRHA recognizes that such conservation measures are important to our residents, and as such, the resident may have a particular interest, desire, and resources to effect such modifications on their own. Accordingly, SNRHA shall assist the Resident in such activities by providing the materials necessary to facilitate such results, and will arrange for their delivery to the site.

In order to accomplish this, the resident must submit a formal request to the manager, along with a Xeriscape plan in such detail as to effectively assess the full scope of the modifications as well as the expected results, and the projected timeline for completion, for SNRHA approval. It is understood that such plan must include a significant reduction in lawn surface, and include a reasonable number of plantings so as to be consistent with the local desert environment and provide reasonable appeal for the property.

SNRHA's manager and maintenance supervisor will make any changes in the plan and/or timeline as may be required, approve the plan as applicable, and authorize the resident to proceed.

The Manager shall coordinate the delivery of materials to the site with the resident and the applicable representative of the maintenance staff.

The Manager/Maintenance supervisor shall also coordinate such efforts with the applicable water authority in order to take advantage of any applicable allowances. In such cases where any such allowance exceeds SNRHA's delivery and materials costs, such excess shall be fully applied to the resident's next (and subsequent lease payment(s) as applicable).

The resident shall be required to complete the project in the time allocated and in the manner agreed upon, and the resident must notify the manager immediately upon completion of the project. Failure to do so may result in a lease violation.

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### **7.14 SECURITY/SCREEN DOORS**

Security/Screen doors shall be provided to all conventional units as funding becomes available. All locking hardware shall be provided and keyed to the residence door locks.

### **7.15 SECURITY BARS**

The resident shall not install security bars.

### **7.16 ALARM SYSTEMS**

The resident shall not install any alarm systems without the written permissions of the SNRHA management. All reasonable access to the unit must be provided to the agency for repairs, emergency services, routine and special inspections, etc.

### **7.17 AIR DUCT CLEANING**

SNRHA shall provide air duct cleaning in such situations where medical evidence has been provided to the manager by the resident demonstrating risk of eminent health risk. The resident must provide written request for such services prior to any work commencing, and must be deemed reasonable by the authority in accordance with 504 reasonable accommodation requirements.

### **7.18 STORAGE SHEDS**

The resident shall not construct or install storage sheds on any multifamily property. Resident occupying scattered site properties shall provide written request for installing any storage shed structure to the manager. Each request shall be considered on an individual basis. No installation shall commence prior to written approval by the SNRHA representative.

# Appendix A

## Southern Nevada Regional Housing Authority – Maintenance Plan

### WORK ORDER SYSEM PRIORITY EXAMPLES & DETAILS

#### EMERGENCY

Such activities include, but are not limited to:

- Fires – The Fire Department at 911 should be called immediately, and the maintenance staff should be notified as soon as possible thereafter.
- Police requested response
- Smoke/CO detectors (missing or inoperative)
- No Air Conditioning (Temperature 90 degrees or above)
- No Heat (Temperatures 55 degrees or below)
- Lockouts (Resident will be required to reimburse the Authority for actual cost of call out.)
- Securing a Unit/Building (Locking an unlocked/open door)
- Major water leaks/usage (Broken water mains, flooding, sprinklers)
- Leaking/inoperative water heaters
- Inoperative refrigerators
- Electrical (Shorts, sparking, burning odor, missing covers/exposed wires, problems affecting all lighting or all outlets, etc.) Where one or more lighting and/or electrical circuits are functioning, emergency maintenance staff will not respond and repairs will be referred to routine maintenance, except where the electrical circuit causes an odor or is smoldering, or where the affected circuit(s) supply electricity to critical appliances such as the refrigerator, or other life support equipment.
- Gas leaks/Odors
- All/Only toilet(s) stopped/inoperable (When one or more toilets in the unit remain operational, such call shall not be considered an emergency; The resident should close water supply valve to affected toilet immediately and use a plunger to stop overflow.)
- Main sewers backed up/overflowing (Plugged up sinks will not be considered an emergency unless they have sewage backing up in them.)
- Evaporative Coolers blowing hot/inoperative
- Broken windows (glass) (not cracked or if only one pane is broken)
- Health and Safety “UPCS” deficiencies
- Overflowing tubs, toilets, sinks, etc. where such condition is continuous due to defective water supply
- Any door or window that cannot be opened or secure
- Elevator entrapment
- Stove/Oven inoperable—(only during Thanksgiving and Christmas)

#### URGENT

## Southern Nevada Regional Housing Authority – Maintenance Plan

- Mold
- Minor roof leak
- Fire Extinguishers (missing, discharged, expired or inoperative)
- Partial loss of electrical power
- Partial loss of water supply
- Blocked sink, shower or bath
- Cracked windows or windows with one pane broken

### VACANCIES

In order to affect the best results, management shall provide prompt and accurate notification of the vacant unit status, and complete unit inspections and personal property inventories in a timely manner.

If such move-out is a result of an eviction or abandonment, the maintenance supervisor shall accompany the manager to determine which property, if any, needs to be stored. An inventory of the personal property left in the unit, and its condition shall be recorded, and a pictorial or video record of the property shall be accomplished. The maintenance staff shall initiate immediate steps to clear the unit of trash and discarded personal effects, and remove, store, and/or dispose of applicable personal property as necessary, and in accordance with established laws and guidelines.

The manager shall make final decision as to what property must be stored; however, the maintenance staff may elect to store all personal property if deemed appropriate.

All arrangements regarding the release and recovery of handling and storage costs related to the residents' personal property, up to and including the date physically reclaimed, shall be coordinated with and approved by the manager, who in turn shall notify the maintenance staff of such arrangements before such property is released to the resident.

The maintenance supervisor will issue copies of the work order, for assignment to applicable staff and shall coordinate work activities among such staff in a manner necessary to affect the greatest degree of efficiency, coordination, and timely results.

The maintenance supervisor shall monitor the progress of the staff and upon completion, shall ensure that all necessary work has been satisfactorily completed and the unit is ready for occupancy. The supervisor shall take appropriate action to correct any outstanding deficiencies, and once completed, shall notify the manager that the unit is ready for occupancy. The maintenance supervisor shall ensure that all applicable work order reports have been completed and that the computer system is promptly update to reflect the new ready status.

The manager shall be informed of the unit's ready status and shall also conduct a pre-move-in inspection to ensure that the unit is ready to show.

To further ensure an acceptable turn-around time consistent with SNRHA goals and standards, maintenance staff shall plan for and schedule vacancy related activities using historic vacancy information, assess projected and current work load demands, estimate resource needs, and schedule

## Southern Nevada Regional Housing Authority – Maintenance Plan

reasonably accurate start and completion times.

### PREVENTIVE MAINTENANCE

Such activities include, but are not limited to, cleaning surfaces, replacing filters, servicing boilers, air conditioners, fire extinguishers, sewer lines, alarm system testing, etc.

### RECURRING (CYCLICAL)

- Pest Control/Extermination

SNRHA will expend reasonable efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment schedule and application for the eradication of those pests.

Resident cooperation with the extermination plan is essential. Apartments in a building must be treated for the plan to be effective. Residents will be given information about the extermination program at the time of move-in. All residents will be informed at least one week before treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment.

- Landscape and Grounds

Such activities include, but are not limited to:

- Maintain driveways, parking areas, sidewalks, dumpsters and surrounding area in a neat and clean condition
- Maintain health and appearance of lawn areas (mowing, trimming), trees, plants, and shrubs to ensure a high degree of appeal to visitors and resident
- Fertilize lawns, trees, and plants
- Remove and/or replace dead and dying plants
- Maintain, adjust, repair, and/or modify sprinklers to ensure effective and waste-free watering, and minimize erosion and deterioration of adjacent buildings
- Routinely inspect condition of concrete and asphalt applicable to walkways, patio areas, driveways, and parking and common areas and report deficiencies
- Routinely inspect condition of properties and facilities and report any conditions in need of repair or other corrective measures
- Maintenance of playgrounds, benches and fences
- Building exteriors, interior common areas, and administrative facilities

The appearance of the outside of SNRHA buildings as well as their interior common areas is important to their marketability. Therefore, SNRHA has established a routine maintenance schedule to ensure that they are always maintained in good condition. The components to be maintained include:

## Southern Nevada Regional Housing Authority – Maintenance Plan

- Lobbies
- Hallways
- Public restrooms
- Lighting fixtures
- Appliances
- Common rooms and community spaces
- Exterior porches and railings
- Building floors and walls
- Windows

### ▪ Interior Painting

The appearance and condition of the paint within each unit is important to unit condition and resident satisfaction. Accordingly, SNRHA will develop a maintenance schedule to ensure that interior paint in resident dwelling units is satisfactorily maintained.

As part of this schedule, painting standards will be developed that include:

- Surface preparation
- Protection of non-painted surfaces
- Color and finish
- Paint quality
- Method of application approved
- Lead paint testing and abatement if required

The schedule will set out the conditions for the consideration of a painting request. These standards include the period of time that has elapsed since the last time the unit was painted. Alternatives for performance of the work will include the conditions under which a resident will be allowed to paint his or her own unit.

### ▪ Units

- Replace filter in each unit in accordance with established preventive maintenance schedule
- Inspect Smoke/CO detectors and replace units/batteries as necessary, and inspect general condition of unit and report deficiencies.
- Inspect water heaters for deficiencies
- Inspect unit for general conditions and report deficiencies



# Appendix B

## Southern Nevada Regional Housing Authority – Maintenance Plan

### WORK ORDER SYSTEM DATA

The accurate and timely input and update of information in the Work Order system is critical to SNRHA's operations and reporting perspective, and is crucial to ensuring that the HUD requirements are adhered to and that SNRHA funding is maximized. In order to avoid any potential related problems, and minimize any added time expended relative to audits and subsequent defensive or corrective actions, SNRHA will take all steps necessary to maintain the reliability of our reporting activities, identify and correct any related deficiencies, and minimize recurring deficiencies, including those identified below.

Maintenance staff shall expeditiously update the work order system and management shall post any related resident charges.

As such, the following general guidelines are to be followed when creating or updating a work order in the system:

- Problem description should define the problem, and not the actual or proposed solution.
- Problem descriptions shall accurately reflect the priority assigned.
- Inspection deficiency work orders should specify the actual deficiency or deficiencies in the problem description.
- All comments inserted in the work order system become a matter of public record and are printed on the actual work order, and are also subject to the review of the resident when the work order is acknowledged by the resident as is our policy and procedure. If such comments are deemed necessary, then they shall be adequately and appropriately stated.
- Review work order information on a regular basis to identify/correct errors.

Additional work orders created as a result of service request work orders, which were initially defined and responded to as emergencies, and subsequently determined to be non-emergencies, or abated work orders with modified non-emergency work pending, are acceptable.

Work order activity shall be periodically reviewed to identify and evaluate any number, type and frequency of service requested work orders to determine any patterns, which might suggest employee, resident and/or equipment deficiencies or problems.

Work orders shall only be cancelled when such cancellation occurs prior to any employee response. At such time, the priority description should be changed to "cancelled", and the problem description should be amended to reflect the basis for such change, but should retain the original problem. If the work order is being "cancelled" after an employee responds to a service request work order because the problem has since been fixed, abated, or was otherwise erroneously reported, then the work order shall be treated as responded to and effectively completed.

# Appendix C

## Southern Nevada Regional Housing Authority – Maintenance Plan

### National Standards for the Physical Inspection of Real Estate (NSPIRE)

The Inspectable areas are Outside, Inside and Units. Outside refers to the building site, building exterior components, and any building systems located outside of the building or unit. Key Outside Deficiencies include but not limited to fencing, retaining walls, grounds, lighting, mailboxes, project signs, parking lots, detached garages, infestation, sharp edges, sprinkler assembly, dryer vents, roofing material, structural defects and stairs and steps.

Inside refers to the common areas and building systems that can be generally found within the building interior and are not inside the unit. Examples include but are not limited to fire doors, garages, water heater, light fixtures, floor drains, fire extinguisher, call for aide and flammable and combustible items.

Unit refers to the interior components of an individual unit. Examples include but not limited to garages, HVAC, water heaters, leaks and wastewater, guardrails, call for aid, fire extinguisher and egress.

Deficiency scores categories of severity are low, moderate and severe. The Health and Safety make up most of the NSPIRE rationales because they focus on elements that impact resident safety and habitability. The life-threatening deficiencies must be addressed within 24 hours, severe must be repaired within 24 hours, moderate deficiencies must be repaired within 30 days and lastly low deficiencies must be repaired within 60 days.

#### Annual Self Inspections:

Self-inspections of property conditions are a key component to ensuring properties remain in compliance of NSPIRE Standards. The agency must ensure that all deficiencies identified in the self-inspections are resolved within the timeframes established in the NSPIRE Standards.

#### Inspectable Areas:

Outside: Almost every electrical deficiency outside is a substantial hit severe/life threatening deficiency. Other deficiencies include but are not limited to GFCI's, dryer vents, lead based paint, guardrails, fire safety, structural and gas leaks.

Inside: This area is more impactful to the overall score than Outside deficiencies. Areas of impact include electrical, water supply, fire related devices, lead based paint, infestation, HVAC, water heaters, mold/mildew and exit signs.

Units: Unit deficiencies hit the hardest. Following the logic of the inspection demonstrates this area is the most impactful to the residents. Unit threshold must be met, or the inspection is a fail. Electrical deficiencies, fire safety, smoke/co detectors, infestation, water heater, dryer vent, HVAC, mold/mildew and call for aides.

## ~~HUD REAC INSPECTION GUIDELINES~~

### ~~GENERAL INFORMATION~~

#### *Buildings*

## Southern Nevada Regional Housing Authority – Maintenance Plan

~~Freestanding or Attached Structures: Inspectors must adhere to the following guidance when determining whether and how to inspect freestanding or attached structures:~~

- ~~a. If storage shed, garage or carport is attached to the exterior of a building and designated for the specific use of a unit, inspect it and record deficiencies in the associated building and unit as applicable.~~
- ~~b. If storage shed, garage or carport is attached to the exterior of a building and used as common space, record the deficiencies in the associated building and common area as applicable.~~
- ~~c. If a storage shed or garage is a freestanding building and designated for the use of a specific unit, inspect it and record deficiencies in the associated building and unit as applicable.~~
- ~~d. If storage shed or garage is a freestanding common building, inspect it as an individual common building and record deficiencies as applicable.~~
- ~~e. If storage shed, garage or carport is a freestanding structure that does not meet building definition, regardless of whether it is associated with their unit, do not inspect it.~~

~~Group Home: The building type for a group home located in a converted single family house is Single Family.~~

~~Building Type: There are two types of building that are commonly observed during an inspection:~~

- ~~a. Permanently Off Line Building: these are buildings that P/O/A has taken off line permanently and no longer include in the rent roll reporting (e.g. building scheduled for demolition). These buildings are normally boarded up and isolated by fencing. Do not delete and record these buildings as “uninspectable” prior to generating sample.~~
- ~~b. Temporary Off Line Building: These are buildings that the P/O/A has taken off line temporarily for rehab activities. These buildings are typically 100% vacant and may be boarded up for security purposes. Include these buildings in the profile prior to generating the sample. If selected as a sample building, record the building as “uninspectable” after visual verification and select the next alternate building in the listing. If the inspector cannot meet the building sample requirements, the contract inspector should call his/her help desk and service mortgagee inspector should call REAC TAC for guidance.~~

~~Cancellation Inspector: If an inspector must cancel an inspection due to an unexpected emergency, sever weather advisory, or sickness, it is the inspector’s responsibility to notify Help Desk / POA immediately, and secure a REAC TAC # for the subject cancellation.~~

~~POA: If a POA does not show up or cancels a scheduled inspection, the contract inspector should call his/her help desk and service mortgagee inspector should call REAC TAC directly, and secure a REAC TAC # for the subject cancellation.~~

## Southern Nevada Regional Housing Authority – Maintenance Plan

~~Inspectors must reschedule any inspection in which residents have not been notified, unless receiving permission to proceed with the inspection from REAC. The contract inspector must contact his/her help desk and service mortgagee inspector must contact REAC TAC immediately for guidance.~~

~~Certificate Boilers: A boiler certificate may be issued by a city or state government agency, insurance company or any other entity, which has jurisdiction and/or authority to issue such a certification.~~

~~Lead Based Paint Disclosure Form and Inspection Report: Inspectors are required to request the LBP disclosure form and inspection report from the POA for all properties, regardless of the type of resident population, for buildings constructed prior to 1978. A comment must be provided in the Property Information Comments field regarding resident population for elderly only. For the purpose of determining whether the LBP disclosure form and inspection report is applicable, the inspector must use the building construction year not the date of “gut rehab” or other renovations.~~

### Conducting Inspections

~~All inspectors are required to conduct a REAC inspection by following the same protocol and guidance, and adhering to the same code of conduct, this includes inspection of all five (5) inspectable areas.~~

~~Inspectors are required to complete inspections with the assistance of property personnel. Although no specialized equipment other than a DCD is required to conduct a REAC inspection, inspectors should arrive on site prepared to test all smoke detectors, be able to accurately determine door and hallway widths (FHCO surveys), and inspect all applicable areas, including those in which there may be no lighting.~~

~~While conducting an inspection, an inspector should not open closed doors within a unit. The resident, if present, or property personnel, is responsible to provide access.~~

~~Property personnel throughout the inspection must accompany an inspector. If a property's personnel do not show up for the inspection, or does not accompany the inspector throughout the entire inspection, the contract inspector must contact his/her help desk and service mortgagee inspector must contact REAC TAC directly and report the inspection as unsuccessful.~~

~~An inspector should inspect no more than the total number of sample units required by the UPCS software. If an inspector cannot meet the sample size after utilizing all sample units and alternates, the contract inspector should immediately contact his/her help desk and service mortgagee inspector must contact REAC TAC for guidance.~~

~~Prior to or during the course of the inspection, an inspector must not share sample building or unit numbers with property personnel before the actual inspection of the building or unit. An exception~~

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~~to this policy may be made for properties, which are not master keyed. In such cases, property personnel may be provided with a list of sample units for the purposes of pulling keys, only.~~

~~To maintain statistical validity, it is important to select the sample units and alternates in the order in which they are displayed in the “sample units” field. The order of selection within UPCS software is critical. Once the units are properly selected, the order of inspection may be any order the inspector chooses to facilitate the inspection.~~

~~Inspectors may not carry a firearm onto a property.~~

~~Collaborative Quality Assurance (CQA) reviews are used to evaluate an inspector’s proper interpretation and execution of the inspection protocol. If a protocol question arises in which the inspector disagrees with the CQA inspector, or the inspector has other concerns, the contract inspector may contact his/her help desk and service mortgagee inspector may contact REACTAC at any time throughout the inspection for guidance.~~

~~Duplication of Deficiencies: Inspectors should never record a single identified deficiency in multiple locations. For example, if a pothole in a parking lot is recorded in Potholes / Loose Material, the inspector should not also record the deficiency in Settlement / Heaving or in Cracks. Inspectors should determine the most appropriate location to record the deficiency. However, if an inspectable area deficiency also causes an H & S deficiency, both must be recorded.~~

~~Fire Extinguisher: The Local Fire Department, Fire Marshall, and any other entity that has received authorization from local fire department to conduct fire extinguisher inspection may inspect fire extinguishers annually. If the POA cannot provide evidence of the authorization for self inspection, record as deficiency.~~

~~Observed Deficiencies: Inspectors are required to call out all observed deficiencies and their level of severity to property personnel during the inspection. If property personnel become argumentative regarding deficiencies during the course of the inspection, an inspector may complete the inspection without calling out the remainder of the deficiencies.~~

### Occupancy Percentage

~~The occupancy percentage must be recorded by all inspectors of Multifamily Housing properties. Occupancy percentages may be calculated by dividing the total number of occupied units by the total number of all units, then multiplying the result by 100>~~

~~Enter this information in the Comments field of the Property Information Tab as an integer with the % sign and with no spaces between them (e.g., 87%). Any multifamily Housing property inspection that is uploaded without the occupancy percentage will be rejected.~~

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~~Office Equipment: Inspectors may not utilize HUD field office or POA office telephone or fax equipment for downloading, uploading, calling or faxing documents.~~

~~Property Profile Verification: The inspection protocol requires an inspector to visually verify building count and type, and to confirm participant, certificate, area measures and other building/unit information with the POA, prior to generating the inspection sample. Adding and editing of the information, if necessary, is done at that time. However, inspection data discovered to be in error during the course of the inspection may be edited as necessary with the exception of the building and/or unit count. The contract inspector must contact his/her help desk and service mortgagee inspector must contact REAC TAC and secure a REAC TAC #, before making any changes to the building and/or unit count after sample generation with the exception of the addition of a common building found on a “Single Family Scattered Site”.~~

### ~~Participants~~

~~Participants are property contact and must be identified by name, role, organization (where applicable), street and e-mail address, and phone and fax number. At least three participants must be provided. For PIH properties, one of the participants must be “Owner/PHA”. For Multifamily properties, two of the participants must be “Owner” and “Management Agent”.~~

~~Scheduling Contractors: Inspections are to be performed during normal business hours, which vary from agency to agency. Inspections may begin at any time the POA and inspector agree upon, the morning inspections usually begin no later than 9am and an afternoon inspection may begin as late as 3pm for a small property, but usually begins by 1pm. The contract inspector must notify his/her help desk and service mortgagee inspector must notify REAC TAC, and secure a REAC TAC #, of any inspection start time that differs from the start time specified in Scheduler prior to the day of the inspection. If an inspector has scheduled two inspections for one day and finishes the morning inspection early, the inspector must not start the second inspection before the start time specified in Scheduler.~~

~~If an inspection cannot be complete in one day, it must be completed during the next business day before inspector can start a second inspection.~~

~~If the inspection cannot be completed on contiguous business days, the contract inspector must call their help desk who will request a new inspection number from REAC. The service mortgagee-inspector must contact REAC TAC directly and request for a new inspection number. The inspector will have to reschedule the new inspection to a later date.~~

~~If an inspection is going to be continued for more than one day, the EH&S form shall be completed and provided to the POA at the end of the first day and at the end of each successive day until the inspection is completed.~~



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~~Sever Weather Policy: Inspectors should not inspect a property if a “severe weather advisory” is in effect. A severe weather advisory included, but is not limited to, hurricanes, tornadoes, thunderstorms, hail or any other adverse weather condition that would likely endanger the safety of the participants. This also includes a snowstorm in which a severe weather advisory has been issued.~~

### Units

~~Non Revenue Units (also known a site manager or staff units): These are units that typically do not produce revenue for the property and are usually occupied by property staff. They may not be shown on the rent roll by the POA but must be included in the building’s unit count and on the all-inclusive list prior to generating the sample. If selected as a sample unit, they must be inspected as per the protocol.~~

~~Section 8 Units: Some Multifamily Housing properties do not have a HUD insured mortgage but continue to have HUD assisted Section 8 units (project based). The POA will typically provide the inspector with this information. Only the Section 8 unit for each building will be counted when establishing the building/unit profile and for sample selection. However, all other inspectable areas of the property must be inspected as per protocol.~~

~~Unit Types: There are three types of units that are commonly observed within a building:~~

- ~~● Occupied Units: Units presently occupied that must be included in buildings unit count.~~
- ~~● Vacant Units: Also known as temporary off line units. Units currently vacant that are or will be available for rent. They may include fire damaged units and units undergoing rehabilitation and must be included in the building’s unit count.~~
- ~~● Altered Units: Also known as permanently off line units. Units that have been converted from a dwelling unit use to a non-dwelling unit use (e.g. office, community space, police service spaces, etc.). These units should be removed from the building’s unit count, prior to generating sample, and the altered spaces should be considered as building “common space”. If a building contains an altered unit, (s) converted to common space and the building has been selected in the sample, the space must be inspected as common space. If this building is not selected as a sample building, the space does not have to be inspected. Inspector is required to confirm with the POA, the existence of any altered units prior to generating sample. If error was made, inspector should record “uninspectable” for this unit, the contract inspector must contact his/her help desk and service mortgagee inspector contact REAC TAC for guidance before proceeding with the inspection.~~

~~UPCS Software: As a result of a software update on 9/21/01, sample buildings may now be generated which, contain no sample units. For these sample buildings, only Building exterior, common areas, and building systems will be inspected.~~

### Uploading Inspection Data

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~~Inspectors must upload inspection data to REAC within 24 hours from the time of inspection completion. If the inspection cannot be uploaded for technical reasons, the contract inspector must contact his/her help desk and service mortgagee inspector must contact REAC TAC, and secure a TAC# from REAC.~~

~~Successfully uploaded inspection may be deleted from the DCD one week after the inspection and after they have been accepted by REAC. It is recommended that inspector save the file in their computer desktop.~~

### ~~Vacant Unit Policy~~

~~Multifamily Housing: For all Multifamily Housing properties, vacant units that are included in the random sample will be inspected only at properties with 15% or more vacancy rate.~~

~~PIH Housing: Do not inspect vacant units at public housing properties. However, vacant sample units must be visually verified.~~

~~If no sample units are available in the sample building, inspector should select an alternate unit of a similar building type. If there are no alternate units available for the similar building type, then select an alternate unit from the next building type group. If there are no alternate units available for selection, the contract inspector must call his/her help desk and service mortgagee inspector must call REAC TAC, and secure a REAC TAC # before proceeding.~~

### ~~Visual Verification~~

~~The protocol requires the inspector to walk or drive around the property site to visually verify the existence of all buildings with property personnel, prior to sample generation.~~

~~In the case of a “single family scattered sites”, visual verification with property personnel is not required prior to sample generation. For these properties, the inspector may establish the building/unit profile utilizing data provided by the POA, generate the sample, and start the inspection. Building/unit profile information must be visually verified as the inspection progresses. The inspector is still responsible for visiting all sites to verify all buildings and units, including those not in the sample. If a common building (no units) is discovered that was not included in the building/unit profile: add the building; change the Reason from Uninspectable field to “Non Entered”; provide an explanation in the building Comments field; and inspect. If an occupied building is discovered that was not included in the building/unit profile, the contract inspector must notify his/her help desk and service mortgagee inspector must notify REAC TAC.~~

~~Only properties that are to be inspected on the same day, by the same inspector, may be visually verified at the same time.~~

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~~Work In Progress: If buildings or units are vacant due to rehab work in progress, they must remain in the building/unit count. If a vacant building is selected as a sample building, visually verify that it is vacant and select an alternate. If a vacant unit is selected as a sample unit, visually verify that it is vacant and select an alternate unit.~~

~~If buildings or units are occupied but rehab work is in progress, the inspector must inspect the buildings or units, recording any deficiency as per the UPCS software.~~

### ~~PROPERTY INSPECTABLE AREAS~~

#### ~~SITE~~

~~Site General Information: Inspectable items such as grounds, Market Appel, and Walkways/Steps recorded as NA without justifiable comment in the Property Comments field will be challenged by PI Ops after an inspection is uploaded, even when no land owned by the property exists around a building (inner city property).~~

~~The inspector is required to input in the UPCS software the total square footage for parking lots/driveways/roads and walkways/steps. For PIH properties, the inspector should request the square footage information from the POA. For the Multifamily Housing properties, the inspector may request the square footage information from the POA.~~

~~For scattered site properties, all individual sites must be inspected whether or not a building on the individual site is in the sample. To determine a deficiency for inspectable items, which use proportionality, evaluate the defect area as a percentage of the total applicable area of all individual sites. All other deficiencies found on any site must be recorded in Site as per protocol.~~

~~All roadways and walkways within a property site's perimeter must be inspected. Deficiencies observe must be recorded as applicable regardless of evidence offered by the POA of public authority (city, county, state, etc.) ownership.~~

~~All roadways and walkways abutting a property site's perimeter that the POA represents as owned and maintained by a public authority need not be inspected.~~

~~Proportionality deficiencies must continue to be recorded after the minimum deficiency threshold is reached (10% for Parking Lots/Driveways/Roads and 5% for Walkways/Steps)~~

~~Fencing and Gates: Exterior fences, also known as perimeter fences, are generally found along the perimeter of the property. Interior fences are found within the property's perimeter. A security fence could be either an exterior or interior fence but its intended purpose is to provide safety and security for the property residents.~~

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~~If a property utilizes fencing along its perimeter as an exterior security fence whether owned by the property or not, the fencing must be evaluated for deficiencies.~~

~~Privacy fence that is used for privacy of an individual unit should be considered as an interior fence.~~

### GROUND

~~The Deficiency: Overgrown/Penetrating vegetation is intended to address conditions that have an adverse effect on the physical condition of the property or negatively impact the use of the property by residents. Do not record a deficiency for vegetation intentionally from on walls or fences that is maintained and not adversely affecting the structure or its intended use. Adverse effect can be considered either as visible damage or no visible damage.~~

~~Play Areas and Equipment: Inspectors should inspect park benches located within a play areas and record deficiencies as Damaged/Broken equipment as applicable. Benches not located within a play area are not inspected.~~

~~Walkway/Steps: An inspector should record damage to a concrete slab porch or entry stoop in Walkways/Steps as applicable.~~

### BUILDING EXTERIOR

~~Doors: as a result of a software update on 9/21/01, sample building may now be generated which contain no sample units. Therefore, door deficiencies may have to be recorded in different inspectable areas depending on whether or not the sample building has sample units to be inspected. Record as follows:~~

- ~~• If a sample building has sample units, record any deficiencies observed on the unit entry doors within the associated units. Do not record deficiencies for unit entry doors on units not in the sample.~~
- ~~• If a sample building has no sample units to inspect, record any deficiencies observed on any unit entry doors on the building exterior in Building Exterior, Doors and any deficiencies observed on any unit entry doors in common area hall or corridor in Common Areas, Halls/Corridors/Stairs, Doors. Disregard the Note in the Building Exterior, Doors deficiency that says, “This does not include unit doors”.~~

~~There are two types of entry doors: (1) A building entry door is a door that leads from the exterior of a building into the interior. (2) A unit entry door is a door that leads from the exterior of a building or from a building common area into a unit. The entry door for a single-family home is considered a unit entry door. Record building exterior entry door as N/A. Interior doors within a building that lead from one common area into another are not considered entry doors.~~

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~~The Deficiency: Deteriorated/Missing Caulking Seals applies only to entry doors. Entry doors not originally designed with seals are not required by UPCS software to have seals. Inspectors must use their own professional experience and observation to determine whether or not a factory applied seal is or was present. Inspectors should not record a deficiency for missing or deteriorated after-market seals whether applied by property staff or residents.~~

~~When the inspector observes light around a closed entry door with a seal that exhibits no evidence of seal damage, record the deficiency as door hardware or door damage for observed light around the door.~~

~~FHEO 32" Wide Main Entrance: This inspectable item applies to all occupied building types.~~

~~FHEO Obstructed or Missing Accessibility Route to Main Floor entrance: This inspectable item applies to all occupied building types. Each main floor entrance, as defined in FHEO 32" Wide Main entrance above, must have an accessible route to and from it. Accessible routes include a level surface to the door, ramps where necessary and sufficient (36"0 width.~~

~~Fire Escapes: All buildings must have acceptable fire exits. Therefore, inspectors must never record fire escapes as N/A.~~

~~Foundations: The deficiency Cracks/Gaps are applicable to both foundation walls and floors (structure slabs).~~

~~Exterior Outlets: *Ground Fault Interrupter (GFI)*: Inoperable GFI outlets located on the building exterior are not a deficiency in the UPCS inspection software but will be recorded as a (Building Exterior, Health and Safety, Hazards, Any Other This does pose a risk of bodily injury) when observed unless that GFI can be associated with **a specific inspectable area**. *Ground Fault Interrupter (GFI)* Inoperable is an automatic non life threatening Health and Safety deficiency when recorded.~~

~~Lighting: An inspector must inspect all broken lighting fixtures or bulbs on the building's exterior and record deficiencies in Broken Fixtures/Bulbs as applicable. Site lighting not attached to a building must be assigned to nearest building and evaluated as a part of that building's exterior lighting. An exception to this rule is a deficiency for exterior lighting that is controlled (switched) from within individual units. These deficiencies must be recorded in Unit/Lighting of the associated unit.~~

~~Roofs: All roofs that have a permanent means of access must be inspected. A stairway leading to a roof, a ladder permanently affixed to a wall, or any other apparatus that does not require the use of a portable ladder is considered a permanent means of access. An inspector is not required to access the roof when a permanent means of access is not available.~~

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~~The levels of deficiency, Missing/Damaged Shingles, apply to both missing and damaged shingles.~~

~~Storage: Not all structures have basements, but may have storage areas, as designated by POA.~~

~~Inspectors are required to inspect all areas accordingly.~~

~~Wall holes in a building wall that serve an intended use should not be recorded as a deficiency; however, holes that have been abandoned or are no longer serving their intended use must be recorded as a deficiency in Missing Pieces/Holes/Spalling as applicable.~~

~~Windows: As a result of a software update on 9/21/01, sample buildings may now be generate which contain no sample units. Therefore, the deficiencies, Broken/Missing/Cracked Panes, Missing/Deteriorated Caulking/Glazing Compound, and Security Bars Prevent Egress may have to be recorded in different inspectable areas depending on whether or not the sample building has sample units to be inspected. Record as follows:~~

- ~~• If a sample building has sample units and common areas, record any sample unit deficiencies observed in the window inspectable defects above within their associated units and common areas deficiencies observed in the common areas inspectable defects within their common area location with one exception; Window screen related deficiencies observed in sample units and common areas should be recorded in Building Exterior, presently there is no place in unit or common areas window to record window screen related deficiencies.~~
- ~~• If a sample building has no sample units to inspect, record all window deficiencies observed whether in common areas or any unit in Building Exterior, Windows.~~

~~Insulated glass units (thermopane) that show evidence of seal leakage such as condensation or discoloration between the glass panes must be recorded as a Missing/Deteriorated Caulking/Glazing Compound, Level 3 deficiency.~~

~~When fixed security bars are present that cover a window that is the only second means of emergency egress from a floor area (room, unit, building) on the third or lower floor, the deficiency Security Bars Prevent Egress must be recorded. However, a deficiency must not be recorded for windows that are not large enough or not otherwise designed for egress.~~

~~A hasp attached to moveable security bars is not a deficiency provided that the inspector can test the bars to evaluate proper operation. However, a lock on moveable security bars, requiring a key (special tool) to open, whether locked or unlocked at the time of inspection, must be recorded as a Security Bars Prevent Egress deficiency, when the window is the only second means of emergency egress from a floor area on the third or lower floor.~~

~~Child Safety window guards should not be considered as “Blocked Egress”.~~

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### ~~BUILDING SYSTEMS~~

~~Building Systems General Information: As a result of a software update on 9/21/01, sample buildings may now be generated which contain no sample units. In the case where a building system inspectable item (HVAC, Fire Protection, etc.) is located inside a unit and is not visible to the inspector, the protocol requires the inspector to record NOD for the item and make a comment in the Building Comments field identifying which item could not be inspected because it was located in a unit that was not is the sample.~~

~~Domestic Water: The extension or drip leg on a pressure relief valve located on a hot water heating system must be no more than 18” from the floor.~~

~~Electrical System: The inspector should record electrical deficiencies for electrical equipment that services more than one specific area of the building (main electrical panel) within Building Systems. Electrical deficiencies for electrical equipment that services a specific area of the building (community room, hallway, etc.) should be recorded in their respective locations.~~

~~All exterior electrical boxes (see below exception regarding timer and disconnect) below the meter base belong to the property. Exterior Panel boxes contain electrical devices such as fuses or circuit breakers and must be inspected for electrical deficiencies (missing cover, missing breaker, evidence of corrosion, etc.). If the exterior panel box was designed with an internal cover and it is missing, record the deficiency as Missing Cover. If it was not designed to have an internal cover, do not record a deficiency. However, inspector must record any H&S issue such as exposed wires observed on any electrical box that is not locked. Locked exterior panel boxes are not a deficiency if property personnel can quickly provide access. Otherwise, these should be recorded as Blocked.~~

~~Access to electrical Panel: If the first exterior panel box inspected showed no internal cover in the original design, inspector can avoid opening the remaining secure panel boxes that are of the same design.~~

~~All other electrical boxes (interior and exterior) such as timers and disconnects must be inspected provided that doing so will not interrupt electrical service or require the use of tools such as keys for locks, screwdrivers, cutters, etc. For the purpose of clarification, plastic ties are not considered secure locked.~~

~~All interior panel boxes must be inspected. Locked interior panel boxes are not a deficiency, if property personnel can quickly provide access. Otherwise, these should be recorded as Blocked~~  
~~Access to Electrical Panel.~~

~~A missing elevator motor room control panel cover must be recorded as a Missing Cover deficiency if the control panel was designed to have a cover. If a cover was not part of the design, do not record a deficiency.~~

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~~Inoperable GFI outlets located on the building exterior are not a deficiency in the UPCS software but may be recorded as a Building Exterior/H&S/Hazards/Other when observed.~~

~~Do not inspect Non-POA owned utility boxes. Non-POA utility boxes are any ahead of the meter base.~~

~~Emergency Power: The inspectable defect Run-Up Records/Documentation Not Available is applicable to Emergency generators only.~~

~~Fire Protection: Buildings must meet the requirements of local and state fire safety codes. As a result, some buildings have fire extinguishers, while others do not. If fire extinguishers are not present and there is no evidence that they are supposed to be present (mounting brackets, fire cabinets, etc.), it is not a deficiency.~~

~~All fire extinguishers observed must be inspected, resident owned and property owned.~~

~~Applicability of the definition for Missing/Damaged/Expired Extinguishers:~~

- ~~• Level 1: Applies to an individual building with only fire extinguishers and no other fire control system. Record a deficiency if 5% or less of the extinguishers is missing, damaged, or expired.~~
- ~~• Level 2: Applies to an individual building regardless of the number of fire control systems. Record a deficiency if more than 5% but no more than 10% of the extinguishers are missing, damaged, or expired.~~
- ~~• Level 3: Applies to an individual building regardless of the number of fire control systems. Record a deficiency if more than 10% of the extinguishers are missing, damaged, or expired.~~

~~OR~~

- ~~• Level 3: Applies to an individual building regardless of the number of fire control systems where extinguishers are installed in common areas on each floor, typically low rise/garden apartments and mid/high rise apartment buildings. Record a deficiency if there is not an operable/non-expired fire extinguisher on each floor. For clarification purposes, the statement applies only if there is evidence that the floor used to have one.~~

~~A missing/damaged/expired fire extinguisher in a sample unit should be recorded as a deficiency based on the sample unit's proportional representation of the total number of sample units inspected within an individual building. For example, in a row/townhouse building with 3 sample units, if 2 of the sample units have expired extinguishers, 66% of the extinguishers are deficient, a Level 3 deficiency.~~

~~Inspector should track the number of Fire Extinguishers located in each building to determine the level of deficiency. The total number of fire extinguishers for a building shall include, but is not limited to sample unit fire extinguishers and common area fire extinguishers.~~



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~~When inspecting for hoses, use the inspectable defect, Missing/Damaged Expired Extinguishers to record deficiencies by substituting fire hoses for fire extinguishers within the levels of the deficiency. The UPCS software does not require fire hoses to have inspection tags. Do not record a deficiency for fire hoses with expired or missing tags.~~

~~HVAC: HVAC in Building Systems is only N/A when all HVAC systems within a building are located only within the units and are not being used to service common areas.~~

~~Sanitary Systems: A missing floor drain cover in a bathroom shall be recorded as a level 3 deficiency. Any damaged drain, manhole or cleanout covers shall be recorded as a level 3 deficiency under “the protective cover missing”.~~

### COMMON AREAS

~~Common Areas General Information: Medical equipment found in nursing and group homes is not included in the UPCS software and must not be inspected.~~

~~It is not a UPCS requirement for POA to provide smoke detectors in common areas. However, if it is there, it must function.~~

~~Basement/Garage/Carport: Record common area garage and carport deficiencies in this inspectable item only when these are attached to or within the confines of the building. For freestanding garages, see General Information, Buildings.~~

~~Ceiling: Hole, paint, and water stains/water damage/mold/mildew defects are cumulative when they appear on any one ceiling surface (per room). Smoke, grease or dirt on ceiling surfaces that can be washed off is not considered deteriorated paint. When a repair is done to a textured ceiling (popcorn/stippled) it is very difficult to make the repair blend seamlessly into the surrounding ceiling. The UPCS protocol allows for ant single floor area (room) to have a cumulative total of less than four (4) square feet of this type of ceiling repair. If the repair exceeds four (4) square feet in any single floor area, it will be recorded as an NIS repair in the appropriate area.~~

~~**Drywall Repair:** Sheetrock, tape and mud are the correct materials to repair holes in sheetrock. Simply covering a hole or damaged drywall with plywood/laminate is not correct. The exception to this rule regarding sheetrock repair is for intentional holes in the sheetrock to allow for access to plumbing, electrical, telephone, etc. These access points shall be covered, secured and may use alternate materials other than sheetrock to cover the access point. The inspector will require that a sampling of these access points covers be removed to verify the purpose of cover. The inspector will write up any access point for needing paint if the color does not match the wall color in the area under “needs paint” with the appropriate NIS comment.~~

~~FHEO 36” Wide Interior Hallways: This inspectable item only applies to an occupied multi-~~

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story building with an elevator. All interior hallways to units and building common areas must be at least 36" wide. For buildings with no elevator, record as N/A.

~~FHEO Accessible Outside Common Areas: This inspectable item applies to all occupied buildings, regardless of building type, that have areas outside of the building that are commonly used by all residents. Outside common areas include parking lots, freestanding or attached common buildings (laundry building, etc.), patios, and play areas, etc.~~

~~Doors: There are two types of entry doors: (1) a building entry door that leads from the exterior of a building into the building interior, and (2) a unit entry door that leads from the exterior of a building or from a building common area into a unit. If an inspector observes a deficiency on the entry door of a single family building, the deficiency must be recorded under (Unit), (Doors). (Building Exterior), (Doors) would be marked as "NA".~~

~~A lock is not required on any door. If a lock was installed it must be inspected to ensure that it functions as designed with the exception that common area interior doors (not unit entry) may have missing locks. Inspectors must distinguish between locks that are intended to prevent others from entering a room and hardware that allows a door to latch (e.g. knob set or passageway set). Door hardware that is designed to latch and hold the door in place is not a lock and must function as designed.~~

~~The deficiency Deteriorated/Missing Caulking Seals applies only to entry doors. Entry doors not designed with seals are not required by the UPCS protocol to have seals and shall not be recorded as a deficiency. When the inspector observes light around a closed entry door with a seal that exhibits no evidence of seal damage, it is a deficiency that is recorded. Insulated glass and thermal pane doors that show evidence of seal leakage must be recorded as a deficiency. Screen, storm, and security doors are defined as follows and will be inspected as part of the associated Common Area or Unit: A screen door has a screen with or without a locking device. A storm door may have a glass panel but is designed to provide protection to the entry door. A security door is designed to provide added security through strength and has additional locks and/or locking mechanisms. Holes left in doors from removal of hardware must be evaluated as door surface damage. A door missing from its jamb or frame is recorded as [Door is missing] regardless of whether the door is in the immediate area or not. Double doors that serve one door entrance are one door. Record as one missing door if one or both are missing. Doors removed by the property, other than elderly or handicapped units, must have all evidence of their previous existence removed. If most doors are painted or varnished, then any unpainted or unvarnished door is a deficiency. A stick is no longer an acceptable alternative to an inoperable lock for a sliding glass door. It may be used as a secondary only. Doors with auto closing devices will get two (2) attempts for closure. One at 45 degrees and two at 90 degrees. If after two attempts and door fails to latch it is a defect. No repairs are allowed during inspection. Delaminated wood or metal door surfaces that are screwed together is considered an NIS repair. A missing strike/latch plate from a doorframe is a missing hardware deficiency.~~

~~Electrical System: The inspector will not record a deficiency for missing covers or exposed bare wiring for low voltage (telephone lines, security systems, etc.) or cable television wiring.~~

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~~Even though non-property utility boxes are not inspected, any observed Health and Safety defects are to be recorded. Health and Safety Life Threatening. Any electrical panel/box that is designed to have an interior cover but the cover is missing; exposing bare wires/connections will be recorded. Electrical panels (breaker/fuse boxes) that are secured at the time of inspection (except for disconnects and timer boxes) must be made accessible. If it is not accessible, it will be recorded as Blocked access to electrical panel. Any foreign materials within the panel to cover or fill a crack is prohibited and considered an NIS repair. Recorded as an H&S Electrical Hazard. Timer and disconnects that are not secured must be inspected, if the cover is missing a [Building Exterior, Health and Safety, Electrical Hazard, Exposed bare wires] deficiency will be recorded. An opening or gap must be measured to be greater than a ¼ inch between the breakers/fuses and internal cover is an electrical hazard. All surfaced-mounted electrical devices must be inspected for any missing knockouts. A missing elevator control panel cover must be recorded as a deficiency if the control panel was designed to have a cover. Ground Fault Interrupter (GFI) Inoperable is an automatic non-life threatening Health and Safety. Inspection of Zip Ties If the inspector sees a reason why they should be tested (e.g. sun baked, color is worn and faded, etc.) and when tested it breaks off in their hands and exposes bare electrical wiring or connections it is a defect. Property Authorized Agent (POA) can reset a tripped breaker. The exception to this is the testing of the GFCI and AFCI breakers.~~

~~Exit Signs: All exit signs need to be illuminated day and night either internally or externally. Exit signs designed with a testing feature are to be tested and must function as designed. Recorded as (Common Area, Health and Safety, Emergency/Fire Exits, Exit Signs).~~

~~Floors: Stains on soft flooring (e.g., carpeting) affecting at least 5% but less than 10% of the total similar soft floor material on any single room should be recorded as a Level 1 deficiency. Stains affecting 10% to 100% should be recorded as a Level 2 deficiency. Mismatched floor covering (color/texture) is acceptable in common area if it is less than 5% of a single floor area. If more than 5% it will be recorded as a NIS repair.~~

~~Hallways/Stairs: A handrail is required for four or more risers not separated by a landing. Any stairs that are attached to a building that service multiple units will be addressed as Common Areas Hall/Corridors/Stairs.~~

~~HVAC: If a cover is missing on a convection or radiant heat system, it results in sharp edges and a burn hazard. Both are recorded as Health and Safety. Gas HVAC flue vent piping shall be inspected to ensure that it has no gaps in the piping and the piping size runs from either on continuous size or runs from smaller to larger beginning with the smaller piping at the HVAC system.~~

~~Kitchen Items: Cabinet deficiencies are based on defects observed on individual components (doors, drawers, or shelves) as a percentage of the same component's total for the entire cabinet system.~~

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~~Damaged: One Shelf ————— Total components: 12=8% damaged=NOD~~

~~Damaged: Two Doors ————— Total components: 20=10% damaged=Level 2~~

~~Damaged: Six ————— Total components: 8=75% damaged=Level 3~~

~~Delaminating is to be recorded as cabinet damage. Surface chipping or finish deterioration is not a recordable defect. An exhaust fan in a kitchen that has been intentionally blocked is a deficiency, unless there is an operable window in the kitchen. If the range hood is missing the filter, and there is no operable window in the area, an inoperable Level 3 deficiency shall be recorded~~

~~Stoves: Inspectors will no longer turn on or off ranges/stoves/ovens. The POA must turn on and off and allow inspector to verify appliance functions as intended. Inspectors shall inspect/test both elements in electric ovens. Meaning the broiler and bake elements are to be tested separately. If either element is inoperable, it shall be recorded as a deficiency. If aluminum foil is in the oven or on top of the stove, this is not a defect. In a common area if flammable items are found on top of the stove or stored inside of oven it shall be recorded as a “Hazards Any Other Hazard” If the stove is unplugged the inspector shall allow the POA to plug it in for proper testing for correct operation. Burners: If a burners pilot is out on a gas stove a Level 1 shall be recorded, if a burner is inoperable a Level 2 shall be recorded, If 2 or more burners are inoperable a Level 3 shall be recorded.~~

~~Sink: If a kitchen sink has two separate sides, inspectors shall test both drains. Sink sprayers are only evaluated for leaks.~~

~~Refrigerator: A one inch or less split or tear in the gasket that has been repaired is no longer a defect. However, anything other than this will be recorded as a defect.~~

~~Laundry: Leaking faucets on laundry tubs are not a recordable deficiency. If an interior dryer vent filter box is properly filled with water and attached to an electric dryer no deficiency shall be recorded. Gas dryers must be connected and vented to exterior.~~

~~Lighting in common areas where light bulbs are inoperable, light bulbs are not to be considered in the cumulative percentage if the fixture is proven operable. The deficiency deals with whether the fixture is broken. Bulbs are not addressed in the definition.~~

~~Outlets/Switches: Outlet/Switch if damaged or missing Level 3 defect. Any burnt outlet will be recorded as a Level 3 Health and Safety Hazard.~~

~~Pools and Related Structures: Swimming pools must be operational during the summer season. During the remainder of the year, do not record a deficiency for a pool that is not operational, record as NOD.~~

~~Patio/Porch/Balcony: Damage to a concrete slab porch or entry stoop must be recorded in Site, Walkways/Steps unless associated with a unit.~~

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~~Storage: When there is a storage area designated by the property and it is in the basement, it will be inspected as part of the basement. If the storage area is located elsewhere, unless it is inside a sample unit basement, it is inspected as part of the Common Areas.~~

~~Walls: An inspector must evaluate Trim is Damaged or Decayed on any one wall as a percentage of the total trim on that one wall surface. Smoke, grease or dirt on wall surfaces that can be washed off is not deteriorated paint. Firewalls between townhouse units are not evaluated for fire safety as part of the UPCS protocol. Drywall Repair Sheetrock with mud and or tape is the correct means of repair. The exception to this rule regarding sheet rock repair is for intentional holes in sheetrock to allow for access to plumbing, electrical, telephone, etc. The covers must be secure and painted to match surrounding area. True access panels.~~

~~Trash collection Areas: Inspectors must record any trash collection system component (chute, chute door, lock, counterweight, compactor, etc.) that has failed as a Chute Damaged/Missing Component, Level 3 Deficiency.~~

~~Windows: All window deficiencies observed in common areas must be recorded in their common area respective locations. See Building Exterior, Windows, for additional guidance. Insulated glass units (thermopane) that show evidence of seal leakage such as condensation or discoloration between the glass panes must be recorded as Missing/Deteriorated Caulking/Glazing Compound, Level 3. Child Safety window guards should not be considered as “Blocked Egress”. A stick is no longer an acceptable alternative to an inoperable lock for a window. It may be used as a secondary lock. If window is designed with two locks both must function. Thumb latches are not an acceptable alternative for wood or vinyl windows, however they acceptable alternative for aluminum framed windows if they can be operated without the use of a tool. Sash pins are NO LONGER acceptable as a substitute for defective balance (s), or a replacement lock. On third floor and below: Windows that cannot be opened will be recorded as a Blocked Egress Health and Safety.~~

### ~~UNIT~~

~~Unit General Information: Refrigerators, stoves, and window air conditioners owned by the resident must be inspected and deficiencies recorded as if the appliances were owned by the property.~~

~~The POA must provide access to all building common space and sample units within each building. In addition, within each sample unit, all rooms and closets must be accessible or the inspector must select an alternate unit. Inspectors are not required to move furniture to gain access to an inspectable area. If property personnel or the resident will not move the furniture or open a closed door to provide access, the inspector must select an alternate unit.~~

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~~For client rooms, record a kitchen or bathroom in a sample unit when it may be accessed only through the unit. If a kitchen or bathroom is accessed through a common area, deficiencies must be recorded appropriately in Common Area. If no kitchen or bathroom may be accessed through the unit, record N/A for kitchen and/or bathroom as applicable.~~

~~If a utility has been disconnected in a sample unit, record the unit as uninspectable, reason “Other Hazard”, and select an alternate unit. In the unit Comments field, indicate which utility was disconnected. For Multifamily Housing properties, inspector will need to inspect units with disconnected utility if vacancy rate percentage exceeds 15% for the property.~~

~~Bathroom: All sinks, showers and tubs must be inspected by operating the hot and cold water faucets or controls. If no sinks or tubs in the unit have hot water, the inspector will record a defect for an inoperable water heater and will not record a defect for each of the sinks and/or tubs in the unit. A missing or inoperable mechanical stopper shall be recorded as a defect. A mechanical sink stopper must be completely removed if replaced with a rubber stopper or be recorded as a defect. Showerheads that leak are either a Level 1 defect “contained” or Level 3 defect “uncontained”. A missing showerhead is a Level 3 defect. The inspector can allow the POA to turn on the valve to allow proper testing of the sink or toilet. A missing shower floor drain cover is a defect.~~

~~Do not record a Ventilation/Exhaust System Inoperable deficiency for bathrooms constructed without either an exhaust fan or window.~~

~~If a roof exhaust fan, which vents bathrooms in a high rise, has failed, record a Systems, Exhaust System, Roof Exhaust fan Inoperable, Level 3 deficiency for the roof exhaust fan but do not record a deficiency for each unit bathroom that the roof exhaust fan serves.~~

~~Call For Aid: If a call for aid system is designed to have a pull string from the call switch, the string must be present and fully extended (baseboard height) or an Inoperable, Level 3 deficiency must be recorded.~~

~~Ceiling Hole, paint, and water stains/water damage/mold/mildew defects are cumulative when they appear on any one ceiling surface (per room).~~

~~Smoke, grease, dirt on ceiling surfaces that can be washed off is not considered “deteriorated” paint.~~

~~The levels of the deficiency: Ceiling—Holes/Missing Tiles/Panels/Cracks, apply to both missing and damaged ceiling tiles and panels.~~

~~Doors: If a majority of doors within a unit are painted or varnished, than any unpainted or unvarnished door must be recorded as a Damaged Surface—Holes/Paint/Rusting/Glass, Level 3 deficiency. If a majority is unpainted or unvarnished, do not record a deficiency.~~

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Do not record unit entrance door deficiency for units that are not in sample.

Locks are not required on doors, but if a lock was installed, it must be inspected to ensure that it functions as designed, with three exceptions:

- Common area interior doors (not unit entry) may have missing locks.
- 504 units may have missing locks.
- Public Housing bedroom doors may have missing or damaged locks.

Inspectors must distinguish between locks, which are intended to prevent other from entering a room, and hardware that allows a door to latch (knob set or passageway set). Door hardware that is designed to latch and hold the door in place is not a lock and must function as designed.

Double sided keyed knob locks and deadbolts, whether locked or unlocked, when observed on doors that serve as one of the two required means of egress from a floor area, are an H&S, Emergency/Fire Exits, Blocked/Unusable deficiency.

A stick is no longer an acceptable alternative to an inoperable lock for a sliding glass door. A stick may be used as a secondary lock but cannot be used as a primary means of securing door.

Significant peeling/cracking/no paint, rust which affects the integrity of the door surface, or broken/missing glass are applicable only to level 3 of the Damaged Surface deficiency. Holes ranging in size from ¼” to 1” on other than a bathroom or entry door are the only Level 2 deficiencies. A missing strike/latch plate from the doorframe shall be recorded as missing hardware.

Screen, storm and security doors are defined as follows:

- A screen door has a screen with or without a locking device.
- A storm door may have a glass panel but is designed to provide protection to the entry door.
- A security door is designed to provide added security through strength and has additional locks and/or other locking mechanisms.

The deficiency Damaged/Missing Screen/Storm/Security Door, Level 1 applies to missing as well as damaged screen and storm doors.

A door missing from its jamb or frame is recorded as a Missing Door regardless of whether or not it is in the immediate area.

Double doors that serve one door entrance are considered to be one door; Record as one missing door if one or both is missing.

Doors removed by property personnel in units, other than elderly or handicapped units, must have all evidence of their previous existence removed. The holes where the hinges were located

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~~as well as the mortised area of the hinges and the strike must be filled, sanded, and painted; otherwise record as a Missing Door deficiency.~~

~~While conducting an inspection, an inspector should not open closed doors within a unit without the permission of the resident, if present, or property personnel.~~

~~Group Homes are special use facilities (not unlike nursing homes); the rule applicable to 504 units should be applied. If management chooses not to allow the clients to have locks on said doors then we do not require them. Inspectors should exercise “professional common sense”.~~

~~Electrical System GFI Inoperable is an automatic non life threatening health and safety deficiency Level 3 when recorded.~~

~~Ground Fault Interrupter (GFI) and Arc Fault Circuit Interrupter (AFCI) circuit breakers in electrical panel boxes must be tested by pushing the test button to trip the breaker and resetting. An opening or gap when measured and found to be greater than a ¼ inch between the breakers/fuses and the internal cover of an electrical panel is an electrical hazard. Level 3 Health and Safety defect.~~

~~Floors: Stains on floor covering depends on stained area. 5-10% Level 1. 10-50% Level 2. 50-100% Level 3. When determining floor damage severity, the total percentage is based on total area similar materials floor covering in a single room. Mismatched floor covering color/texture is acceptable in a unit if it is less than 5% of a single floor area. More than 5% will be recorded as a Non-Industry Standard (NIS)~~

~~Hallways/Stairs: A handrail is required for four or more risers not separated by a landing. Any stairs that are attached to the building that service a single unit will be recorded as part of the individual unit that it services.~~

~~Water Heater: The extension or drip leg on a pressure relief valve located on a water heating system must be no more than 18” from the floor or piped to a designed system, otherwise it must be recorded as a deficiency. A water heater is never recorded as NA whether or not the tank is actually located within the unit. Record deficiencies for the hot water system in either Unit/Water heater or System/Domestic Water whichever is most appropriate. A leaking hose bib that services a single unit will be recorded as a defect under Unit Water Heater. When the hose bib services a single common area or multiple units will be evaluated as System-Domestic Water. Gas water heater vent flue piping shall be inspected to ensure that it has no gaps in the piping (sometimes hidden by tape) and the piping size runs from either one continuous size or runs from smaller to larger beginning with the smaller piping at the water heater.~~

~~Kitchen Cabinet deficiencies are based on defects observed on individual components as a percentage of the same components’ total for the entire cabinet system. For example, if 2-~~



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~~drawers and 2 doors (4 components) are damaged in a cabinet system comprised of 8 drawers and 20 doors (28 components), 14% of the cabinets have damage, a Level 2 deficiency.~~

~~Delaminating should be recorded as cabinet damage when applicable but surface chipping or finish deterioration is not a recordable defect.~~

~~Damage to laminate countertops is only recordable as a deficiency when it occurs below the laminate and 20% or more of the countertop is affected. Level 2 defect.~~

~~An exhaust fan in a kitchen that has been intentionally blocked is a Range Hood/Exhaust Fans-Excessive Grease/Inoperable, Level 3 deficiency unless there is an operable window in the kitchen. If the range hood is missing the filter, and there is not an operable window in the area, an inoperable Level 3 defect shall be recorded. When the filter is missing, the inspector will not record a health and safety for sharp edges.~~

~~Inspectors will no longer turn on or off any ranges/stoves/ovens. The POA must turn on and off, while allowing inspector to verify. On a gas stove, if a burner(s) is not functioning, the property personnel must be given an opportunity to check the pilot light(s) and re-light it if it is out. If all burners are operable after re-lighting the pilot, record a Range/Stove-Missing/Damaged/Inoperable, Level 1 deficiency. If a burner(s) still does not function, record a Level 2 or Level 3 deficiency as applicable. If the POA does not wish to check or light the pilot, record a Level 2 or Level 3 deficiency as applicable. On electric stoves, the inspector will inspect/test both oven elements. If aluminum foil is in the oven or on top of the stove, this is not a defect. Flammable items on top of or inside will be recorded as Hazards-Other Hazards.~~

~~Sinks: If a kitchen sink has two separate sides, inspectors shall test both drains to evaluate for leaks. Sink sprayers are only evaluated for leaks.~~

~~HVAC System: When a cover is missing on a convection or radiant heat system, a Convection/Radiant Heat System Covers Missing/Damaged, Level 3 deficiency must be recorded. In addition, if sharp edges and/or a burn hazard are present, the inspector must record those hazards manually in H&S, Hazards, Sharp Edges and/or Other \*(for burn hazard) as applicable. Gas HVAC flue vent piping shall be inspected to ensure that it has no gaps in the piping (sometimes hidden by tape) and the piping size runs from either one continuous size or runs from smaller to larger beginning with the smaller piping at the HVAC system.~~

~~Laundry Area: Leaking faucets on laundry tubs are not a recordable defect in the UPCS software. If an interior dryer vent filter box is properly filled with water and attached to an electric dryer, do not record a defect. These devices are not intended for use on gas dryers. Gas dryers must be vented to the exterior.~~

~~Lighting: Fixture/lamp globes or bowls are not considered part of the lighting system. Inspectors are no longer required to inspect rooms designed with no light switch for lighting.~~

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~~related deficiencies. However, the inspector is still required to inspect permanent light fixtures for proper operation per the UPCS definition. A closet is considered as a separate room for light fixture assessments.~~

~~Outlets/Switches: The deficiency Missing (Outlets/Switches) pertain to both missing and damaged outlets and switches. Any burnt outlet will be recorded as a Level 3 Health and Safety Hazard.~~

~~Patio/Porch/Balcony: Damage to a concrete slab porch or entry stoop must be recorded in Unit Floors Patio/Porch/Balcony as applicable.~~

~~Record damage to balusters and side rails in Unit Patio/Porch/Balcony. All other deficiencies observed on unit patios, porches and balconies must be recorded in the associated unit.~~

~~Smoke/Carbon Monoxide Detector (s): Smoke detectors within a unit must be operable and located on each living level. Living level is defined as areas where residents spend the majority of their time. Because CO is undetectable through sight, smell, sound, or touch, a device is required to determine the presence of high and dangerous concentrations of CO gas in a residence. The detectors are typically installed outside of sleeping areas in units with fuel fired/burning appliance(s), and/or an attached garage, and installed in bedrooms that contain a fireplace or fuel fired/burning appliance.~~

~~Walls: An inspector must evaluate Damaged/Deteriorated Trim on any one wall as a percentage of the total trim on that one wall surface. Missing trim, previously applied, must also be included. Walls: An inspector must evaluate Trim is Damaged or Decayed on any one wall as a percentage of the total trim on that one wall surface. Smoke, grease or dirt on wall surfaces that can be washed off is not deteriorated paint. Firewalls between townhouse units are not evaluated for fire safety as part of the UPCS protocol. Drywall Repair Sheetrock with mud and or tape is the correct means of repair. The exception to this rule regarding sheet rock repair is for intentional holes in sheetrock to allow for access to plumbing, electrical, telephone, etc. The covers must be secure and painted to match surrounding area. True access panels.~~

~~Smoke, grease or dirt on wall surfaces that can be washed off is not considered “deteriorated” paint.~~

~~Windows: All window deficiencies observed in sample units must be recorded in their respective units. Do not inspect windows in units not in the sample; see also Building Exterior, Windows, for additional guidance. All windows in sample units must be inspected (tested). Window screen related deficiencies observed in sample units should be recorded in “Unit Windows Screens”. Level 1 defect.~~

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~~A stick is no longer an acceptable lock for a window; a stick may be used as a secondary lock but cannot be used as a primary means of securing the window.~~

~~Applicability of the deficiency inoperable/Not Lockable: For ease of comprehension, the deficiency is broken into two parts: Inoperable addresses the operation of a window (i.e. cannot be opened to closed due to damage to frame, faulty hardware, etc.); and Not Lockable addresses only the lock.~~

- ~~• Inoperable: All windows must operate as designed. Record an Inoperable/Not Lockable, Level 1 deficiency for all windows, which do not operate as designed. Except for the following two situations. (1) Windows which are damaged and cannot be opened that provide the only second means of egress from a floor area (room, unit, or building) on the third floor or below must be recorded as an Inoperable/Not Lockable, Level 3 deficiency with an H&S, emergency/Fire Exits, Blocked/Unusable deficiency: (2) Windows, which are damaged and cannot be opened on the fourth floor and above, where there are no other operable windows in the same floor area, must be recorded as an Inoperable. Not Lockable, Level 3 deficiency.~~
- ~~• Not Lockable: All windows which are accessible from outside (ground level or by means of an exterior stairway) must be lockable. Record an Inoperable/Not Lockable, Level 3 deficiency if they cannot be locked. In addition, all other windows, which are designed to lock, must lock or an Inoperable/Not Lockable, Level 3 deficiency must be recorded. Windows, except those accessible from the outside, that are not designed to lock are not a deficiency.~~

~~Insulated Glass units (thermopane) that show evidence of seal leakage such as condensation or discoloration between the glass panes must be recorded as Missing/Deteriorated Caulking/Glazing Compound, Level 3.~~

~~When fixed security bars are present, that cover a window that is the only second means of emergency egress from a floor area (room, unit, or building) on the third or lower floor, the deficiency Security Bars Prevent Egress must be recorded. However, a deficiency must not be recorded for windows that are not large enough or not otherwise designed for egress.~~

~~A hasp attached to moveable security bars is not a deficiency provided that the inspector can test the bars to evaluate proper operation. However, a lock on moveable security bars, requiring a key (special tool) to open, whether locked or unlocked at the time of inspection, must be recorded as a Security Bars Prevent Egress deficiency, when the window is the only second means of emergency egress from a floor area on the third or lower floor.~~

~~Child Safety window guards should not be considered as “Blocked Egress”.~~

~~Industry Standard Repair: All repairs to address UPCS deficiencies in preparation for a REAC inspection shall be made in a good and~~

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~~workmanlike manner with materials that are suitable for the purpose and free from defects. The phrase “good and workmanlike manner” means: a. Ensuring that the component, as repaired, performs its intended function/purpose; and b. Finishing the repair in a manner reasonably compatible with design and quality of the original and adjoining decorative materials.~~

~~Clarifying Guidance: Each repair is made in accordance with the industry standard for the inspectable item (e.g., a hole in the drywall is repaired using the same or equivalent materials, materials have the same texture, minimal deviation from and/or have an indistinguishable difference from the original esthetics/appearance.) A deficiency will be recorded for each sub-standard repair made to avoid or disguise an observed deficiency based on the size of the area affected and/or the item inspected.~~

### HEALTH AND SAFETY

~~When noting the location of a Health and Safety defect, inspector should take caution not to record in the wrong location for that defect.~~

~~Emergency/Fire Exits: The Blocked/Unusable (Emergency/fire Exits) deficiency is only applicable to blocked or unusable emergency/fire exits on the third or lower floors. All floor areas (room, unit or building) on these floors must have a minimum of two independent unobstructed exits. The deficiency applies as follows:~~

~~If the only window in a floor area (room, unit, or building) is blocked by a window air conditioner, furniture, or any other obstruction, including an inoperable window sash and the area has only one exit door, the inspector must record a Blocked/Unusable deficiency.~~

~~There are four (4) areas to record Blocked/Unusable (Emergency/fire Exits); (1) H&S — Building Exterior; (2) H&S — Systems; (3) H&S — Common Areas; and (4) H&S — Units. Record where observed.~~

~~All Blockages, which limit a person’s ability to exit a room in case of emergency, is considered a deficiency. Professional common sense and inspector knowledge are to be applied.~~

~~In the comment field for the deficiency, the inspector should explicitly state why the obstruction prevents egress. If a resident could easily climb over or otherwise traverse the furniture or obstruction, there is no deficiency. Keep in mind the property’s resident population (family, elderly, handicapped, etc.), when making a determination of this defect.~~

~~—Common Area Doors Blocked Fire Exits with Double Keyed Deadbolts:~~

~~Double-sided keyed deadbolt locks in Common Areas are an EH&S deficiency when they serve as the entrance or exit points for residential units into hallways, lobbies, stairways, and similar areas. This does not apply to common areas in residential buildings that are not the intended egress for residential units such as laundry rooms, shops, and offices.~~

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~~Unit Doors Blocked Fire Exits with Double Keyed Deadbolts: Double-sided keyed knob locks and deadbolts, when observed on doors that serve as one of the two required means of egress from a unit floor area, are a Health & Safety, Emergency/Fire Exits, Blocked/Unusable defect. This applies to all doors on all floors that serve as a main or primary means of exit. A primary exit door is the main means of egress from a floor area such as a bedroom, kitchen, or living room.~~

~~Flammable Materials: If an inspector observes flammable materials still in the original container (such as, but not limited to: hair spray, other types of aerosol cans, finger nail polish remover, butane lighter fluid, charcoal lighter fluid, paint thinner, etc.), and they are being stored in a safe place (such as under a kitchen sink, hall closet, etc.), then an inspector should not record a defect. If the above items are being stored in close proximity to an open flame, electrical or heat source (such as, but not limited to: a gas hot water heater, a gas HVAC unit, electric heaters, electrical switches/outlets, electrical panels, lighting, etc.), then it will be recorded as a defect.~~

~~If easily combustible items (such as, but limited to: paper, plastics, boxes, clothes, etc.), are being stored in close proximity to an open flame or heat source, then it will be recorded as a defect.~~

~~Lawnmower/gasoline that is properly stored in a garage is not a defect.~~

~~If a unit has a storage room that is only accessible from outside of the unit (and not accessible from within the unit), then it is not a defect.~~

~~Propane tanks or gas power equipment stored outside of a building, but in close proximity to the building is not a defect.~~

~~Infestation: If the inspector actually observes bed bugs, he/she will record a Health & Safety Infestation.~~

# Appendix D

# Southern Nevada Regional Housing Authority – Maintenance Plan

## Vacant Unit Procedure

- 1) Once notified of vacancy a Pre-Move Out inspection must be scheduled within 7 days. Use the QC Inspection type to issue a work order in Yardi. Manager will update status in Yardi
- 2) Maintenance Supervisor/Manager will conduct Move-Out Inspection, take photos and upload to Yardi, and reconcile charges.
- 3) Secure Unit and change locks or cylinders
- 4) Conduct pest control inspection and schedule vendor with Manager's approval
- 5) Maintenance Supervisor/Manager will give target ready date in Yardi
- 6) Assign staff by work order
- 7) Order materials as necessary
- 8) TRASH OUT:
  - a) Complete cleanout including hauling trash and/or furniture
- 9) MECHANICALS:
  - a) Service appliances-Stoves: burners, knobs, racks, seals, elements, etc.
    - aa) Refrigerators: gaskets, panels, bulbs, coils, shelves, drawers, handles, etc.
    - bb) Dishwashers: seals, racks, rollers, filter, etc.
    - cc) Microwaves: seal, handle, tray, controls, etc.
  - b) Furnace/air conditioner-filters, coils, fan motor, condensation pump/line, controls, etc.
  - c) Water heater-valves, water connections, flue, electrical connection, gas connection, etc.
  - d) Exhaust fans-filters, light bulbs, motors, blades
  - e) Dryer vents
- 10) ELECTRICAL:
  - a) Repair/replace switches/outlets/GFCI/covers
  - b) Check circuit breakers
  - c) Lighting fixtures and globes/bulbs
  - d) Smoke-c/o detectors- check dates. Only good for 10 years from manufacture date
- 11) PLUMBING:
  - a) Repair/replace kitchen sinks-faucets, strainers, drains, garbage disposals, valves
  - b) Repair lavatory sinks-faucets, stoppers, drains, valves
  - c) Repair tubs/showers-faucets, strainers, stoppers, drains, valves
  - d) Repair toilets- valves, ballcocks, seats, flappers, gaskets, bolts
  - e) Repair/replace washing machine bibs and drains
- 12) GENERAL:
  - a) Repair/replace doors, hinges/glides, locksets, latches, peepholes, hardware
  - b) Repair/replace windows- screens, glass, locks/latches, blinds or schedule vendor with Manager's approval
  - c) Repair/replace kitchen cabinets, drawers, tracks, hinges, knobs, shelves, finish
  - d) Repair/replace countertops or schedule vendor with Manager's approval
  - e) Repair/replace bath vanities
  - f) Repair/replace flooring-carpet/tiles or schedule vendor with Manager's approval
  - g) Repair/replace medicine cabinets

## Southern Nevada Regional Housing Authority – Maintenance Plan

- h) Repair/replace closet shelves, rods
- i) Repair/replace railings/handrails
- j) Repair/replace stair treads

### 13) WALLS/CEILINGS/WOODWORK:

- a) Remove nails/hooks
- b) Repair/replace sheetrock-mud, texture
- c) Repair/replace trim/moldings
- d) Prep area for paint-clean surface with Tri-sodium Phosphate if needed, tape, paper, and drop clothes, shields
- e) Use Kilz 2 to prime stained or repaired areas as needed
- f) Touch up paint or full paint as needed or schedule vendor with Manager's approval
- g) Refinish cabinets as needed

### 14) COMMON AREAS:

- a) Check Fire Extinguisher for current tags and dates on extinguishers. Only good for 10 years from manufacture date
- b) Remove weeds/debris, trim trees, bushes, palms exterior or schedule vendor with Manager's approval
- c) Repair/replace fencing/blocks, concrete or schedule vendor with Manager's approval
- d) Check exterior hose bibs
- e) Repair/replace exterior siding or schedule vendor with Manager's approval
- f) Repair/replace roofing, soffit, fascia or schedule vendor with Manager's approval
- g) Check all electrical connections on exterior for proper installation and tags
- h) Check irrigation system for proper operation
- i) Check for mold all susceptible areas-abate or schedule vendor with Manager's approval

### 15) CLEANING:

Schedule vendor with Manager's approval.

- a) Refrigerator interior/exterior
- b) Stove interior/exterior
- c) Dishwasher interior/exterior
- d) Microwave interior/exterior
- e) Range hoods-filters
- f) Light Fixture-globes
- g) Cabinets-drawers interior/exterior
- h) Sinks-polish chrome fixtures
- i) Tubs/Showers, door tracks-polish chrome fixtures
- j) Toilets
- k) Medicine Cabinets
- l) Mirrors
- m) Windows/blinds interior/exterior
- n) Vents
- o) Ceiling Fans
- p) Closet Shelves
- q) Doors interior/exterior
- r) Flooring-carpet/tiles
- s) Exterior entry/patio/garage

16) Maintenance Supervisor/Manager will conduct final acceptance inspection

17) Close work order and update Yardi



08/19

# Appendix E

## Work Order Processing Procedure

**PURPOSE:** To ensure the timely printing, distribution, completion and close out of all work orders received. To provide a mechanism for conducting quality control to ensure we are providing the highest level of customer service to our clients.

**STAFF RESPONSIBLE FOR INITIATING PROCESS:** Residents or any SNRHA staff person.

**STAFF RESPONSIBLE FOR IMPLEMENTING ACTION:** Call Center staff , Maintenance Supervisor, Asset Managers.

**STAFF RESPONSIBLE FOR MONITORING:** Asset and Property Managers, Maintenance Supervisors, Directors of Affordable and Public Housing Operations or anyone designated in an acting position.

### **CALL CENTER HOURS AND METHOD OF OPERATION:**

- Call Center staff shall answer calls from clients from 7:00am to 5:45pm Monday through Thursday, excluding holidays. Call center phones will be transferred to the answering service at 5:45 p.m. or as soon as possible thereafter.
- Agency staff can call during all working hours using the employee line, 477-3100 or by email to wo\_dept@sivrha.org. The answering service will be used to answer calls only when the office is closed for business. This would include approved time for departmental and agency wide meetings and, or training only.
- Approval for answering service use must be given by the IT Manager prior to forwarding the calls.

### **PROCESS OF ENTERING SERVICE REQUESTS:**

- Residents, a household member, and or staff will place a service request to the call center.
- Service request is entered into Yardi.
- When the work order is generated, a work order number will be given. Work orders numbers will be verbally given to each resident at time of initial call.
- All work orders are defaulted with the current date/time and who created the work order.
- All work orders created automatically default to a “call status”, with the exception of Make Ready (vacancies). Make Ready work orders and recurring work orders will appear in the “scheduled status”.
- If the work order is an emergency, it will be dispatched immediately to the Maintenance Supervisor or designee. Call Center staff will attempt to call maintenance supervisor, then manager of site. If unable to reach either, they will send e-mail notifying of the emergency.
- Emergency work orders are date and time sensitive, within (24 hrs) for completion. All emergency work orders must be turned in immediately for closure upon completion of the abatement. All emergency work orders will be closed daily. If the work was abated, but another work order is needed to complete the repairs, then a new work order needs to be requested from the Call Center. Pay special attention to the call date and time.
- **Inspection work orders are completed through the Yardi Inspection app from a mobile device. Work orders are generated from the application and synced into the Yardi system.**

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- After hours staff documentation shall be entered each workday morning with any referrals to the day shift being entered first.

### PROCESS OF RETREIVING AND ISSUANCE OF WORK ORDERS:

- Maintenance Supervisor and or designee will run a work order detail report for their properties/AMP daily.
- Work orders are to be pulled, reviewed, scheduled and assigned no later than 8:00 am daily. By placing work order in a “scheduled status”, the Call Center will know that work order has been printed and assigned to staff if resident or staff inquire about status.
- **Manager to email Maintenance Supervisor and all other staff required of a vacancy and release Make Ready vacancy work order. If the Maintenance Supervisor is not informed of a vacancy, the Supervisor will not know the unit has been released because this work order is set on “scheduled status. If work order is not found in vacancy Dashboard, inform Manager immediately so work order is released. Once unit is vacant, utilities are to be turned on by Manager to ensure vacancy turnaround repairs.**
- Maintenance Supervisor/manager will separate work orders by order of priority: Emergency, Urgent, Routine, Make Ready, Preventive Maintenance (aka Annual Inspections). All non-emergency routine work orders will be closed within 3 business days of receipt.
- Maintenance Supervisor/manager will distribute work orders to maintenance staff by type and skill level: assigning appropriate work time for each work order. Maintenance Supervisor is to ensure a Customer Service Survey is attached to each work order.
- Maintenance staff shall leave door tag when entering a unit of a resident whom is not home.
- Pest control work orders will be given to Manager for pest control services follow-up.
- Maintenance Supervisor is to provide their Manager with a copy of the work order log daily.
- Maintenance Supervisor will retrieve all work orders distributed during the day, whether completed or still pending. Supervisor will review the work order for:
  - Staff has entered start and end times for repair
  - Staff has indicated if resident should be charged
  - Staff has entered what, if any materials were used. If no materials note as such.
  - Staff has indicated if the smoke alarm/fire extinguisher is operational.
  - Staff has written their first and last name on the work order as the person assigned for any repairs.
  - **Maintenance Supervisors must print and sign their name on the work order indicating they have reviewed it for completeness prior to submitting to the WO Department.**
  - Maintenance Supervisor/Manager to e-mail, fax or deliver work orders within 24 hours of completion for closure.

### FILLING OUT COMPLETED WORK ORDERS BY STAFF:

- When completing the tasks requested in work order, work order must be properly and clearly filled out. Writing must be legible. **The work order is a legal document.**
- List all employees that worked on the work order. Print first and last name NOT prior employee number. Employee labor hours are recorded by employee’s first and last name only.
- List all service codes performed. Service code for a Make Ready vacancy work order is 2300. For annual inspections is 2301, but all other service codes performed must be listed as well.

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(Attached Yardi service codes list and examples). Include detailed description of service provided.

- List all dates worked in work order.
- List all start and end times. Labor times should be accurate and concise. Example 10:18 am to 10:47 am. NOTE: For resident charges, Yardi will round to nearest 15 minutes for labor rates; however, for labor reporting should be actual time.
- Indicate status of work order status by either IC (incomplete) or C (completed).
- List all materials quantities/stock numbers/description of stock items and AMP warehouse location from where stock is being used. If using inventory stock ensure that the stock numbers are correct. If not an inventory item it must be marked as N/S (non-stock) or vendor purchased and list price if known. If items are not showing in Yardi as inventory items, the work order will be returned- not closed to manager and maintenance supervisor. The maintenance supervisor must correct inventory, and return for closure within 5 business days.
- Indicate if charges will apply to resident, y for (yes), n for (no) with proper amounts/totals as noted in the schedule of charges. (Attached).
- **Under technician notes explain the repairs made or any observance made and note accordingly.** If any lease violations found while performing jobs tasks, please note them on work order or complete a Maintenance Report to Manager.
- When completing make ready work order repairs, Maintenance Supervisor and Manager **MUST** conduct a final inspection of the vacancy before turning in the work order to the Call Center for close out process to ensure vacancy is ready for leasing. **Manager is to indicate the ready date on top of work order and sign next to date (example attached). Maintenance Supervisors will complete/close out make ready work order from that date. Make Ready work orders are high priority. Make Ready work orders MUST be closed out BEFORE leasing of unit to ensure proper PHAS tracking.**
- Pest control work order must be properly documented of what action was taken, was pest control vendor scheduled, indicate if unit was treated/dates and times. Manager to sign off and properly fill out work order.
- Maintenance Supervisor is required to give the Manager all work orders with charges. This especially includes move out charges on Make Ready. NOTE: All charges should be turned into manager within 10 days of unit becoming vacant in order for manager to process deposit accounting.
- Upon entering unit, smoke detectors and fire extinguisher **MUST** be inspected every time. Please ensure to certify this task was accomplished by checking the box indicated.
- If resident is home, please have resident sign and date or indicate that resident was not home and ensure to leave a door tag and copy of work order in unit to inform resident maintenance was in their home.
- Sign and date the work order.
- Any work order not completed in full should **NOT** to be signed off; it is the **Maintenance Supervisor's responsibility to ensure it is completed correctly before closure.** If the needed supplies have been ordered and have not been received within 10 days; the maintenance supervisor is to request permission to use the pro card to obtain the parts needed to complete the work order. In case of emergency, pro card may also be utilized.
- Any work order that needs to be referred to management or specialized maintenance, i.e. lock smith, is to be signed off as completed by the maintenance staff with the maintenance supervisor e-mailing in the referral work order.

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- Maintenance Supervisor is to ensure that copies of any reasonable accommodation work orders are submitted to the management office for documentation the R/A has been completed.
- Completed work orders must be delivered **daily**. Work orders are accepted by fax, e-mail, and drop ins. The Call Center e-mail address is: [wo\\_dept@snvrha.org](mailto:wo_dept@snvrha.org). The work orders e-mailed will be checked throughout the day. The Directors of Affordable/Public Housing shall be notified of work orders turned in after the above deadline along with all incomplete or incorrect work orders.
- **Managers and Maintenance Supervisors are to run an Open Work Order Report daily, to ensure there are no outstanding work orders showing on the report, which may have been turned in.**

### **QUALITY CONTROL OF WORK ORDERS BY MANAGEMENT STAFF:**

- Maintenance Supervisors are responsible for conducting 40% quality control on all work order received for the week. Quality control will be conducted by visiting the unit and utilizing the Work Order Quality Control Form. Maintenance Supervisors are to ensure the resident's telephone number is on the work order. Copies of work orders quality controlled, q/c form and the Work Order Log must be submitted to the Manager Friday of each week.
- Asset/Property Managers are to conduct 20% quality control by visiting or calling the resident to ensure the work was completed timely, efficiently and with good customer service. The manager will submit the results of their quality control to the supervisor weekly.
- Director of Affordable/Public Housing will conduct 10% quality control on the work orders submitted by calling the resident to ensure the quality of work performed and the level of customer service provided to the resident.

### **COMPLETING WORK ORDERS IN THE SYSTEM BY CALL CENTER STAFF:**

- Completed work orders will be closed in the order received, prioritized as follows:
  - 1) Make Ready work orders are to be closed out the same day if they are received by 3:00pm.
  - 2) Emergency work orders are to be closed out same day if received by 3 pm. (Note: Emergency work orders should be turned in when completed, and not held until end of day).
  - 3) Urgent work orders and routine work orders are to be closed out within 3 working days of receipt.
- Resident charges will be posted and copies of work orders and posted batches will be sent to Manager's for final posting. When the Call Center posts the batch and a batch number is created, it **DOES NOT** go into the resident's ledger. Maintenance recommends the resident charges and amounts, but the Manager has the option to change or not charge the resident in the final batch posting. The Managers have 3 business days to complete batch, and post charges to resident ledger. Managers must also send written notification to the resident of the charge along with a copy of the work order. This action must be complete no later than 3 days after receipt from work order department of initial batch. **NOTE: If the final processing of the batch is not posted by the Manager the resident will never be charged for the repairs done.**
- Once all information is entered in Yardi, the work order will be completed and placed in the work-completed status with completed dates as noted in the work order.

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- All completed work orders will be archived in the WO Department archive system. Copy must be kept at site in separate work order file for property.

### **QUALITY CONTROL OF WORK ORDERS BY THE IT MANAGER:**

The IT Manager is responsible for conducting 20% quality control on all work order received for the week. The IT Manager will be checking to ensure work orders were closed out in the Yardi system within the timeframes established.

Labor Reports from Yardi will be pulled at a minimum of once monthly (and more as required). It is expected site staff will reflect 75% productivity (and or applied time (6 hours daily) to their assigned sites). Maintenance Supervisors are to have a minimum of 17.5 hours of completed and documented work orders reflecting applied time.

# Appendix F

## Preventative Maintenance Policy

Preventative maintenance is work undertaken according to a schedule to prevent breakdown of major mechanical systems and equipment, and to prevent the deterioration of apartments and equipment. PHA Preventative Maintenance Program will include regular comprehensive inspections and repairs of all units, equipment, buildings, and common areas. Identifying these maintenance needs will help the authority reduce the frequency and severity of breakdowns and service interruptions. These inspections will include checking, measuring, observing, and correcting deficiencies found in the units, major mechanical systems, equipment/vehicles, exterior of units, and grounds.

The PHA Preventative Maintenance Program will be the key to achieving control of maintenance. It will reduce resident-generated work orders to a manageable level, speed up vacancy turnaround since units will be generally in better condition upon a vacate, and provide information to management for follow-up with regard to care of the unit by the occupant.

The Maintenance Department will have more control over the scheduling of preventative maintenance than it has over routine corrective or emergency maintenance. Repair needs caught early will prevent emergencies, save dollars later, and substantially reduce resident generated work-orders. The preventative maintenance inspections and work also will help establish a record of deterioration, which may signal modernization needs that can be systematically planned and scheduled. This maintenance will avoid waiting for major crisis to occur before addressing a predictable problem.

The PHA Preventative Maintenance Schedule will identify when tasks need to be completed. The system in place will record the date each inspection was conducted, who did it, and a process for ensuring that needed work is completed. This process will assign accountability to inspectors, and provides a sense of responsibility for their work.

When the preventative maintenance program requires work that is predictable and repetitive (such as cleaning burners or replacing filters), maintenance staff will tend to work from a schedule. If inspections identify a need for unanticipated repairs, or replacements, the staff will generate work orders. If work orders are written, they will be identified as routine or emergency and follow the work assignment process. A schedule of unit inspections will be prepared at the beginning of each calendar year and monitored each month to ensure that all units are inspected at least annually.



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Preventative Maintenance Schedule

| TASK DESCRIPTION                                       | D | W | M | Q | S | A |
|--|---|---|---|---|---|---|
| <u>SITE</u> <b>OUTSIDE</b>                             |   |   |   |   |   |   |
| 1. Fencing and Gates                                   |   |   |   |   |   | X |
| 2. Grounds   | X |   |   |   |   |   |
| 3. Mailboxes/Signage                                   |   |   | X |   |   |   |
| 4. Market Appeal                                       | X |   |   |   |   |   |
| 5. Parking Lots/Driveways/Roads                        |   |   |   |   |   | X |
| 6. Play Areas and Equipment                            |   |   | X |   |   |   |
| 7. Refuse Disposal                                     |   |   |   |   |   | X |
| 8. Retaining Walls                                     |   |   |   |   |   | X |
| 9. Storm Drainage                                      |   |   |   |   |   | X |
| 10. Walkways/Steps                                     |   |   | X |   |   |   |
| <u>BUILDING EXTERIOR</u> <b>OUTSIDE</b>                |   |   |   |   |   |   |
| 1. Doors:  |   |   | X |   |   |   |
| a. Damaged Frames/Threshold/Lintels/Trim               |   |   |   |   |   |   |
| b. Damaged Hardware/Locks                              |   |   |   |   |   |   |
| c. Damaged Surface                                     |   |   |   |   |   |   |
| d. Damaged/Missing Screen/Storm/Security Door          |   |   |   |   |   |   |
| e. Deteriorated/Missing Caulking/Seals                 |   |   |   |   |   |   |
| f. Missing Door  |   |   |   |   |   |   |
| 2. Fire Escapes:                                       |   |   | X |   |   |   |
| a. Blocked Egress/Ladders                              |   |   |   |   |   |   |
| b. Visibly Missing Components                          |   |   |   |   |   |   |
| 3. Foundations:  |   |   |   |   |   | X |
| a. Cracks/Gaps   |   |   |   |   |   |   |
| b. Spalling/Exposed Rebar                              |   |   |   |   |   |   |
| 4. Lighting:   |   |   | X |   |   |   |
| a. Broken Fixtures/Bulbs                               |   |   |   |   |   |   |
| 5. Roofs:  |   |   |   |   | X |   |
| a. Damaged/Clogged Drains                              |   |   |   |   |   |   |
| b. Damaged Soffits/Fascia                              |   |   |   |   |   |   |
| c. Damaged Vents                                       |   |   |   |   |   |   |
| d. Damaged/Torn Membrane/Missing Ballast               |   |   |   |   |   |   |
| e. Missing/Damaged Components from<br>Downspout/Gutter |   |   |   |   |   |   |
| f. Missing/Damaged Shingles                            |   |   |   |   |   |   |
| g. Ponding   |   |   |   |   |   |   |
| 6. Walls:  |   |   |   | X |   |   |
| a. Cracks/Gaps   |   |   |   |   |   |   |
| b. Damaged Chimneys                                    |   |   |   |   |   |   |
| c. Missing Pieces/Holes/Spalling                       |   |   |   |   |   |   |
| d. Missing Damaged Caulking/Mortar                     |   |   |   |   |   |   |
| e. Stained/Peeling/Needs Paint                         |   |   |   |   |   |   |
|  |   |   |   |   |   |   |
| TASK DESCRIPTION                                       | D | W | M | Q | S | A |
| <u>BUILDING EXTERIOR</u> <b>OUTSIDE CONTINUED</b>      |   |   |   |   |   |   |

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|   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| 7. Windows:<br>a. Broken/Missing/Cracked Panes<br>b. Damaged/Missing Screens<br>c. Damaged Sills/Frames/Lintels/Trim<br>d. Missing/Deteriorated Caulking/Seals/Glazing<br>e. Peeling/Needs Paint<br>f. Security Bars Prevent Egress   |   |   | X |   |   |   |
| <b><u>BUILDING SYSTEMS</u> <span style="color: red;">INSIDE</span></b>  |   |   |   |   |   |   |
| 1. Domestic Water:<br>a. Leaking Central Water Supply<br>b. Misaligned Chimney/Ventilation System<br>c. Missing Pressure Relief Valve<br>d. Rust/Corrosion on Heater Chimney<br>e. Water Supply Inoperable<br>2. Electrical System:<br>a. Blocked Access/Improper Storage<br>b. Burnt Breakers<br>c. Evidence of Leaks/Corrosion<br>d. Frayed Wiring<br>e. Missing Breakers/Fuses<br>f. Missing Covers<br>3. Elevators:<br>a. Inoperable<br>4. Emergency Power:<br>a. Auxiliary Lighting Inoperable<br>b. Generator Run-up Records/Not Available<br>5. Exhaust System:<br>a. Roof Exhaust Fans Inoperable<br>6. Fire Protection:<br>a. Missing Sprinkler Head<br>b. Missing/Damaged/Expired Extinguishers<br>7. HVAC:<br>a. Boiler/Pumps Leaks<br>b. Fuel Supply Leaks<br>c. Misaligned Chimney/Ventilation System<br>d. General Rust/Corrosion<br>e. Filters<br>8. Sanitary System:<br>a. Broken/Leaking/Clogged Pipes or Drains<br>b. Missing Darin/Cleanout/Manhole Covers | X |   | X |   | X |   |
|   |   |   |   |   |   |   |
| TASK DESCRIPTION  | D | W | M | Q | S | A |
| <b><u>COMMON AREAS</u> <span style="color: red;">INSIDE</span></b>  |   |   |   |   |   |   |
| 1. Call-for-Aid:<br>a. Inoperable<br>2. Ceiling:<br>a. Bulging/Buckling<br>b. Holes/Missing Tiles/Panels/Cracks<br>c. Peeling/Needs Paint   |   |   | X |   |   | X |

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|  |   |   |   |   |   |   |
|--|---|---|---|---|---|---|
| <ul style="list-style-type: none"> <li>d. Water Stains/Water Damage/Mold/Mildew</li> <li>3. Doors:               <ul style="list-style-type: none"> <li>a. Damaged Frames/Threshold/Lintels/Trim</li> <li>b. Damaged Hardware/Locks</li> <li>c. Damaged/Missing Screen/Storm/Security Door</li> <li>d. Damaged Surface Holes/Paint/Rusting/Glass</li> <li>e. Deteriorated/Missing Door Seals (Entry Only)</li> <li>f. Missing Door</li> </ul> </li> <li>4. Electrical System:               <ul style="list-style-type: none"> <li>a. Blocked Access to Electrical Panel</li> <li>b. Burnt Breakers</li> <li>c. Evidence of Leaks/Corrosion</li> <li>d. Frayed Wiring</li> <li>e. Missing Breakers</li> <li>f. Missing Covers</li> </ul> </li> <li>5. Floors:               <ul style="list-style-type: none"> <li>a. Bulging/Buckling</li> <li>b. Floor Covering Damaged</li> <li>c. Missing Flooring/Tiles</li> <li>d. Peeling/Need Paint</li> <li>e. Rot/Deteriorated Subfloor</li> <li>f. Water Stains/Water Damage/Mold/Mildew</li> </ul> </li> <li>6. HVAC System:               <ul style="list-style-type: none"> <li>a. Convection/Radiant Heating System Covers Missing/Damaged</li> <li>b. General Rust/Corrosion</li> <li>c. HVAC Inoperable</li> <li>d. Misaligned Chimney/Ventilation System</li> <li>e. Noisy/Vibrating/Leaking HVAC</li> <li>f. Filters</li> </ul> </li> <li>7. Stairs:               <ul style="list-style-type: none"> <li>a. Hand Railings Damaged/Broken/Missing</li> <li>b. Broken/Damaged/Missing Steps</li> </ul> </li> <li>8. Walls:               <ul style="list-style-type: none"> <li>a. Bulging/Buckling</li> <li>b. Damaged/Deteriorated Trim</li> <li>c. Damaged</li> <li>d. Peeling/Needs Paint</li> <li>e. Water Stains/Water Damage/Mold/Mildew</li> </ul> </li> </ul> |   |   | X |   |   |   |
| TASK DESCRIPTION   | D | W | M | Q | S | A |
| <b><u>COMMON AREAS INSIDE CONTINUED</u></b>  |   |   |   |   |   |   |
| <ul style="list-style-type: none"> <li>9. Windows:               <ul style="list-style-type: none"> <li>a. Cracked/Broken/Missing Panes</li> <li>b. Damaged Window Sill</li> <li>c. Security Bars Prevent Egress</li> <li>d. Missing/Deteriorated Window Caulking/Seals</li> <li>e. Inoperable/Not Lockable</li> <li>f. Peeling/Needs Paint</li> </ul> </li> <li>10. Lighting:               <ul style="list-style-type: none"> <li>a. Missing/Damaged/Inoperable Fixture</li> </ul> </li> <li>11. Outlets/Switches/Cover Plates:               <ul style="list-style-type: none"> <li>a. Missing/Broken</li> </ul> </li> <li>12. Smoke Detector:</li> </ul>   |   |   | X |   |   |   |
|  |   |   | X |   |   |   |
|  |   |   | X |   |   |   |
|  |   |   | X |   |   |   |

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|   |   |   |   |   |   |   |
|---|---|---|---|---|---|---|
| a. Missing/Inoperable                       |   |   |   |   |   |   |
| 13. Pedestrian/Wheelchair Ramp:             |   |   |   | X |   |   |
| a. Ramp Damaged                             |   |   |   |   |   |   |
| 14. Mailboxes:                              |   |   | X |   |   |   |
| a. Missing/Damaged                          |   |   |   |   |   |   |
| 15. Graffiti:                               | X |   |   |   |   |   |
| a. Graffiti Present                         |   |   |   |   |   |   |
| 16. Countertops:                            |   |   |   |   |   | X |
| a. Missing/Damaged                          |   |   |   |   |   |   |
| 17. Cabinets:                               |   |   |   |   |   | X |
| a. Missing/Damaged                          |   |   |   |   |   |   |
| 18. Dishwasher/Garbage Disposal             |   |   | X |   |   |   |
| a. Inoperable                               |   |   |   |   |   |   |
| 19. Range hood/Exhaust Fans:                |   |   | X |   |   |   |
| a. Excessive Grease/Inoperable              |   |   |   |   |   |   |
| 20. GFCI:                                   |   |   | X |   |   |   |
| a. Inoperable                               |   |   |   |   |   |   |
| 21. Fencing:                                |   |   |   |   |   | X |
| a. Damaged/Not Intact                       |   |   |   |   |   |   |
| 22. Pool:                                   |   |   |   |   |   | X |
| a. Not Operational                          |   |   |   |   |   |   |
| 23. Lavatory Sink:                          |   |   | X |   |   |   |
| a. Damaged/Missing                          |   |   |   |   |   |   |
| 24. Plumbing:                               |   |   | X |   |   |   |
| a. Clogged Drains                           |   |   |   |   |   |   |
| b. Leaking Faucets/Pipes                    |   |   |   |   |   |   |
| 25. Range/Stove:                            |   |   | X |   |   |   |
| a. Missing/Damaged/Inoperable               |   |   |   |   |   |   |
| 26. Refrigerator:                           |   |   | X |   |   |   |
| a. Damaged/Inoperable                       |   |   |   |   |   |   |
| 27. Sink:                                   |   |   | X |   |   |   |
| a. Damaged/Missing                          |   |   |   |   |   |   |
|   |   |   |   |   |   |   |
| TASK DESCRIPTION                            | D | W | M | Q | S | A |
| <u>COMMON AREAS</u> <b>INSIDE</b> CONTINUED |   |   |   |   |   |   |
| 28. Dryer Vent:                             |   |   | X |   |   |   |
| a. Missing/Damaged/Inoperable               |   |   |   |   |   |   |
| 29. Baluster/Side Railings:                 |   |   |   |   |   | X |
| a. Damaged/Loose/Missing                    |   |   |   |   |   |   |
| 30. Restroom Cabinet:                       |   |   |   |   |   | X |
| a. Damaged/Missing                          |   |   |   |   |   |   |
| 31. Shower/Tub:                             |   |   |   |   |   | X |
| a. Damaged/Missing                          |   |   |   |   |   |   |
| 32. Ventilation/Exhaust System:             |   |   |   |   |   | X |
| a. Inoperable                               |   |   |   |   |   |   |
| 33. Water Closet/Toilet                     |   |   |   |   |   | X |
| a. Damaged/Clogged/Missing                  |   |   |   |   |   |   |
| 34. Garbage Chutes:                         |   |   | X |   |   |   |
| a. Damaged/Missing Components               |   |   |   |   |   |   |
|   |   |   |   |   |   |   |
| <u>UNIT</u>                                 |   |   |   |   |   |   |
| 1. Bathroom:                                |   |   |   |   |   | X |
| a. Cabinets Damaged/Missing                 |   |   |   |   |   |   |
| b. Lavatory sink-Damaged/Missing            |   |   |   |   |   |   |

## Southern Nevada Regional Housing Authority – Maintenance Plan

|   |          |          |          |          |          |          |   |
|---|----------|----------|----------|----------|----------|----------|---|
| <ul style="list-style-type: none"> <li>c. Clogged Drains</li> <li>d. Leaking Faucets/Pipes</li> <li>e. Shower/Tub-Damaged/Missing</li> <li>f. Ventilation/Exhaust System-Inoperable</li> <li>g. Water Closet/Toilet-Damaged/Clogged/Missing</li> </ul>  |          |          |          |          |          |          |   |
| 2. Call-for-Aid: <ul style="list-style-type: none"> <li>a. Inoperable</li> </ul>  |          |          |          |          |          |          | X |
| 3. Ceiling: <ul style="list-style-type: none"> <li>a. Bulging/Buckling</li> <li>b. Holes/Missing Tiles/Panels/Cracks</li> <li>c. Peeling/Needs Paint</li> <li>d. Water Stains/Water Damage/Mold/Mildew</li> </ul>   |          |          |          |          |          |          | X |
| 4. Doors: <ul style="list-style-type: none"> <li>a. Damaged Surface-Holes/Paint/Rusting/Glass</li> <li>b. Damaged Frames/Threshold/Lintels/Trim</li> <li>c. Damaged Hardware/Locks</li> <li>d. Damaged/Missing Screen/Storm/Security Door</li> <li>e. Deteriorated/Missing Seals (Entry only)</li> <li>f. Missing Door</li> </ul> |          |          |          |          |          |          | X |
| 5. Electrical System: <ul style="list-style-type: none"> <li>a. Blocked Access to Electrical Panel</li> <li>b. Burnt Breakers</li> <li>c. Evidence of Leaks/Corrosion</li> <li>d. Frayed Wiring</li> <li>e. GFI-Inoperable</li> <li>f. Missing Breakers/Fuses</li> </ul>  |          |          |          |          |          |          | X |
| <b>TASK DESCRIPTION</b>   | <b>D</b> | <b>W</b> | <b>M</b> | <b>Q</b> | <b>S</b> | <b>A</b> |   |
| <u><b>UNIT CONTINUED</b></u>  |          |          |          |          |          |          |   |
| g. Missing Covers   |          |          |          |          |          |          |   |
| 6. Floors: <ul style="list-style-type: none"> <li>a. Bulging/Buckling</li> <li>b. Floor Covering Damage</li> <li>c. Missing Flooring/Tiles</li> <li>d. Peeling/Needs Paint</li> <li>e. Rot Deteriorated Subfloor</li> <li>f. Water Stains/Water Damaged/Mold/Mildew</li> </ul>  |          |          |          |          |          |          | X |
| 7. Hot Water Heater: <ul style="list-style-type: none"> <li>a. Misaligned Chimney/Ventilation System</li> <li>b. Inoperable Unit/Components</li> <li>c. Leaking Valves/Tanks/Pipes</li> <li>d. Pressure Relief Valve Missing</li> <li>e. Rust/Corrosion</li> </ul>  |          |          |          |          |          |          | X |
| 8. HVAC System: <ul style="list-style-type: none"> <li>a. Convection/Radiant Heating System Covers</li> <li>b. General Rust/Corrosion</li> <li>c. Inoperable</li> <li>d. Misaligned Chimney/Ventilation System</li> <li>e. Noisy/Vibrating/Leaking</li> <li>f. Filters</li> </ul>   |          |          |          |          |          |          | X |
| 9. Kitchen: <ul style="list-style-type: none"> <li>a. Cabinets-Missing/Damaged</li> <li>b. Countertops-Missing/Damaged</li> <li>c. Dishwasher/Garbage Disposal-Inoperable</li> <li>d. Clogged Drains</li> </ul>   |          |          |          |          |          |          | X |

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|   |          |          |          |          |          |          |   |
|---|----------|----------|----------|----------|----------|----------|---|
| <ul style="list-style-type: none"> <li>e. Plumbing-Leaking Faucets/Pipes</li> <li>f. Range Hood/Exhaust Fans-Excessive Grease/Inoperable</li> <li>g. Range/Stove-Missing/Damaged/Inoperable</li> <li>h. Refrigerator-Missing/Damaged/Inoperable</li> <li>i. Sink-Missing/Damaged</li> </ul> |          |          |          |          |          |          |   |
| 10. Laundry Area (Room):  |          |          |          |          |          |          | X |
| a. Dryer Vent Missing/Damaged/Inoperable  |          |          |          |          |          |          | X |
| 11. Lighting:   |          |          |          |          |          |          | X |
| a. Missing/Inoperable Fixture   |          |          |          |          |          |          | X |
| 12. Outlets/Switches:   |          |          |          |          |          |          | X |
| a. Missing Outlets/Switches   |          |          |          |          |          |          | X |
| b. Missing/Broken Cover Plates  |          |          |          |          |          |          | X |
| 13. Patio/Porch/Balcony:  |          |          |          |          |          |          | X |
| a. Baluster/Side Railings Damaged   |          |          |          |          |          |          | X |
| 14. Smoke Detector:   |          |          |          |          |          |          | X |
| a. Missing/Inoperable   |          |          |          |          |          |          | X |
| 15. Stairs:   |          |          |          |          |          |          | X |
| a. Broken/Missing Hand Railing  |          |          |          |          |          |          | X |
| b. Broken/Damaged/Missing Steps   |          |          |          |          |          |          | X |
| <b>TASK DESCRIPTION</b>   | <b>D</b> | <b>W</b> | <b>M</b> | <b>Q</b> | <b>S</b> | <b>A</b> |   |
| <b><u>UNIT CONTINUED</u></b>  |          |          |          |          |          |          |   |
| 16. Walls:  |          |          |          |          |          |          | X |
| a. Bulging/Buckling   |          |          |          |          |          |          | X |
| b. Damaged  |          |          |          |          |          |          | X |
| c. Damaged/Deteriorated Trim  |          |          |          |          |          |          | X |
| d. Peeling/Needs Paint  |          |          |          |          |          |          | X |
| e. Water Stains/Water Damage/Mold/Mildew  |          |          |          |          |          |          | X |
| 17. Windows:  |          |          |          |          |          |          | X |
| a. Cracked/Broken/Missing Panes   |          |          |          |          |          |          | X |
| b. Damaged Window Sill  |          |          |          |          |          |          | X |
| c. Inoperable/Not Lockable  |          |          |          |          |          |          | X |
| d. Missing/Deteriorated Caulking/Seals  |          |          |          |          |          |          | X |
| e. Peeling/Needs Paint  |          |          |          |          |          |          | X |
| f. Security Bars Prevent Egress   |          |          |          |          |          |          | X |
| <b><u>HEALTH &amp; SAFETY</u></b>   |          |          |          |          |          |          |   |
| 1. Air Quality:   | X        |          |          |          |          |          |   |
| a. Mold and/or Mildew Observed  | X        |          |          |          |          |          |   |
| b. Propane/Natural Gas/Methane Gas Detected   | X        |          |          |          |          |          |   |
| c. Sewer Odor Detected  | X        |          |          |          |          |          |   |
| 2. Electrical Hazards:  | X        |          |          |          |          |          |   |
| a. Exposed Wires/Open Panel   | X        |          |          |          |          |          |   |
| b. Water Leaks on or Near Electrical Equipment  | X        |          |          |          |          |          |   |
| 3. Elevator:  |          |          |          |          |          |          |   |
| a. Tripping Hazard  |          |          | X        |          |          |          |   |
| 4. Emergency/Fire Exits:  | X        |          |          |          |          |          |   |
| a. Blocked/Unusable   | X        |          |          |          |          |          |   |
| b. Missing Exit Signs   | X        |          |          |          |          |          |   |
| 5. Flammable Materials:   | X        |          |          |          |          |          |   |
| a. Improperly Stored  | X        |          |          |          |          |          |   |
| 6. Garbage and Debris:  | X        |          |          |          |          |          |   |
| a. Indoors  | X        |          |          |          |          |          |   |
| b. Outdoors   | X        |          |          |          |          |          |   |

## Southern Nevada Regional Housing Authority – Maintenance Plan

|   |   |  |  |   |  |  |
|---|---|--|--|---|--|--|
| 7. Hazards:<br>a. Other<br>b. Sharp Edges<br>c. Tripping<br>8. Infestations:<br>a. Rat or Insect Infestation<br>b. Insects<br>c. Rats/Mice/Vermin | X |  |  | X |  |  |
|---|---|--|--|---|--|--|

### ~~SITE~~ **OUTSIDE**

#### Fencing and Gates

1. Check for damages and operation. Repair/replace as needed.

#### Grounds

1. Check for erosion. Repair as needed.
2. Check for overgrown vegetation. Remove/trim as needed.
3. Check for ponding. Repair as needed.

#### Market Appeal

1. Check for litter. Remove as needed.
2. Check for graffiti. Remove as needed.

#### Mailboxes and Signage

1. Check for damages. Repair as needed.
2. Check for damage/legibility. Repair/replace as needed.

#### Parking Lots/Drives/Roads

1. Check for damage. Repair as needed.
2. Check for ponding. Repair as needed.

#### Playgrounds

1. Check equipment for damage. Repair as needed.
2. Check play surfaces for damage. Repair as needed.

#### Refuse

1. Check dumpsters for overflowing. Request service as needed.
2. Check enclosure for damage. Repair as needed.

#### Retaining Wall

1. Check for damage. Repair as needed.

#### Storm Drains

1. Check for blockage. Remove as needed.
2. Check for damage. Repair as needed.

#### Walkways and Steps

1. Check for cracks/tilting/missing. Repair/replace as needed.
2. Check for spalling. Repair/replace as needed.
3. Check handrails for damage/missing. Repair/replace as needed.

### ~~BUILDING EXTERIOR~~ **OUTSIDE**

#### Doors

1. Check for damage on frame/trim. Repair/replace as needed.
2. Check for operation and missing hardware. Repair/replace as needed.
3. Check for peeling paint-rust. Repair as needed.
4. Check for missing door. Replace as needed.
5. Check for weather strip damage. Repair/replace as needed.

#### Fire Escape

## Southern Nevada Regional Housing Authority – Maintenance Plan

1. Check for stored items/barriers/blocked. Remove items as needed.
2. Check for damage/parts missing. Repair/replace as needed.

### Foundations

1. Check for cracks. Repair as needed.
2. Check for spalling. Repair as needed.

### Lighting

1. Check for damage/missing fixture. Repair/replace as needed.
2. Check condition for safety. Repair/replace as needed.

### Roofs

1. Check gutters for missing components/damage. Repair/replace as needed.
2. Check Soffit/Fascia for missing pieces/damage. Repair/replace as needed.
3. Check vents damage/missing. Repair/replace as needed.
4. Check shingles for damage/missing. Repair/replace as needed.
5. Check flat roofs for debris. Remove as needed.
6. Check flat roofs for blocked drains. Remove as needed.
7. Check flat roofs for ballast/rocks missing. Repair/replace as needed.
8. Check flat roofs for ponding. Repair as needed.
9. Check flat roofs for membrane damage. Repair/replace as needed.

### Walls

1. Check for mortar/caulk. Repair/replace as needed.
2. Check for paint/stain. Repair as needed.
3. Check for siding damage. Repair/replace as needed.
4. Check for holes. Repair as needed.
5. Check for cracks. Repair as needed.
6. Check chimney for damage/loose material. Repair/replace as needed.

### Windows

1. Check for missing/damaged screens. Repair/replace as needed.
2. Check peeling paint. Repair as needed.
3. Check for cracks/missing panes. Repair/replace as needed.
4. Check frame/trim for damage. Repair as needed.
5. Check caulking/seals for damage. Repair/replace as needed.
6. Check security bars for damage/operation. Repair as needed.

## **~~BUILDING SYSTEMS~~ INSIDE**

### Domestic Water

1. Check hose bibs/supply lines for leakage. Repair/replace as needed.
2. Check water heater for proper flue alignment. Repair/replace as needed.
3. Check water heater for TPR overflow tube length. Repair/replace as needed.
4. Check water heater for electrical connections. Repair as needed.
5. Check water heater for gas connections. Repair/replace as needed.
6. Check all connections for corrosion. Repair/replace as needed.
7. Check water heater for leakage. Repair/replace as needed.

### Electrical System

1. Check panel for access blocked. Remove items as needed.
2. Check panel for burnt breakers. Replace as needed.
3. Check panel for excessive rust. Repair/replace as needed.
4. Check panel for open breaker spots. Repair as needed.
5. Check panel for missing knockouts. Repair as needed.
6. Check for missing/inoperable cover. Repair/replace as needed.



## Southern Nevada Regional Housing Authority – Maintenance Plan

7. Check for frayed wiring. Repair as needed.
8. Check for wire splices not enclosed in junction box. Repair as needed.

### Elevator

1. Check for operation. Repair as needed.
2. Check cab level for each floor. Repair as needed.

### Emergency Power

1. Check generator for fluids. Replace as needed.
2. Check generator for leaks. Repair as needed.
3. Check generator for operation. Repair/replace as needed.
4. Check run log for times and dates. Record as needed.
5. Check auxiliary lighting for damage. Repair/replace as needed.
6. Check auxiliary lighting for operation. Repair/replace as needed.
7. Check auxiliary lighting for batteries. Replace as needed.

### Roof Exhaust

1. Check for operation. Repair/replace as needed.
2. Check for unusual noises or vibrations. Repair/replace as needed.
3. Check motor and fan bearings. Repair/replace as needed.
4. Lubricate all non-sealed bearings. Use proper lubricant.
5. Inspect belt condition. Replace/align and adjust as needed.
6. Inspect fan superstructure for damage. Repair/replace as needed.
7. Clean fan/blower blades. Use proper cleaning solutions.
8. Clean exhaust grill. Use proper cleaning solutions.
9. Inspect interior and exterior of unit. Treat and paint corroded areas.

### Fire Protection

1. Inspect extinguishers for missing, tags, damage, and proper charge.
2. Inspect sprinklers for damage, blocked, missing escutcheons, and paint.

### Heating, Ventilation and A/C

1. Listen for any unusual noises or vibrations and check to make sure the unit is heating/cooling properly.
2. Replace filters quarterly.
3. Check unit for proper operation: controls-thermostat-contactors-motors-compressor
4. Remove covers and clean all coils, fan blades, condensate pans and make sure condensate drain line is unobstructed.
5. Lubricate all non-sealed bearings.
6. Check for refrigerant/oil leaks.
7. Inspect all wiring and clean all controls.
8. Check operation of supplemental electric heat strips on air-to-air heat pumps.
9. Vacuum interior of unit and clean blower blades.
10. Check all gas line connections.
11. Check all flue pipe connections for proper alignment and security.
12. Check units inside and out for corrosion-treat as needed.

### Sanitary System

1. Check system for leakage and clogged drains.
2. Check cleanouts for damage and missing caps.
3. Check drains for damage and missing covers.

## Southern Nevada Regional Housing Authority – Maintenance Plan

### ~~COMMON AREA~~ **INSIDE**

#### Call-for-Aid

1. Check for operation-sound and light. Repair/replace as needed.
2. Check cord for proper length/damage/blocked. Repair/replace as needed.

#### Ceiling

1. Check for bulging/buckling. Repair as needed
2. Check for holes/missing tiles/panels and cracks. Repair/replace as needed.
3. Check for peeling paint. Repair as needed.
4. Check for water stains/water damage/mold and mildew. Repair as needed.

#### Doors

1. Check for damaged frames/threshold/lintels and trim. Repair/replace as needed.
2. Check for damaged locks and hardware. Repair/replace as needed.
3. Check for damaged screens/storm and security doors. Repair/replace as needed.
4. Check surfaces for holes/paint/rust/glass damage. Repair/replace as needed.
5. Check entry for damaged/missing seals. Repair/replace as needed.
6. Check for missing doors. Replace as needed.

#### Electrical System

1. Check panel for blockage. Remove items as needed.
2. Check for burnt breakers/gaps. Repair/replace as needed.
3. Check for evidence of leaks/corrosion. Repair as needed.
4. Check for frayed wiring. Repair/replace as needed.
5. Check for missing breakers/inserts. Repair/replace as needed
6. Check for missing covers/latches. Repair/replace as needed.
7. Check panels/junction boxes for missing knockouts. Repair/replace as needed.

#### Floors

1. Check for bulging/buckling. Repair/replace as needed.
2. Check for damaged floor covering. Repair/replace as needed.
3. Check for missing floor tiles. Repair/replace as needed.
4. Check for peeling paint. Repair as needed.
5. Check for rot/deteriorated subfloor. Repair/replace as needed.
6. Check for water stains/water damage/mold/mildew. Repair/replace as needed.
7. Check for mismatched flooring. Repair/replace as needed.

#### Heating, Ventilation and A/C

1. Listen for any unusual noises or vibrations and check to make sure the unit is heating/cooling properly.
2. Replace filters quarterly.
3. Check unit for proper operation: controls-thermostat-contactors-motors-compressor
4. Remove covers and clean all coils, fan blades, condensate pans and make sure condensate drain line is unobstructed.
5. Lubricate all non-sealed bearings.
6. Check for refrigerant/oil leaks.
7. Inspect all wiring and clean all controls.
8. Check operation of supplemental electric heat strips on air-to-air heat pumps.
9. Vacuum interior of unit and clean blower blades.
10. Check all gas line connections.
11. Check all flue pipe connections for proper alignment and security.
12. Check units inside and out for corrosion-treat as needed.

#### Stairs

1. Check for damaged/broken/missing handrails. Repair/replace as needed.

## Southern Nevada Regional Housing Authority – Maintenance Plan

2. Check for damaged/broken/missing step treads. Repair/replace as needed.

### Walls

1. Check for bulging/buckling. Repair/replace as needed.
2. Check for damaged/deteriorated trim. Repair/replace as needed.
3. Check for damages/cracks. Repair as needed.
4. Check for peeling/missing paint. Repair as needed.
5. Check for water stains/water damage/mold/mildew. Repair/replace as needed.

### Windows

1. Check for cracked/broken/missing panes. Replace as needed.
2. Check for sill damage. Repair/replace as needed.
3. Check security bars for operation/blockage. Repair/replace as needed.
4. Check for missing/deteriorated caulking/seals. Repair/replace as needed.
5. Check for operation/not lockable. Repair/replace as needed.
6. Check for peeling/missing paint. Repair as needed.
7. Check for missing/damaged screens. Repair/replace as needed.

### Lighting

1. Check fixtures for proper operation-bulbs/covers. Repair/replace as needed.

### Outlets/Switches/Cover Plates

1. Check for missing/broken/burnt. Replace as needed.
2. Check for gaps. Repair/replace as needed.
3. Check outlets/switches for operation. Replace as needed.

### Smoke/CO Detectors

1. Check for missing/inoperable. Replace as needed.
2. Check for date of manufacture-10 years. Replace as needed.

### Pedestrian/Wheelchair Ramp

1. Check ramp for damage. Repair as needed.

### Mailboxes

1. Check for missing/damages. Repair/replace as needed.

### Graffiti

1. Check for graffiti. Remove as needed.

### Kitchen

1. Check for missing/damaged countertops. Repair/replace as needed.
2. Check for missing/damaged doors/drawers/shelves. Repair/replace as needed.
3. Check for surface damage. Repair as needed.
4. Check dishwasher for operation. Repair/replace as needed.
5. Check garbage disposal for operation. Repair/replace as needed.
6. Check garbage disposal for electrical connection. Repair/replace as needed.
7. Check sink for damages-hardware. Repair/replace as needed.
8. Check drains for leaks/clogged. Repair/replace as needed.
9. Check range hood/exhaust fan for excessive grease. Clean as needed.
10. Check range hood/exhaust fan for filter. Replace as needed.
11. Check range hood/exhaust fan for operation. Repair/replace as needed.
12. Check range/oven for damaged doors/drawer/gasket. Repair/replace as needed.
13. Check range/oven for burner operation. Repair/replace/clean as needed.
14. Check refrigerator for seal damage. Repair/replace as needed.
15. Check refrigerator for excessive ice. Repair/replace as needed.
16. Check refrigerator for operation/missing. Repair/replace as needed.

### Ground Fault Interrupter (GFI)

1. Check for operation-test button/reset. Replace as needed.
2. Check for missing/broken cover. Replace as needed.

## Southern Nevada Regional Housing Authority – Maintenance Plan

### Pool /Area Fencing

1. Check fence/gates for integrity. Repair/replace as needed.
2. Check pool for operation. Repair as needed.

### Bathroom

1. Check for vanity/med cabinet for damage/missing. Repair/replace as needed.
2. Check sink for damages-hardware. Repair/replace as needed.
3. Check drains for leaks/clogged. Repair/replace as needed.
4. Check tub/shower for damages-hardware. Repair/replace as needed.
5. Check tub/shower drain-clogged/slow. Repair as needed
6. Check exhaust fan for operation. Repair/replace as needed.
7. Check exhaust fan for excessive noise/vibration. Repair/replace as needed.
8. Check exhaust fan cover/blades. Repair/replace as needed.
9. Check fan for cleanliness. Vacuum/clean as needed.
10. Check toilet for operation. Repair/replace as needed.
11. Check toilet seat/flush handle/hinges/lid for damages. Repair/replace as needed.

### Water Heater

1. Check water heater for proper flue alignment. Repair/replace as needed.
2. Check water heater for TPR overflow tube length. Repair/replace as needed.
3. Check water heater for electrical connections. Repair as needed.
4. Check water heater for gas connections. Repair/replace as needed.
5. Check all connections for corrosion. Repair/replace as needed.
6. Check water heater for leakage. Repair/replace as needed.

### Laundry Area

1. Check for vent missing/damaged or blocked. Repair/replace as needed.

### Patio/Balcony/Porch Rails

1. Check for loose or damaged/missing railings. Repair/replace as needed.

### Trash Chutes

1. Check chute for blockage. Clear chute of debris.
2. Check chute door operation. Repair/replace as needed.

## UNITS

### Bathroom

1. Check for vanity/med cabinet for damage/missing. Repair/replace as needed.
2. Check sink for damages-hardware. Repair/replace as needed.
3. Check drains for leaks/clogged. Repair/replace as needed.
4. Check tub/shower for damages-hardware. Repair/replace as needed.
5. Check tub/shower drain-clogged/slow. Repair as needed
6. Check exhaust fan for operation. Repair/replace as needed.
7. Check exhaust fan for excessive noise/vibration. Repair/replace as needed.
8. Check exhaust fan cover/blades. Repair/replace as needed.
9. Check fan for cleanliness. Vacuum/clean as needed.
10. Check toilet for operation. Repair/replace as needed.
11. Check toilet seat/flush handle/hinges/lid for damages. Repair/replace as needed

### Call-for-Aid

1. Check for operation-sound and light. Repair/replace as needed.
2. Check cord for proper length/damage/blocked. Repair/replace as needed.

### Ceiling

1. Check for bulging/buckling. Repair as needed
2. Check for holes/missing tiles/panels and cracks. Repair/replace as needed.

## Southern Nevada Regional Housing Authority – Maintenance Plan

3. Check for peeling paint. Repair as needed.
4. Check for water stains/water damage/mold and mildew. Repair as needed.

### Doors

1. Check for damaged frames/threshold/lintels and trim. Repair/replace as needed.
2. Check for damaged locks and hardware. Repair/replace as needed.
3. Check for damaged screens/storm and security doors. Repair/replace as needed.
4. Check surfaces for holes/paint/rust/glass damage. Repair/replace as needed.
5. Check entry for damaged/missing seals. Repair/replace as needed.
6. Check for missing doors. Replace as needed.

### Electrical

1. Check panel for blockage. Remove items as needed.
2. Check for burnt breakers/gaps. Repair/replace as needed.
3. Check for evidence of leaks/corrosion. Repair as needed.
4. Check for frayed wiring. Repair/replace as needed.
5. Check for missing breakers/inserts. Repair/replace as needed.
6. Check for missing covers/latches. Repair/replace as needed.
7. Check panels/junction boxes for missing knockouts. Repair/replace as needed.
8. Check GFCI/AFCI for operation. Repair/replace as needed.

### Water Heater

1. Check water heater for proper flue alignment. Repair/replace as needed.
2. Check water heater for TPR overflow tube length. Repair/replace as needed.
3. Check water heater for electrical connections. Repair as needed.
4. Check water heater for gas connections. Repair/replace as needed.
5. Check all connections for corrosion. Repair/replace as needed.
6. Check water heater for leakage. Repair/replace as needed.

### Kitchen

1. Check for missing/damaged countertops. Repair/replace as needed.
2. Check for missing/damaged doors/drawers/shelves. Repair/replace as needed.
3. Check for surface damage. Repair as needed.
4. Check dishwasher for operation. Repair/replace as needed.
5. Check garbage disposal for operation. Repair/replace as needed.
6. Check garbage disposal for electrical connection. Repair/replace as needed.
7. Check sink for damages-hardware. Repair/replace as needed.
8. Check drains for leaks/clogged. Repair/replace as needed.
9. Check range hood/exhaust fan for excessive grease. Clean as needed.
10. Check range hood/exhaust fan for filter. Replace as needed.
11. Check range hood/exhaust fan for operation. Repair/replace as needed.
12. Check range/oven for damaged doors/drawer/gasket. Repair/replace as needed.
13. Check range/oven for burner operation. Repair/replace/clean as needed.
14. Check refrigerator for seal damage. Repair/replace as needed.
15. Check refrigerator for excessive ice. Repair/replace as needed.
16. Check refrigerator for operation/missing. Repair/replace as needed.

### Heating, Ventilation and A/C

1. Listen for any unusual noises or vibrations and check to make sure the unit is heating/cooling properly.
2. Replace filters quarterly.
3. Check unit for proper operation: controls-thermostat-contactors-motors-compressor
4. Remove covers and clean all coils, fan blades, condensate pans and make sure condensate drain line is unobstructed.

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5. Lubricate all non-sealed bearings.
6. Check for refrigerant/oil leaks.
7. Inspect all wiring and clean all controls.
8. Check operation of supplemental electric heat strips on air-to-air heat pumps.
9. Vacuum interior of unit and clean blower blades.
10. Check all gas line connections.
11. Check all flue pipe connections for proper alignment and security.
12. Check units inside and out for corrosion-treat as needed.

### Laundry Area

1. Check for vent missing/damaged or blocked. Repair/replace as needed.

### Lighting

1. Check fixtures for proper operation-bulbs/covers. Repair/replace as needed.

### Outlets/Switches/Cover Plates

1. Check for missing/broken/burnt. Replace as needed.
2. Check for gaps. Repair/replace as needed.
3. Check outlets/switches for operation. Replace as needed.

### Patio/Balcony/Porch Rails

1. Check for loose or damaged/missing railings. Repair/replace as needed.

### Smoke/CO Detectors

1. Check for missing/inoperable. Replace as needed.
2. Check for date of manufacture-10 years. Replace as needed

### Stairs

1. Check for damaged/broken/missing handrails. Repair/replace as needed.
2. Check for damaged/broken/missing step treads. Repair/replace as needed

### Walls

1. Check for bulging/buckling. Repair/replace as needed.
2. Check for damaged/deteriorated trim. Repair/replace as needed.
3. Check for damages/cracks. Repair as needed.
4. Check for peeling/missing paint. Repair as needed.
5. Check for water stains/water damage/mold/mildew. Repair/replace as needed.

### Windows

1. Check for cracked/broken/missing panes. Replace as needed.
2. Check for sill damage. Repair/replace as needed.
3. Check security bars for operation/blockage. Repair/replace as needed.
4. Check for missing/deteriorated caulking/seals. Repair/replace as needed.
5. Check for operation/not lockable. Repair/replace as needed.
6. Check for peeling/missing paint. Repair as needed.
7. Check for missing/damaged screens. Repair/replace as needed.

## **HEALTH AND SAFETY**

### Air Quality

1. Check for mold/mildew. Take corrective action to abate.
2. Check for sewer odor. Take corrective action to abate.
3. Check for natural gas/propane/methane odor. Take corrective action to abate.

### Electrical Hazard

1. Check for exposed wires/1/4" gap/foreign materials. Take corrective action to abate.
2. Check for water leaks/ponding on or near devices. Take corrective action to abate.

### Emergency Fire Exits

1. Check exits for blockage of any kind. Remove all items as needed.

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2. Check exit signage for operation/illumination. Repair/replace as needed.

### Flammable Materials

1. Check for improperly stored materials. Remove as needed.

### Garbage & Debris

1. Check for excessive garbage. Remove excess as needed.

### Hazards Tripping

1. Check for any physical defect-3/4” offset. Repair/replace as needed

### Hazards-Sharp

1. Check for any physical defect that poses a cutting hazard. Remove as needed.

### Hazards-Other

1. Check for any defects that poses risk of bodily injury. Remove as needed.

### Infestation

1. Check for pest-roaches, bed bugs, ants and insects. Have treated as soon as possible.
2. Check for mice/vermin. Have treated as soon as possible.

# Appendix G



## Southern Nevada Regional Housing Authority – Maintenance Plan

### **Southern Nevada Regional Housing Authority Monthly Audit Procedure**

#### **1. Inventory Reviews**

The Procurement Department shall conduct audits of all inventory to ensure compliance and to identify areas where additional training is required. Audits will include quarterly inventory reviews for procurement transactions within the micro-purchase and small purchasing limits. Contracts exceeding the small purchasing limits will be reviewed prior to award.

#### **2. Physical Inventory Audits**

##### **a. Key Management Control**

Senior Management will periodically inspect and identify how “High Dollar” inventory items are secured at each SNVRHA properties where inventory is stored. During inspections, Senior Management will identify specific properties where key management control and security of “High Dollar” inventory items are at risk. Final recommendation is made to Director of Operations to limit key access and store “High Dollar” inventory items in a more secure storage location to reduce risk. Director of Operations will institute procedure to limit number of keys by staff that has access to “High Dollar” inventory items.

##### **b. Inventory Management Control**

Senior Management has instituted a physical Pre-Annual Inventory of all “High Dollar” inventory items at all SNVRHA property locations. These Pre-Annual Inventories will assist in identifying potential variances in our inventories as the Agency approaches year-end physical inventory. These Pre-Annual Inventories will be concluded no later than August 15<sup>th</sup>, of each fiscal year. Senior Management will also institute a Semi-Annual Inventory procedure, to gain more control and limit risk of potential high variances during regular Annual Physical Inventories. Operations Department will conduct monthly Cycle Counts of “High Dollar” Inventory items, to maximize inventory control and mitigate risk on these items.

##### **c. On-Call Maintenance Vehicles**

The implementation of “On Call” maintenance vehicles will begin in Fiscal Year 2020. These vehicles will be utilized by staff that perform “On Call” maintenance. All inventories will be counted and verified on a weekly basis when the exchange of staff takes place. Periodic vehicle inventory inspections will be performed to maintain the integrity of the inventory counts. This procedure will limit access and reduce risk of multiple staff members to inventories at various properties that they are not assigned to on a daily basis.

#### **3. Fixed Assets**

Finance Department will generate a Fixed Assets Schedule from the Fixed Assets database that will be distributed to all Property Managers, Maintenance Supervisors, and Procurement in an effort to perform a cross-comparison of items on the schedule verse actual items on-hand. During Bi-Annual Fixed Assets Inventory, Procurement will scan existing fixed assets and tag/scan any new items identified in Field Operations. Bi-Annual Fixed Assets Inventory scheduled for November of each fiscal year, conducted by the Procurement Department. Procurement Department will notify Finance Department that Fixed Assets Annual Inventory is complete. Finance Department will generate final Fixed Assets Report for distribution to HUD on a Bi-Annual basis.

## Southern Nevada Regional Housing Authority – Maintenance Plan

### Southern Nevada Regional Housing Authority Year-End Inventory Procedure

#### 1. Purpose

At an interim point in each fiscal year, the properties conduct a count of all stock numbered material available for use, stored in maintenance shops, storerooms, trucks and site warehouses. Inventory is conducted to correct any discrepancies in the system caused by: computer errors, receiving errors, breakage, items unaccounted for and items not recorded as used on work orders. Inventory also will demonstrate compliance to procedures: the variance, the difference between the beginning system total and the physical count, shows how well staff are following set procedures and Auditors use the results of the inventory to gauge compliance to procedures.

The dates and deadlines for this inventory will be driven by schedule drawn up by the Procurement Department. Any changes to this schedule must be requested and approved, in writing, by the Procurement Manager no less than five (5) working days prior to the original date of the inventory. The count shall begin at 8:00 A.M. on the date that your location is scheduled, and must be conducted without interruption, until all material assigned to the location is counted.

#### 2. Preparation

##### a. Procurement Preparation:

- i. Binder Set Up
  - 1) Introduction to Inventory
  - 2) Table of Contents
  - 3) Participant Roster
  - 4) Materials Inventory Count Sheets
  - 5) Additional “Blank” Material Count Sheets
- ii. Prepare Sign-in/out sheets
- iii. Run Report from Yardi
- iv. Import into formulated Excel spreadsheet

##### b. Site Preparation:

- i. The count must be made as close to the end of month as possible
- ii. Once an inventory date has been established, pre-inventory preparation can be planned. This should begin at least two (2) weeks prior to inventory.
- iii. Receiving must be suspended. All warehouses will suspend the update of goods received for each area pursuant to the inventory schedule. Any goods received for the area will be held until the inventory of the location has been updated. Only items needed to address emergencies or REAC NSPIRE will be received. Appliances and water heaters previously received will be available for pick up as needed for emergencies.
- iv. Work orders with materials on them must be turned in and closed out. All work orders with materials listed completed prior to the beginning of the count must be updated before the inventory counts are turned in. Copies of all incomplete work orders with materials pulled BEFORE the count must be turned in with the inventory count sheets. These items will be added to the counts for update. These work orders can then be completed and turned in after the inventory update. All Work Orders with material pulled from a location AFTER the start of the count must be held for update AFTER the inventory count has been updated.
- v. Any stock items found around the warehouse should be identified with the correct stock number and placed in the correct location within the warehouse so it can be counted.
- vi. The stock shelves should be organized to ensure that all materials are located in

## Southern Nevada Regional Housing Authority – Maintenance Plan

the correct area and correctly identified, and placed on the shelf in numerical order.

### 3. Conducting Inventory

- a. Procurement Responsibility:
  - i. The system must be updated in a timely manner.
- b. Variance reports must be reviewed and corrections made in a timely manner
- c. Inventory stock books should be distributed by the person responsible for coordinating the year-end inventory for the agency. Review the book to make sure all sections are included so that there will not be any interruptions during the inventory. If at all possible, some pre-counting may commence at this point.
- d. Site Responsibility:
  - i. If any deliveries are received after set inventory date, those deliveries should remain untouched until after the inventory has been concluded. These deliveries should be placed in a designated spot so that they are not counted during inventory.
  - ii. On the date the inventory is scheduled to start, counting may begin. Any section can be started with, but it is strongly encouraged that you complete a section before moving to a new section.
  - iii. Each bin box or shelf spot should be marked to indicate it has been counted. This will often be done using colored dot stickers, but can also be done using inventory count tags. This will be determined by the Supervisor at the beginning of the inventory.
  - iv. Who will count:
    - 1) The number of people participating in counting the warehouse inventory will often dictate how the count will be conducted. Currently, there is no set method; rather this should be discussed with the count team and a decision should be made as to what works best for everyone. For example, if there are two (2) people who will be counting the warehouse, they can either 1) work as a team in each section with one person physically counting materials while the other person records the results in the count book or 2) they can work independently in separate sections with each person physically counting materials and recording their own results in the stock count books.
    - 2) The staff assigned to each location will do the inventory of their assigned vehicles and store room location. All maintenance staff shall be involved in conducting the inventory without interruptions. Staff will be released only to respond to emergencies as authorized by the Maintenance Supervisor. No exceptions.
    - 3) The Maintenance Supervisor will be responsible for the supervision of the inventory of their locations. To insure accuracy it is the job of those individuals supervising the count at each site to review these instructions with their team, and assure that they are followed during the count.
    - 4) All staff involved in the inventory must be identified on the Participants Roster for the inventory site. The roster is located under tab 2 in the inventory book. This will help identify the individuals doing the inventory of each location should any questions arise.
  - v. What will be counted:
    - 1) All stock numbered materials and supplies available for use must be counted. This includes all material kept on the trucks assigned to the AMP warehouse and any bulk items stored at the warehouse.
      - a) Exceptions: Office supplies, first aid supplies, shop tools, tools assigned

## Southern Nevada Regional Housing Authority – Maintenance Plan

to employees on their tool lists and fixed assets do not need to be counted at this time.

- 2) Counting material stored in shops
  - a) It is recommended that staff work in pairs, one doing the counting with the other doing the recording. The staff counting would count all of each item in its box, bin or shelf and write the count on a small post-it, which is then put on the box, bin or item. Then the staff member doing the recording identifies the item by its stock number, and enters the count in the right hand column of the inventory book labeled “Original Count”.
- 3) Counting materials stored in vehicles
  - a) Material carried in vehicles must be included in the count of the location the vehicle is assigned to. Working in pairs may not be practical for counting vehicles and there is no need to use the post-it’s. One person, working alone can count and record the material stored on a vehicle. The recommended method for counting the stock on a vehicle is to do one compartment at a time. Identify, count and record all of the items in each compartment before moving to the next. If the same item is encountered more than once, simply correct the earlier count by crossing through the number with one line, writing in the new number and then initial the correction.
- 4) Recording the counts
  - a) All entries shall be in ink.
  - b) Counts are to be entered in the right hand column of the inventory book labeled “Original Count”.
  - c) The count for all items must be entered as “each”. Only record items in full units of measure. Items with the unit of measure of box, cans, case, gallon, quart, pail, etc. should not be counted or entered in the count book if any portion has been used. Be sure to pay close attention to the Unit of Measure as shown in the inventory stock book for each item. This is extremely important since the results can be adversely impacted if done incorrectly. For example, a particular item may be counted by the box, even though the box may contain 50 pieces. If it is counted as 50 instead of one (1). This will dramatically affect the inventory.
  - d) After the count is completed, the individual recording the counts must initial the bottom of each page containing a count. The supervisor must also review each page, checking for legibility and then initial each page containing a count.
  - e) To correct an error, cross through the error with one line, write in the correct count, then initial the correction.
  - f) Items not listed in the pre-printed count sheets must be recorded on an Additional Materials Count Sheet. Copies of these forms are included in the count book and maybe copied if more are needed. For any items that a part number cannot be determined, write a description in the stock count book as accurate and complete as possible so that the item can be researched later to determine the stock number.

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- 1) Once the count has been completed and you are CERTAIN that everything has been counted, you may turn in the stock count book to the person coordinating the inventory.
- 2) Each supervisor should be spot-checking for accurate counts and adherence to these instructions during the count.
- 3) The supervisor responsible for the area must review the inventory books(s) to insure that these instructions have been followed and that all counts and descriptions are legible. The inventory books must be turned in to Johnny McCoy or Jennifer Barrett at the Cannon Center, 340 N. 11<sup>th</sup> Street, Procurement Suite, by 4:00 P.M. on the day the count is completed. Inventory Books will not be accepted if counts are illegible. Books returned to supervisors for corrections will be considered late unless corrected and returned before the deadline.

# Appendix H



## REFRIGERANT USAGE PROCEDURE

1. Technician will determine if system requires refrigerant by using proper tools and techniques.
2. Technician must weigh Freon container before usage and document on Refrigerant Usage Log.
3. Technician will service system and inspect for any leakage.
4. If leak is detected, make the proper repairs and service system to optimal level.
5. Technician must weigh Freon container after usage and document on Refrigerant Usage Log.
6. Refrigerant Usage Log must match each Work Order received that requires refrigerant.
7. Completely filled out Logs, must be turned into Supervisor/Manager.
8. Supervisors will establish a Refrigerant Usage Log folder for record retention.

Employee: \_\_\_\_\_

Date: \_\_\_\_\_

10/19





# Appendix I

## Southern Nevada Regional Housing Authority Integrated Pest Management Policy

Structural and landscape pest pose significant problems to people, property, and the environment, however, pesticides applied to solve these problems pose risks as well. It is therefore our policy to use an integrated pest management (IPM) program to control structural and landscape pests in and around all buildings in our portfolio.

### Goals

Through our IPM program, pest will be managed to reduce any potential human health hazard or to protect against a significant threat to public safety. Prevent loss or damage to PHA resources, structures or property; prevent pests from spreading in the community or beyond the property; and provide a safe and decent place to live and work for residents, staff, and others.

### Staff Affected by the IPM Policy

All our staff and residents, along with any contractors hired to perform pest management or structural repairs, will be subject to this policy. Property Managers/Maintenance Supervisors are the staff contact for the IPM program. In addition, each site or Asset Management Property (AMP) will designate an IPM Coordinator to manage the site activities concerning the IPM program. IPM Coordinators will be responsible for the activities including, but not limited to, maintaining records and analyzing to improve the program, ensuring pesticides are applied by a licensed professional with approved products, educating staff and residents about pests and pest management, and facilitating cooperation among all individuals who have a role in pest management (the “IPM team”). The site IPM Coordinator must approve pesticides before application.

### Definitions

**Action threshold:** The maximum pest population that can be tolerated at a particular time and place without posing a hazard to people, property, and the environment.

**Application:** The actual act of using a pesticide or other technique for the purpose of pest control.

**Conducive conditions:** An attribute of a given location that can lead to pest presence, structural conditions that contribute to an infestation.

**Exclusion:** Sealing cracks or openings, or repairing damage to windows, screen doors, utility conduits, and other sites where pest can enter structures or move within structures.

**Harborage:** The nesting and hiding areas of insects, rodents, and other pests. Debris and clutter often provide harborage sites.

**Inspection:** A systematic searching for pests, damage, stains, hair, cast skins, or other evidence to identify a pest problem and its extent.

**IPM:** Integrated pest management. The coordinated use of pest and environmental information with available pest control methods to prevent unacceptable levels of pest damage by the most economical means and with the least possible hazard to people, property, and the environment (U.S. EPA).

**Mechanical controls:** Traps, including mechanical, sticky, and light, and other tools besides pesticides that can be used to control pests.

**Pests:** A living organism (animal, plant, or microorganism) that interferes with human purposes for the property.

**Pesticide:** Any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest (U.S. EPA).

**Pest Management Professional (PMP):** A company licensed to provide commercial pest management services.

**Sanitation:** Cleaning up food, water, and clutter that attracts pests and allow them to survive. Another description of sanitation is “good housekeeping”.

## Southern Nevada Regional Housing Authority – Maintenance Plan

**Treatment:** Employment of procedures, application of materials, or the use of resources designed to alleviate pest problems.

### Pests

Pest include arthropods, wood-infesting organisms, nuisance birds, and any other undesirable organisms in, on, or under structures, excluding bacteria and other microorganisms on or in humans or other living animals. Strategies for managing pest populations will be influenced by the pest species and the degree to which that population poses a threat to people, property, or the environment.

Common pests in this area include:

- Ants
- Bed Bugs
- Spiders
- Scorpions
- Mice
- Roaches
- Elm Root Borer
- Bees
- Crickets
- Cicadas
- Fleas
- Wasps/Hornets
- Pigeons
- Rats
- Coyotes
- Chipmunks
- Rattlesnakes
- Silverfish

### Pest Management

Pest management strategies must be included in an approved IPM Plan for each site. The IPM Plan will be developed with assistance from a qualified IPM expert who is certified by GreenPro, GreenShield, EcoWise, or similar program. The IPM Plan will contain both general procedures and specific action plans for each pest selected above. Each action plan will include inspection and monitoring guidelines, an action threshold, acceptable management strategies, and criteria for selecting management strategies. The IPM Plan and pest-specific action plans are to be updated at least annually by site staff and more frequently if necessary.

### Integrated Pest Management Procedures

Understanding pest survival needs is essential to implementing IPM effectively. Pests seek habitats that provide basic needs such as food, water, and shelter. Pest populations can be prevented or controlled by creating conditions that are not conducive to their survival. This can be accomplished through the removal of pests' basic needs or by simply blocking their access into buildings. Chemical controls are used as a last resort.

IPM procedures, as detailed in the IPM plan, will determine when to control pests and what control methods to employ. Applying IPM principles prevents unacceptable levels of pest activity and damage. These principles are implemented by the most economical means and with the least possible hazard to people, property, and the environment. Our sites shall follow the IPM approach outlined below and detailed in the IPM Plan.

Monitor each pest to determine pest population, size, occurrence, and natural enemy population (if present),

## Southern Nevada Regional Housing Authority – Maintenance Plan

using visual inspection and monitoring devices. Monitor in every unit and common area at least once per year. Based on inspection and monitoring, identify decisions and practices that could affect pest populations. Keep records of all inspections and monitoring.

For each pest species at each site, set an action threshold---the pest population level at which control actions must be employed.

Consider a range of potential treatments for each pest problem. Employ nonpesticidal tactics first.

Consider the use of chemicals only as a last resort and select and use chemicals approved by the IPM coordinator and in accordance with the provisions of this policy.

- Determine the most effective treatment time, based on pest biology and other variables, such as weather, resident schedule, seasonal changes in wildlife use, and local conditions.
- Design and construct indoor and outdoor areas to reduce and eliminate pest habitats.
- Modify management practices, including watering, mulching, waste management, and food storage.
- Modify pest ecosystems to reduce food and living space.
- Use physical controls such as hand-weeding, traps, and barriers.
- Use biological controls (introducing or enhancing pest' natural enemies).
- Although the goal of this IPM program is to reduce and ultimately eliminate use of toxic chemicals, toxic chemicals may become necessary in certain situations. Cost or staffing considerations alone will not be adequate justification for use of chemical control agents. When it is determined that a pesticide must be used to prevent pest levels from exceeding action thresholds, choose the least-hazardous material(s). Least toxic pesticides are those labeled with the signal word "CAUTION". The application of such pesticides is subject to the Federal Insecticide, Fungicide, and Rodenticide Act (7 USC 136 et sec.), Environmental Protection Agency regulations in 40 CFR, Occupational Safety and Health Administration regulations, and state and local regulations. If it becomes necessary to use pesticides, they will be applied during appropriate times and in such a way to maximize their efficacy and minimize the possibility of human exposure.
- Conduct ongoing educational programs.
  - a) Acquaint administrative personnel, staff, pest managers, and residents with pest biologies, the IPM approach, and procedures used to achieve the IPM program goals.
  - b) Inform the public of our attempt to reduce pesticide use and respond to questions from the public about our pest management practices.

Monitor treatment to evaluate effectiveness. Keep monitoring records and include them in the IPM log book for each site.

### Record Keeping

Records will be kept on the number of pests or other indicators of pest populations both before and after any treatments. To meet the requirements of the state regulatory agency, use specific forms to record inspection and monitoring results, control efforts, and details of any pesticide application. Details include the target pest, name and quantity of pesticide used, site of application, date of application, time of application, name of the applicator, the application equipment used, conditions present that contribute to pest infestation, and prevention or nonchemical methods of control used. Forms should be unit/area-specific in order to identify trends over time. Records will be kept on site in an IPM log along with:

- Product labels
- Material Safety Data Sheets (MSDSs)
- Proof of registrations/licensing/insurance
- The pest control contract (or pest control crew scope of work)
- Service schedule

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- Service log/tickets
- Sample preparation instructions
- Educational materials for staff and residents

Records must be current and accurate if IPM is to work. The objective is to create records from which programs and practices can be evaluated in order to update the IPM Plan and pest control procedures, improving the system and eliminating ineffective and unnecessary treatments.

### Notification

We take the responsibility to notify residents and the site staff of upcoming treatments that will involve a pesticide application. Residents will be informed of the IPM program at time of move-in. Move-in orientation should include a brief introduction to IPM and the resident's responsibilities in the IPM program. Unless more strict state regulations apply, notices will be posted in designated areas in the offices and delivered to residents at least 48 hours in advance of treatment and are to remain posted in accordance with instructions on the pesticide product's label.

For some treatments, we will also deliver preparation instructions. Preparation instructions will be outlined in the pest control action plan, but will depend on the level of infestation in the unit and the abilities of the head of the household. The head of the household is responsible for ensuring the pest management professional has access to the unit and for completing the necessary preparations, as detailed in the preparation instructions.

### Pest Management Professionals (PMPs)

PMPs must be educated and trained in the principles and practices of IPM. Evidence of training include years of experience along with continuing education at conferences, seminars, or e-learning classes. PMPs must follow regulations and label precautions including those pertaining to notification and recordkeeping. Applicators must be certified by the state, comply with this IPM Policy, and fulfill the site IPM Plan. Certification and regulations also apply to maintenance or renovation contractors who may encounter pest during their work. Under no circumstances should PMPs sell, share, or make available any pesticide products to any non-licensed resident or staff.

The contractor shall not store or dispose of any pesticide product on our property.

## **Southern Nevada Regional Housing Authority Pest Control Procedure**

1. Notification of Pest Complaint
  - a) A resident reports a pest complaint in/outside of unit either through office or work order.
  - b) Requesters Name, Unit, Pest type, and time/date are logged in IPM logbook.
  
2. Schedule an Initial Appointment
  - a) Inspect unit for pests. Indicate on IPM log if a positive/negative.
  - b) Treatment is scheduled if unit is positive.
  - c) Resident is given preparation instructions .
  - d) Inspection may determine if other units need to be inspected.
  
3. Treatment of Unit(s)
  - a) Treat unit(s) following IPM guidelines. We will follow al pesticide labels regarding treatment.
  - b) Indicate on IPM log, time/date, type of treatment, follow up recommendations from PMP.
  
4. Close Work Order
  - a) Fill out work order. Notate any recommendations:
    - Was resident in compliance?
    - What/when will next step be?
    - If retreat/reinspect is needed, schedule an appointment at the time of first treatment.
  
5. Follow Up
  - a) Follow up treatments will be based on individual situations.
  - b) Manager follows up with letter/notes to document treatment, compliance, and any adverse actions if necessary.
  
6. After Eradication
  - a) Once treatment is complete and cleared by PMPs, indicate in IPM logbook.
  - b) Review IPM logbook for reports/tickets.

## **Southern Nevada Regional Housing Authority Bed Bug Policy**

The Southern Nevada Regional Housing Authority (SNRHA) recognizes the potential problems that can arise out of bed bug infestations in units. Accordingly, The SNRHA adopts this policy in an effort to minimize bed bug infestations in its properties.

### **HOUSING AUTHORITY RESPONSIBILITIES**

#### Management

The SNRHA will provide training to all staff members regarding the identification, prevention, and eradication of bed bugs. The SNRHA will provide education to new and existing residents on methods that may be utilized in order to prevent and detect bed bugs. Such efforts shall include written handouts, podcasts, and public workshops for residents to attend.

When needed, the SNRHA will provide Reasonable Accommodations for persons who are elderly or disabled in preparation for treatment. The SNRHA will assist those persons and will employ janitorial services in times when a disabled or elderly household requires additional support to prepare for treatment. The SNRHA will provide a bag-less vacuum to households who do not have one.

The SNRHA will keep a qualified pest control company under contract so they can be called upon “as needed” for inspections and treatment. The SNRHA will maintain written records of reports and incidents of bed bug infestation in the IPM Logbook and within the resident files. Said records shall contain the names, dates/times, and places, and type of treatment as well as any follow up inspections.

The SNRHA will not charge a resident for bed bug treatment. Residents will be notified of any adverse actions in writing that could lead to termination of household lease.

The SNRHA will inspect vacant units at rehab for bed bugs, and will treat/clear any vacant unit where bed bugs are present.

#### Inspection

When a resident reports the suspicion or existence of bed bugs in their unit, the SNRHA will respond within one (1) business day to the reporting resident, provide the resident with information about control and prevention of bed bugs and discuss measures the resident may be able to take in the unit before inspection is performed.

Within three (3) business days a Pest Control Technician will inspect the unit to determine if bed bugs are present. Multiple detection tools, such as monitors containing attractants and canine detection may be utilized in addition to a visual inspection.

When the initial inspection confirms the presence of active bed bugs, the resident will be provided the SNRHA Bed Bug Treatment Checklist. The inspection area will include the adjoining units above, below, left and right in a multifamily building. These surrounding households will be provided information about bed bugs prevention, detection and treatment. The inspection will further include the hallways and common areas. Any treatment needed will be scheduled within five (5) business days.

When an infestation is suspected but cannot be verified, the unit will be inspected periodically over several months. Monitors will be placed in unit. Common areas, elevators and hallways will be inspected on a continual basis, to be no less once a month.

#### Treatment

When a bed bug infestation is confirmed, treatment will be scheduled with the Pest Control Technician. The SNRHA will check in with the resident each business week to assess resident progress in preparing for treatment. When additional support is needed in an elderly or disabled household, the SNRHA will provide Reasonable Accommodation and will contract with janitorial services for assistance with preparation for

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treatment. In preparation of treatment, the SNRHA will provide a bag-less vacuum to those residents who do not have one. Residents will not be reimbursed the cost of any additional expense to the household, such as the purchase of new furniture, clothing or cleaning services to include laundering.

### **RESIDENT RESPONSIBILITIES**

HUD regulations require resident cooperation to successfully eliminate the presence of bed bugs. Any resident not cooperative with the SNRHA during inspection, treatment preparation, treatment, and/or follow up will be deemed in violation of their Dwelling Lease. Any SNRHA adverse action for non-compliance will be issued in accordance with the Dwelling Lease.

It is the resident's responsibility to immediately alert the SNRHA of the suspicion or presence of bed bugs. The resident will be required to provide a specimen to the SNRHA for determination of the type of insect. If it is a bed bug, an inspection will be scheduled to occur within three (3) business days. When an infestation is confirmed, the resident must complete all items listed on the SNRHA Bed Bug Treatment Checklist prior to treatment. Treatment will occur with confirmation of an infestation.

After treatment, the household must practice the diligence in taking steps to prevent the reintroduction of bed bugs. To limit cross contamination, residents must be conscious of those around him/her. If any family, friends, co-workers or neighbors have bed bugs --- resident shall refrain from allowing those persons into their unit, and shall refrain from allowing those persons into their unit, and shall refrain from visiting a unit where bed bugs are known. Resident shall refrain from entering common areas until treatment is complete. Resident shall further refrain from activities such as dumpster diving, and will fully inspect used items they bring into their unit. Effective treatment requires resident compliance with SNRHA Housekeeping Standards as stated in the Dwelling Lease.

All residents shall NOT move furniture out of the building without specific direction from the SNRHA. The resident must coordinate with the SNRHA in the case of any furniture removal as it will need to be wrapped, and immediately transported from the property.



# Appendix J

## Maintenance Service Policy Public Housing

The telephone number for maintenance work order requests, including emergency, routine, after hours, weekends, and holidays is :

**(702) 477-3100**

**EMERGENCY REPAIRS TO BE COMPLETED OR A TEMPORARY REPAIR MADE TO MAKE SAFE WITHIN 24 HOURS.**

**AN EMERGENCY IS WHEN THERE IS IMMINENT DANGER TO PERSONAL SAFETY OR THE SECURITY OF THE PROPERTY.**

- **Sewer Stoppages:** Toilets, outdoor main sewers, toilets backing up into tub are emergencies. Kitchen sink, bathroom sink, washer drains, and units with more than 1 toilet are not deemed emergencies.
- **Toilets: Running toilets, no matter how many in home.**
- **Total loss of Water:** No running water to the entire unit.
- **Inoperative Refrigerator:** If not cooling or leaking.
- **Plumbing Breaks or Leaks:** Indoor and outdoor main water lines, breaks that cause flooding in unit, and broken water tanks are emergencies. Faucet leaks where water can be shut off will not be considered emergencies.
- **Water Heater Failure:** No hot water at all.
- **Electrical Failure:** Entire unit **MUST** have no electrical service to be deemed an emergency.
- **Broken Windows:** Glass broken.
- **Exterior Door:** Any door that cannot be opened if it's the **ONLY** point of entry/exit.
- **Exterior Door:** Any door that cannot be secured doesn't matter if alternative means of entry/exit.
- **Windows:** Any window that cannot be opened or secured.
- **Air and Heating Calls:** All heating and cooling calls will take priority over routine calls. Cooling calls where temperature **exceeds 90 degrees** will be deemed an emergency. Heating calls where temperature drops **below 55 degrees** will be deemed an emergency. Although we attempt to promptly respond to all calls, because of the extremely high volume of calls received during extreme temperatures, please keep in mind it is **24 HOURS** from call out. We recommend you keep portable fans or heaters available for use during these times.
- **Smoke Alarms/CO Detector:** Malfunctioning/beeping.
- **Elevator:** Someone is unable to exit the elevator.
- **Dead Rodents:** If residents have dead mice/rats in traps.

## Southern Nevada Regional Housing Authority – Maintenance Plan

- **Roof Leaks:** Causing damage to property
- **Gas Odor/Gas Leaks/Total Loss**
- Fires: Damage to property
- UPCS Inspections: Health & Safety deficiencies

**URGENT REPAIRS TO BE COMPLETED OR A TEMPORARY REPAIR MADE TO MAKE SAFE WITHIN THREE (3) WORKING DAYS. AN URGENT REPAIR IS WHEN THERE IS A POTENTIAL DANGER TO PERSONAL SAFETY OR THE SECURITY OF THE PROPERTY IF IGNORED.**

- Partial loss of electrical power
- Partial loss of water supply
- Blocked sink, shower or bath
- Minor roof leaks

**ROUTINE REPAIRS ARE RESPONDED TO WITHIN TEN (10) WORKING DAYS. A ROUTINE REPAIR IS WHEN THERE IS NO DANGER TO PERSONAL SAFETY OR THE SECURITY OF THE PROPERTY IN THE NEAR FUTURE.**

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- **Lock Changes:** Lockouts and lock changes will not be considered an emergency at any time. All immediate lock changes will be subject to a \$25.00 same day service fee, in addition to \$25.00 per lock changed, during normal business hours. A picture ID will be required and such requests are only taken through the management office, during normal business hours. Requests after 5:00 pm, weekends, and holidays will be taken through the After Hours Service, and need verification of residency by the Property Manager and/or Director, and a flat fee of \$75.00 will be assessed. Only the Head of Household will be granted access. **Lock changes will not be performed after hours, only access to the unit.**
- 

If maintenance responds to an “**Emergency**” and it is found not to be an “**Emergency**” a charge will be applied to your account. We bill our labor rate at \$50.00 an hour at a minimum of two (2) hours. If the emergency or call is deemed a resident caused issue, you will be billed (see charge sheet posted in office), and payment will be due and payable within fourteen (14) days of service.

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## Unit Entry Procedure

To gain access into a unit SNRHA staff will:

- Staff will knock and announce themselves, **take a photo of address**
- If no response-- Staff will knock again and announce themselves again
- If no response—Staff will open door and announce themselves while standing at entry.
- Staff will take **a photo of reported deficiency then proceed with inspection/repairs, staff will also take a photo of repairs when completed regardless of the client's presence.whether anyone is present or not.**
- Staff will leave **a written yellow notice** within unit in a visible location upon completion of inspection/repairs stating reason, date and time.

Reasons SNRHA will enter an occupied unit are:

- Emergencies
- Inspections and maintenance
- Modernization and repairs
- Show the unit for leasing

Repairs requested by the family will not require prior notice to the family. Residents are notified in the lease that resident-requested repairs presume permission for SNRHA to enter. Residents may specify at the time of request for repair or maintenance that they be present. SNRHA will take reasonable measures to comply with the resident's request; however, known deficiencies must be corrected.

SNRHA will provide the family with a 48-hour notice prior to entering the unit for non-emergency reasons. . Non-emergency entries to the unit will be made during reasonable hours of the day.

An inspection/repair may not be conducted if there are minors and no adult (required to show identification) is present in the unit during the inspection/repair.

If no person is at present, staff will enter the unit and conduct the inspection/repair and will leave a written notice within the unit in a visible location explaining the reason the unit was entered and the date and time.

SNRHA staff will allow access to the unit for non-inspection emergency entry to proper authorities when issues of health or safety of the tenant are concerned.

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Southern Nevada Regional Housing Authority – Maintenance Plan

AVERAGE LAS VEGAS TEMPERATURES

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The following chart shows the average temperatures for the Las Vegas area for the period of 1971 through 2000.

| Month | JAN  | FEB  | MAR  | APR  | MAY  | JUN  | JUL   | AUG   | SEP  | OCT  | NOV  | DEC  |
|-------|------|------|------|------|------|------|-------|-------|------|------|------|------|
| MIN   | 36.8 | 41.4 | 47.0 | 53.9 | 62.9 | 72.3 | 78.2  | 76.7  | 68.8 | 56.5 | 44.0 | 36.6 |
| AVG   | 47.0 | 52.2 | 58.3 | 66.0 | 75.5 | 85.6 | 91.2  | 89.3  | 81.3 | 68.7 | 55.0 | 47.0 |
| MAX   | 57.1 | 63.0 | 69.5 | 78.1 | 87.8 | 98.9 | 104.1 | 101.8 | 93.8 | 80.8 | 66.0 | 57.3 |

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TAB 9



## SNRHA GRIEVANCE POLICY AND PROCEDURE



### I. OVERVIEW

When SNRHA makes a decision that has a negative impact on a family, the family is often entitled to dispute the decision. For applicants, the dispute takes the form of an informal review; for participants, or for applicants denied admissions because of citizenship issues, the dispute takes the form of an informal hearing. For public housing and Rental Assistance Demonstration (RAD) residents, the dispute can be a multi-step process involving an informal settlement meeting and if needed a formal hearing.

### II. SNRHA GRIEVANCE PROCEDURE SUMMARY:

The Southern Nevada Regional Housing Authority (SNRHA) Grievance Policy and Procedure is available to all applicants, participants and residents of the following SNRHA Housing Program:

- Conventional Public Housing Program
- Section 8 Housing Choice Voucher Program
- Rental Assistance Demonstration (RAD) Program
- Project-Based Voucher Program

The purpose of the SNRHA Grievance Procedure is to provide applicants, participants, and residents an opportunity for a hearing and/or due process review of SNRHA decisions that adversely affect their housing assistance.

### III. DEFINITIONS:

For the purpose of the SNRHA Grievance Policy and Procedure, the following definitions shall be applicable:

**Adverse Action** means a decision made by SNRHA to terminate or deny housing assistance to a family.

**Applicant** means a family who requests SNRHA housing assistance by submitting an application for housing to the following housing program(s) but is not yet a participant or resident:

- Conventional Public Housing
- Section 8 Housing Choice Voucher Program
- Rental Assistance Demonstration (RAD) Program
- Project Based Voucher Program

**Asset Manager** means the SNRHA employee who is responsible for the day-to-day operations of the public housing community that the Grievant resides in.

**Business Days** means days that SNRHA is open for business. This does not include weekends or holidays.

**Calendar Days** means consecutive days on the calendar including weekends and holidays.

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



**Conventional Public Housing Program** means federally subsidized housing owned and managed by SNRHA.

**Decision** means a written determination of a Grievance prepared by the SNRHA Hearing Officer.

**Denial** means a refusal affecting a person’s eligibility status.

**Dispute** means to question the validity or truth of an administrative action taken by SNRHA.

**Family** means the individual who is listed as the head of household on a SNRHA housing application and/or all persons listed as residents on a Public Housing Lease Agreement, or Section 8 Housing Choice Voucher Program participant.

**Formal Hearing** means an impartial review of a grievance and all related oral and documentary evidence, conducted by an impartial third party designated by SNRHA.

**Grievance** means a dispute submitted by a SNRHA applicant, participant or resident about a SNRHA decision that adversely affects the family’s housing assistance or eligibility thereof.

**Grievant** means an applicant, public housing resident, Section 8 Housing Choice Voucher participant or Rental Assistance Demonstration tenant who submits the dispute referenced in the paragraph above.

**Hearing** means an impartial review of a grievance and all relate oral and documentary evidence, conducted by an impartial third party designated by SNRHA.

**HUD** means the Department of Housing and Urban Development.

**Informal Hearing** means an informal process conducted by the Hearing Officer or designated person to review oral and documentary evidence pertinent to the facts and issues raised when a Section 8 Housing Choice Voucher participant disputes an adverse action which has been taken or is proposed to be taken by SNRHA.

**Informal Review** means a review of a grievance and all related oral and documentary evidence, of the decision that gave rise to the grievance, conducted by the SNRHA official, a designee, or Hearing Officer, in consultation with the grievant.

**Informal Settlement** means a written agreement between a SNRHA Asset Manager and a Public Housing Resident or a Property Manager and a Rental Assistance Demonstration (RAD) tenant that resolves a grievance without a formal hearing.

**Involuntarily Displaced** means having to move from a residence through no fault of your own.

**Live-In Aide** means a person who resides with a disabled household member, whose sole purpose is to provide 24 hour/7 day a week care for the disabled household member and who would not otherwise be living in the assisted unit. A Live-In Aide is not considered a member of the resident family even if the person is a relative of the family, and has no right to retain the assistance of the disabled household member.

**Participant** means a family in the Section 8 Housing Choice Voucher Program that holds a valid

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



voucher issued by SNRHA; or Currently occupies a unit assisted under the Section 8 Program; or Continues to occupy an assisted unit after the SNRHA suspends housing assistance payments due to landlord default, but does not have a transfer voucher; or Vacates an assisted unit before requesting a transfer voucher for reasons beyond their control; or Has made a timely request for a transfer voucher; or Has made a timely request for an informal Hearing.

**Preponderance of Evidence** means evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole, shows that the fact sought to be proven is more probable than not. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

**Resident** means adult persons listed on a SNRHA public housing lease who live in a SNRHA public housing apartment or scattered site home; or Resides in the unit, and who is the remaining family member of the resident family. **This definition does not include those adults designated as Live-In Aides.**

**Section 8 Housing Choice Voucher (HCV) Program** means federally assisted housing program administered through the SNRHA and where landlords own the units in the private sector.

**SNRHA** means the Southern Nevada Regional Housing Authority.

**Substandard Housing** means a unit that is not livable according to HUD definition.

**Tenant** means adult persons listed on a lease who live in a SNRHA Rental Assistance Demonstration (RAD) housing unit; or Resides in the unit, and who is the remaining family member of the resident family. **This definition does not include those adults designated as Live-In Aides.**

**Unit** means a residential space for the private use of a family.

### IV. GRIEVANCE PROCEDURES

#### A. INFORMAL REVIEWS

Informal Reviews are provided for program applicants. The Informal Review is intended to provide a “minimum hearing requirement” and need not be as elaborate as Informal or Formal Hearings. The Informal Review will be conducted by the Hearing Officer or designated person selected by SNRHA, depending on the program.

#### Decisions Subject to Informal Review

SNRHA must give an applicant the opportunity for an informal review of a decision denying assistance. Denial of assistance may include any or all of the following:

- Denying listing on a SNRHA waiting list
- Withdrawal from a SNRHA waiting list
- Denying a claim for a federal preference
- Denial of assistance based on an unfavorable history that may be the result of domestic violence dating violence, sexual assault or stalking
- Denying or withdrawing a voucher

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



- Refusing to enter into a HAP contract or approve a lease
- Refusing to process or provide assistance under portability procedures

Informal Reviews are **not** required for the following reasons:

- Discretionary administrative determinations by SNRHA
- General Policy issues or class grievances
- A determination of the family unit size under the SNRHA occupancy or subsidy standards
- A determination not to grant approval of tenancy
- A determination that the unit is not in compliance with HQS or UPCS standards
- A determination that the unit is not in accordance with the HQS due to family size or composition.

### 1. Notification to the Applicant

SNRHA must give an applicant prompt notice of a decision denying assistance. The notification must be provided to the applicant in writing, detailing the following:

- a. The basis for the determination.
- b. The procedures to request an informal review of the determination. An informal review request form shall be included with the notification.

### 2. Informal Review Request Procedures

An applicant may request an informal review if they are determined ineligible for the following reasons:

- Undeliverable mail
- Unsuitability as a tenant
- Unfavorable criminal history report
- Unfavorable management report
- Non-responsive to SNRHA requests, notices or appointments

- a. The applicant must submit a written request for an informal review of the determination within ten (10) ~~Business Day~~ of the date of the notification. The request for the informal review shall be submitted to the department that issued the notice. In the case of waiting list ineligibility, the request would be submitted to:

SNRHA Admissions Department  
5390 East Flamingo Road  
Las Vegas, Nevada 89122

- b. Upon receipt of the request, the Department Head or his/her designee shall review the request and the applicant's file to determine if the notification is in accordance with HUD regulations and SNRHA Policy.

- If the Department Head or his/her designee determines that the notification of ineligibility was in error, the file will be reinstated and no informal review will be required.
- If the Department Head or his/her designee determines that no errors have been made, a hearing packet will be forwarded to the hearing office for processing. The hearing packet must include the following:
  1. The notice of ineligibility

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



2. The application for assistance
3. Any documentary evidence to be presented at the informal review appointment.
4. A cover sheet with the client name, client number, the program, a description of the determination.

### 3. The Informal Review Meeting Notification

Upon receipt of the hearing packet, the Hearing Officer shall review the packet and determine whether the determination of ineligibility and the request for an informal review has been made in accordance with HUD regulations and SNRHA Policy.

- If the Hearing Officer determines that the determination of ineligibility was not in accordance with HUD regulations or SNRHA Policy, the Department will be notified that an error has been made with instructions to reinstate the applicant's file.
- If the Hearing Officer determines that the request for an informal review has not been made in accordance with SNRHA Policy, the Hearing Officer will send a notice of denial of the informal review request with an explanation of why the request has been denied.
- If the Hearing Officer determines that the notification of ineligibility and the request for an informal review comply with regulations and policies, an appointment for the informal review will be scheduled within ten (10) business days of receipt of the hearing packet.
- A written notice of the appointment will be mailed to the address the client indicated on the informal review request form or the last known address, if no address is provided. The appointment letter must include the following:

- Client name
- Client number
- Appointment date and time
- Appointment location
- Grievant Rights and Responsibilities

- A copy of the appointment letter will be forwarded to the referring department.

### 4. Informal Review Meeting

The Hearing Officer shall conduct the Informal Review meeting. The applicant and/or his/her authorized representative shall be in attendance together with the SNRHA official responsible for making the ineligibility determination at issue or a department designee who has been apprised of the determination and the reasons for the determination. The meeting may be held in person at a location designated by the Hearing Officer or may be held telephonically or via a secure internet platform.

### 5. Presentation of Evidence

During the Informal Review:

- The SNRHA official responsible for making the ineligibility determination or his/her designee shall be required to provide the regulatory and/or policy

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



basis for the determination at issue together with any related documentary evidence,

- The applicant and/or his/her authorized representative shall be afforded the opportunity to present related documentary and/or oral evidence which discounts, disproves, disputes or otherwise mitigates the basis for the ineligibility determination.

### 6. The Informal Review Decision Notification

Within ~~ten (10)~~ business days of the date of the Informal Review Meeting, the Hearing Officer or his/her designee shall notify the applicant and/or his/her authorized representative, in writing, of the Informal Review Decision.

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### 7. The Informal Review Decision

The person conducting the review is responsible for making the final decision as to whether assistance should be granted or denied. In rendering a decision, the Hearing Officer will evaluate whether or not the grounds for denial were stated factually in the notice, the validity of the grounds for the denial, the validity of the evidence and whether the facts prove the grounds for the denial. The Informal Review Decision shall be prepared by the Hearing Officer or his/her designee and shall clearly state the following:

- The date of the Informal Review Meeting
- The names of person in attendance
- The decision
- The applicable policy and/or regulatory provisions
- A statement that the Informal Review Decision is final and if the applicant believes that SNRHA practice/decision is discriminatory he/she has the right to submit a complaint to:

The United States Department of Housing and Urban Development  
 Office of Fair Housing and Equal Opportunity  
 One Sansome St.  
 San Francisco, CA 94104  
 (800) 424-8590  
 (800) 424-8529 (TDD)

If the family fails to appear for their informal review, the denial of admissions will stand and the family will be so notified. Failure to appear for in person Informal Review appointment within fifteen (15) minutes of the scheduled appointment time OR ten (10) minutes for telephonic/internet platform appointment will be considered failure to appear.

### B. INFORMAL SETTLEMENT MEETING

Residents/Tenants of the Conventional Public Housing or Rental Assistance Demonstration (RAD) Programs who are notified of a decision that adversely affects the resident's rights, duties, welfare or status as a Resident/Tenant may submit a Grievance in writing to the Manager's office to determine whether the Grievance can be settled informally.

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



### 1- Informal Settlement Meeting

After receiving notice of the adverse action from the Management Office, the written grievance request must be personally presented to the management office with jurisdiction for the unit in which the grievant resides within ten (10) calendar days. Upon written receipt from a resident/tenant, the Manager shall schedule a meeting with the grievant to discuss the issues presented by the Notice of Adverse Action. The purpose of the meeting is to determine whether the Grievance can be resolved without a Formal hearing.

The Manager will review the request, schedule and conduct the meeting within ten (10) calendar days.

The grievant will be given written notice of the appointment. The appointment letter must include the following:

- Client name
- Client number
- Appointment date and time
- Appointment location
- Grievant rights and responsibilities

The meeting may be held in person at a location specified in the appointment letter or may be held telephonically or via a secure internet platform.

The Manager and resident/tenant will discuss the grievance informally; an attempt will be made to settle the grievance informally, by discussion, without a hearing.

If the grievant does not request a Grievance within ten (10) calendar days of the Notice of Adverse Action, the disposition of the action shall become final. Failure to request a hearing shall not constitute a waiver by the grievant of his/her right to contest the action in disposing of the grievance in an appropriate judicial proceeding.

The grievant may not skip the Informal Settlement Meeting in order to request a Formal Hearing.

### 2- Informal Settlement Meeting Summary

The Manager shall prepare a written summary of the meeting discussion setting forth the following:

- The date of the Settlement Meeting
- The nature of the grievance
- The persons in attendance
- The nature of the proposed disposition and the specific reasons therefore
- The Formal Hearing request procedures (including the request form)

The written summary shall be prepared and provided to the Grievant within five (5) business days of the date of the meeting. A copy of the letter must be mailed to the grievant with proof of mailing via certificate of mail.

If the Grievant is not satisfied with the results of the Informal Settlement of Grievance meeting, the grievant may request a Formal Hearing, in writing, within ten (10) business days.

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



### C. FORMAL HEARING

If no informal settlement agreement is reached during the informal settlement meeting, the Grievant has the right to request a Formal Hearing. A Formal Hearing is a formal process conducted by the Hearing Officer to review oral and documentary evidence pertinent to the facts and issues raised when a resident/tenant disputes an adverse action, which has been taken or is proposed to be taken by the SNRHA or the Manager.

#### 1 - Hearing Request

The grievant may request a hearing by submitting a written hearing request to the Manager or SNRHA Central Office at SNRHA Hearing Office 340 N. 11<sup>th</sup> Street Las Vegas, NV 89101, within ten (10) business days of the date of the written Informal Settlement Meeting Summary.

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If the grievant does not request a formal hearing within ten (10) business days of the Informal Settlement Summary, the disposition of the grievance shall become final. Failure to request a formal hearing shall not constitute a waiver by the grievant of his/her right to contest action in disposing of the grievance in an appropriate judicial proceeding.

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The written hearing request must specify:

- The reason for the grievance
- The action or relief sought
- How the adverse action violates the resident/tenant's lease or other rule or regulation, as well as the resident/tenant's rights, duties, welfare or status.

Notwithstanding scheduling conflicts, the formal hearing shall be scheduled and conducted within ten (10) business days of the date the Hearing Officer receives the hearing request.

The grievant shall be given written notice of the appointment. The appointment letter must include the following:

- Client name
- Client number
- Appointment date and time
- Appointment location
- Grievant Rights and Responsibilities

The meeting may be held in person at a location designated by the Hearing Officer or may be held telephonically or via a secure internet platform.

#### 2 - Hearing Procedure

The Formal Hearing shall be conducted by an impartial, third-party, Hearing Officer, designated by SNRHA. The Formal Hearing shall be governed by the following due process considerations:

- A description of the issues and evidence presented
- Prior to the hearing, the grievant shall be afforded the opportunity to review all related documentary evidence maintained by management and allowed

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



to copy any documents in their file at a cost of \$1.00 per page after the first twenty-five (25) pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/tenant. Requests for copies of documents must be submitted in writing and SNRHA will have four days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payment must be by money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable. Evidence not made available to the Grievant, upon request, may not be used by management at the time of the hearing.

- The grievant shall be afforded the right to be represented by counsel and/or to designate a representative.
- The grievant shall be afforded the right to confront and cross-examine all Management's witnesses on whose testimony or information management will rely and to present testimony and/or documentary evidence to support his/her position.
- ***A prior determination on the same issue involving the same grievant shall be binding on the grievant and management.***
- Failure to appear at the Formal Hearing, without prior notification and approval may result in dismissal of the Grievance. Failure to appear for in person Formal Hearing appointment within fifteen (15) minutes of the scheduled appointment time OR ten (10) minutes for telephonic/internet platform appointment will be considered ***failure to appear.***

### 3 Formal Hearing Decision

The Formal Hearing decision shall be based **solely** on the evidence and testimony presented during the hearing. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information or documentation and/or might adjourn the hearing to reconvene at a later date, before reaching a decision, but must render a decision within ~~ten~~ (10) business days of the initial hearing regardless of the request for additional information.

Within ~~ten~~ (10) business days of the date of the hearing, the Hearing Officer shall prepare a written decision that sets forth the following:

- ***Hearing Information***
  - The date, time and location of the hearing
  - The names of the parties and their representatives in attendance at the hearing
  - The name of the Hearing Officer
- ***Background***
  - A brief, impartial statement of the reason for the hearing

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



- **Summary of the Evidence**
  - The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.
- **Finding of Facts**
  - The hearing officer will include all findings of fact, based on a preponderance of evidence.
- **Conclusion**
  - The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of evidence. This conclusion will result in a determination of whether these facts uphold the Proposed action.
- **Order**
  - The hearing officers written decision letter will include a statement of whether the proposed action is upheld or overturned. If it is overturned, the hearing officer will instruct management to restore the grievant’s program status.

The decision of the Hearing Officer is binding on management unless:

- The grievance does not concern SNRHA/management actions or failure to act, or that it did not concern a decision that adversely affected the Grievant’s lease, rights, rules, duties, welfare or status; or
- A determination is made that the Hearing Officer’s decision violates the requirements of the Annual contributions Contract between SNRHA and HUD; or
- For matters in which SNRHA is not required to provide an opportunity for a hearing; or
- Decisions that exceed the authority of the hearing officer; or
- Decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State, or Local laws, requirements of the annual contribution contract between SNRHA and HUD.

The decision of the Hearing Officer or a member of the Board of Commissioners in favor of SNRHA or which denies the relief requested by the grievant shall not constitute a waiver of, nor affect in any manner, the Grievant’s right to institute legal action against SNRHA in a court of competent jurisdiction regarding the subject matter of the Grievance.

The Grievant may utilize due process through the Court.

### 4 – Hearing Decisions Regarding Eviction

A decision of the Hearing Officer in favor of the grievant must specify which provision of the resident’s lease, other rule, SNRHA policy, procedure, or regulation has been violated. The remedy granted by the Hearing Officer may not violate:

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



- Local, State or Federal law;
- Resident’s lease;
- SNRHA rules or regulations;
- SNRHA Annual Contribution Contract with the Federal Government; or
- Federal regulations applicable to SNRHA

When the Hearing Officer affirms the SNRHA decision to terminate the Grievant’s tenancy, SNRHA/management must follow applicable State law to implement the eviction including, but not limited to:

- Providing all requisite notices
- Abiding by all applicable judicial determinations, including those that overrule the Hearing Officer’s Decision.

In no event shall the notice to vacate be issued prior to the decision of the Hearing Officer having been mailed or delivered to the grievant.

### D. EXPEDITED GRIEVANCE PROCEDURE

An expedited hearing may be requested and/or conducted to address a Grievance involving:

- Proposed Termination of tenancy due to criminal activity that threatens the health, safety or right to peaceful enjoyment of the housing community; or
- Proposed termination of tenancy due to drug-related criminal activity on or off the housing premises.

The expedited hearing procedure shall be listed on all Notices involving allegations of the foregoing criminal activity. The manager of the development in which the resident resides may elect to expedite a hearing due to the gravity of alleged activity. The manager in doing so, must contact the Hearing Officer within ~~forty-eight (48)~~ hours after service of the notice to request that the procedure be expedited. ~~(Proof of service must be included)~~

- Upon notification by the manager, the Hearing Officer will schedule the Expedited Hearing to take place within three (3) business days.
- The Hearing Officer will create an appointment letter, which the manager will hand deliver to the resident or post on the resident’s door. The Hearing Officer will also send a copy by regular mail via the United States Postal Service.
- After completion of the Expedited Hearing, the Hearing Officer will render a decision within three (3) business days.
- A copy of the decision letter will be forwarded to the manager and the original will be mailed to the resident by regular mail via the United States Postal Service.
- The manager may hand deliver a copy of the letter to the resident in order to expedite the notice to the resident.

### E. INFORMAL HEARINGS FOR PARTICIPANTS

SNRHA must offer an Informal Hearing for certain SNRHA determinations relating to the individual circumstances of a participant family. A participant is defined as a family that has been admitted to the HCV program and is currently assisted in the program. The purpose of

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



the Informal Hearing is to consider whether SNRHA’s determination related to the family’s circumstances were in accordance with the law, HUD regulations and SNRHA policies.

SNRHA is not permitted to terminate a family’s assistance until the time allowed for the family to request an Informal Hearing has elapsed and any requested hearing has been completed. SNRHA will provide a thirty (30) day notice or more prior to termination unless the family has been confirmed as a skip or a deceased person. This shall provide adequate time for the participant to request a hearing and a hearing to be scheduled. Deceased clients with no eligible remaining family member shall have the contract terminated the last day of the month in which the death occurred.

### 1- Informal Hearing Request

The grievant may request a hearing by submitting a written hearing request to the HCV Department at 380 N. Maryland Pkwy Las Vegas, NV 89101 or SRHA Central Office at SNRHA Hearing Office 340 N. 11<sup>th</sup> Street Las Vegas, NV 89101, within ten (10) business days of the date of notice of adverse action.

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If the grievant does not request an informal hearing within ten (10) business days of the notice of adverse action, the notice of adverse action shall become final. Failure to request an informal hearing shall not constitute a waiver by the grievant of his/her right to contest action in disposing of the grievance in an appropriate judicial proceeding.

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The written hearing request must specify:

- The reason for the grievance
- The action or relief sought
- How the adverse action violates the participant’s rights, duties, welfare or status.

Notwithstanding scheduling conflicts, the informal hearing shall be scheduled and conducted within ten (10) business days of the date the Hearing Officer receives the hearing request.

The grievant shall be given written notice of the appointment. The appointment letter must include the following:

- Client name
- Client number
- Appointment date and time
- Appointment location
- Grievant Rights and Responsibilities

The meeting may be held in person at a location designated by the Hearing Officer or may be held telephonically or via a secure internet platform.

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### 2- Informal Hearing Procedure

The Informal Hearing shall be conducted by an impartial, third-party, Hearing Officer, designated by SNRHA. The Informal Hearing shall be governed by the following due



## SNRHA GRIEVANCE POLICY AND PROCEDURE



process considerations:

- A description of the issues and evidence presented
- Prior to the hearing, the grievant shall be afforded the opportunity to review all related documentary evidence maintained by management and allowed to copy any documents in their file at a cost of \$1.00 per page after the first twenty-five (25) pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/tenant. Requests for copies of documents must be submitted in writing and SNRHA will have four days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payment must be by money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable. Evidence not made available to the Grievant, upon request, may not be used by management at the time of the hearing.
- The grievant shall be afforded the right to be represented by counsel and/or to designate a representative.
- The grievant shall be afforded the right to confront and cross-examine all SNRHA's witnesses on whose testimony or information SNRHA will rely and to present testimony and/or documentary evidence to support his/her position.
- ***A prior determination on the same issue involving the same grievant shall be binding on the grievant and SNRHA.***
- Failure to appear at the Informal Hearing, without prior notification and approval may result in dismissal of the Grievance. Failure to appear for in person Informal Hearing appointment within fifteen (15) minutes of the scheduled appointment time OR ten (10) minutes for telephonic/internet platform appointment will be considered ***failure to appear.***

### 3- Informal Hearing Decision

The Informal Hearing decision shall be based **solely** on the evidence and testimony presented during the hearing. No documents may be presented which have not been provided to the other party before the hearing if requested by the other party.

The Hearing Officer may ask the family for additional information or documentation and/or might adjourn the hearing to reconvene at a later date, before reaching a decision, but must render a decision within ten (10) business days of the initial hearing regardless of the request for additional information.

Within ~~ten~~(10) business days of the date of the hearing, the Hearing Officer shall prepare a written decision that sets forth the following:

- ***Hearing Information***
  - The date, time and location of the hearing
  - The names of the parties and their representatives in attendance at the hearing
  - The name of the Hearing Officer

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



- **Background**
  - A brief, impartial statement of the reason for the hearing
- **Summary of the Evidence**
  - The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.
- **Finding of Facts**
  - The hearing officer will include all findings of fact, based on a preponderance of evidence.
- **Conclusion**
  - The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of evidence. This conclusion will result in a determination of whether these facts uphold the Proposed action.
- **Order**
  - The hearing officers written decision letter will include a statement of whether the proposed action is upheld or overturned. If it is overturned, the hearing officer will instruct management to restore the grievant’s program status.

The decision of the Hearing Officer is binding on SNRHA unless:

- The grievance does not concern SNRHA actions or failure to act, or that it did not concern a decision that adversely affected the Grievant’s lease, rights, rules, duties, welfare or status; or
- A determination is made that the Hearing Officer’s decision violates the requirements of the Annual contributions Contract between SNRHA and HUD; or
- For matters in which SNRHA is not required to provide an opportunity for a hearing; or
- Decisions that exceed the authority of the hearing officer; or
- Decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to Federal, State, or Local laws, requirements of the annual contribution contract between SNRHA and HUD.

The decision of the Hearing Officer in favor of SNRHA or which denies the relief requested by the grievant shall not constitute a waiver of, nor affect in any manner, the Grievant’s right to institute legal action against SNRHA in a court of competent jurisdiction regarding the subject matter of the Grievance.

The Grievant may utilize due process through the Court.

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



### F. HEARING AND APPEAL PROVISIONS FOR NON-CITIZENS

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. Applicants who are denied assistance due to immigration status are entitled to an Informal Hearing, **not** an Informal Review.

Assistance to a family may not be delayed, denied or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the SNRHA hearing is pending, but assistance to an applicant may be delayed pending completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the SNRHA informal hearing process, does not preclude the family from exercising the right, that may be otherwise available, to seek redress directly through judicial procedures.

The notice of denial or termination of assistance for noncitizens must advise the family:

- That assistance will be denied or terminated, and provide a brief explanation of the reasons for the proposed denial or termination.
- The family may be eligible for proration of assistance.
- In the case of an HCV participant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518]
- That the family has the right to request an appeal to the USCIS of the results of the secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an Informal Hearing with SNRHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the Informal Hearing process.

#### 1- USCIS Appeal Process [24 CFR 5.514(e)]

When SNRHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, SNRHA must notify the family of the results of the USCIS verification within ten (10) business days.

The family will have thirty (30) calendar days from the date of the notification to request an appeal of the USCIS results.

The request for appeal must be made by the family in writing directly to the USCIS.

The family must provide SNRHA with a copy of the written request for appeal and the proof of mailing.

#### 2- Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



After notification of the USCIS decision on appeal, or in lieu of ~~an~~ appeal to the USCIS, the family may request SNRHA provide a hearing.

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The request for a hearing must be made either within thirty (30) calendar days of the date of the SNRHA notice of denial, or within thirty (30) calendar days of the USCIS appeal decision.

### 3- Informal Hearing Officer

SNRHA must provide an informal hearing before an impartial individual, other than the person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision. SNRHA has a designated Hearing Officer who will conduct such hearings.

### 4- Evidence

The family must be provided the opportunity to examine and copy at the family's expense, and at a reasonable time in advance of the hearing, any documents in the possession of SNRHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

- The family shall be afforded the opportunity to review all related documentary evidence maintained by management and allowed to copy any documents in their file at a cost of \$1.00 per page after the first twenty-five (25) pages. If a third party requests the documents, they must pay \$1.00 per page starting with the first page and have a written release of information signed by the resident/tenant. Requests for copies of documents must be submitted in writing and SNRHA will have four days to process the request. Documents must be picked up within three (3) days of the date they are completed and shall not be given out prior to payment. Payment must be by money order or cashier's check; or if from a legal representative, a check from the company shall be acceptable.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by SNRHA, and to confront and cross-examine all witnesses on whose testimony or information SNRHA relies.

### 5- Representation and Interpreter Services

Family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to request an interpreter. Upon request, SNRHA will provide competent interpretation services, free of charge.

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



### 6- Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape at their expense.

- HUD’s Final Rules dated March 8, 2-16, entitled “Streamlining Administrative Regulations for Public Housing/Housing Choice Voucher Final Rule”, states the hearing officer must maintain a log of all hearings. HUD shall provide the details of that log at a future date and SNRHA shall ensure compliance. HUD has also clarified that any party may obtain a copy of the hearing transcript *at their own expense*. Therefore, SNRHA shall ensure all hearings are recorded.

### 7- Hearing Decisions

SNRHA must provide the family with a written final decision, based solely on the facts presented at the hearing, within ~~ten~~(10) business days of the date of the informal hearing. The decision must state the basis for the decision.

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The Hearing Officer’s decision will be binding on SNRHA unless SNRHA’s Board of Commissioners determines that:

- The grievance does not concern PHA actions or failure to act in accordance with or involving the grievant’s rights, duties, welfare or status; or
- The decision of the Hearing Officer is contrary to applicable Federal, State, Local laws, HUD regulations or requirements of the Annual Contribution contract between HUD and SNRHA.

A decision by the hearing officer in favor of SNRHA or which denies the relief requested by the Grievant in whole or in part will not constitute a waiver of, nor affect in any manner, any rights the grievant may have to a judicial review in any judicial proceeding, which may thereafter be brought in this matter,

Per HUD’s Final Rule, hearings may not be postponed more than five (5) business days and all parties must be advised.

### 8- Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, the family may request SNRHA provide a hearing. The request must be made wither within thirty (30) calendar days of the notice of termination, or within thirty (30) calendar days of the USCIS appeal decision.

For the Informal Hearing procedures that apply to resident families whose assistance is being terminated based on immigration status, see Sections E3 through E8 above.

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## SNRHA GRIEVANCE POLICY AND PROCEDURE



### 9- Retention of Documents [24 CFR 5.514(h)]

SNRHA must retain the for a minimum of five (5) years the following documents that may have been submitted to SNRHA by the family, or provided to SNRHA as part of the USCIS appeal or the SNRHA Informal Hearing process:

- The application of assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an Informal Hearing
- The final Informal Hearing decision

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The HAP for a manufactured home space under the housing choice voucher program is the lower of the payment standard minus the TTP or the (gross) manufactured home space rent minus the TTP.

### **Rent Reasonableness**

Initially, and annually thereafter SNRHA must determine that the rent for the manufactured home space is reasonable based on rents for comparable manufactured home spaces. SNRHA must consider the location and size of the space, and any services and maintenance to be provided by the owner. By accepting the monthly HAP check, the owner certifies that the rent does not exceed rents charged by the owner for comparable unassisted spaces in the manufactured home park or elsewhere.

## **15-VI.D. HOUSING QUALITY STANDARDS**

Under either type of occupancy described in 15-VI.A above, the manufactured home must meet all HQS performance requirements and acceptability criteria discussed in Chapter 8 of this plan. In addition, the following requirement applies:

### ***Manufactured Home Tie-Down***

A manufactured home must be placed on the site in a stable manner, and must be free from hazards such as sliding or wind damage. The home must be securely anchored by a tie-down device that distributes and transfers the loads imposed by the unit to appropriate ground anchors to resist overturning and sliding.

## **PART VII. HOMEOWNERSHIP**

[24 CFR 982.625 through 982.643]

### **15-VII.A. OVERVIEW [24 CFR 982.625]**

The homeownership option is used to assist a family residing in a home purchased and owned by one or more members of the family. A family assisted under this option will be an existing participant in the HCV tenant-based program, and must be in good standing. SNRHA has demonstrated the capacity to operate a successful HCV homeownership program as defined by the regulations and will use financial instruments that are recognized and accepted by governmental agencies or the secondary market of Fannie Mae, Freddie Mac or FHA.

**Except in the case of reasonable accommodation,** there is only one form of homeownership assistance currently available that SNRHA may offer under this option and that is monthly homeownership assistance payments.

SNRHA may offer homeownership assistance if needed so that the program is readily accessible to and usable by persons with disabilities or elderly. It is the sole responsibility of SNRHA to determine whether it is reasonable to implement a homeownership program as a reasonable accommodation. SNRHA must determine what is reasonable based on the specific circumstances and individual needs of the person with a disability.

SNRHA will review request for reasonable accommodations and may approve a live-in aide if needed as a reasonable accommodation so that the program is readily accessible to and usable by persons with disabilities.



Criteria to be used to demonstrate SNRHA capacity:

- SNRHA requires the financing for purchase of a home under its Housing Choice Voucher homeownership program complies with secondary mortgage market requirements; or complies with generally accepted private sector underwriting standards.
- SNRHA reserves the right to impose additional criteria on the financial instruments, depending on family circumstances or changes in the homeownership market. SNRHA will offer only the monthly homeownership assistance payments at this time.

#### **15-VII.B. FAMILY ELIGIBILITY [24 CFR 982.627]**

The family must meet all of the requirements listed below before the commencement of homeownership assistance. SNRHA may also establish additional initial requirements as long as they are described in SNRHA administrative plan.

- The family must have been admitted to the Housing Choice Voucher program for at least one year.
- The family must qualify as a first-time homeowner, or may be a cooperative member.
- The non-disabled/elderly family must meet the Federal minimum income requirement. The family must have a gross annual income equal to the **Federal minimum wage multiplied by 2000, based on the income of adult family members who will own the home.** SNRHA may establish a higher income standard for families. However, a family that meets the federal minimum income requirement (but not SNRHA's requirement) will be considered to meet the minimum income requirement if it can demonstrate that it has been pre-approved for financing that is sufficient to purchase an eligible unit. Welfare assistance cannot be used to determine minimum income requirements.
- For disabled families, the minimum income requirement is equal to the current SSI monthly payment for an individual living alone, multiplied by 12.
- For elderly or disabled families, welfare assistance payments for adult family members who will own the home will be included in determining whether the family meets the minimum income requirement. It will not be included for other families.
- The family must satisfy the employment requirements by demonstrating that one or more adult members of the family who will own the home at commencement of homeownership assistance is currently employed on a full-time basis (the term 'full-time employment' means not less than an average of **30 hours per week**); and has been continuously so employed during the year before commencement of homeownership assistance for the family. Continuously employed shall be defined as a break for no more than two months during a consecutive 12-month period.
- The employment requirement does not apply to elderly and disabled families. In addition, if a family, other than an elderly or disabled family includes a person with disabilities, SNRHA must grant an exemption from the employment requirement if SNRHA determines that it is needed as a reasonable accommodation.
- The family does not owe money to SNRHA or any other PHA.



- The family has not committed any serious or repeated violations of a SNRHA-assisted lease within the past year.
- The family is in good standing with all terms of the family obligations and has been so for at least one year.
- The family has not defaulted on a mortgage securing debt to purchase a home under the homeownership option.
- Except for cooperative members who have acquired cooperative membership shares prior to commencement of homeownership assistance, no family member has a present ownership interest in a residence at the commencement of homeownership assistance for the purchase of any home.
- The family must attend all scheduled training and referral service meetings to HUD Certified Housing Counseling agencies.
- The family must report all changes in income and family composition within 10 calendar days of said change, in writing.
- The family must choose lenders where underwriting criteria comply with basic mortgage lending. No predatory lending practices will be approved in this program.
- The family must select an existing home within Clark County or under construction at the time the participant enters into a Contract of Sell.
- Except for cooperative members who have acquired cooperative membership shares prior to the commencement of homeownership assistance, the family has entered a contract of sale in accordance with 24 CFR 982.631(c).
- The family must provide SNRHA with a copy of the contract of sale; proof of hazard insurance; insurance credit underwriting requirements for FHA – insured single family mortgage loans. (HUD Handbook 4155.1)
- The home must pass an initial SNRHA HQS inspection. The family must also have an independent professional home inspection to inspect the home to identify physical defects and the condition of major building systems and components. A copy of the independent inspection report must be given to SNRHA. The family must pay for the independent inspection. Any failed items in an Independent inspection may be grounds to deny the contract of homeownership from being signed.
- The seller is responsible for completing necessary pre-purchase repairs.
- The selected home must be a one-unit property, or single dwelling unit in a cooperative, or condominium, or a townhome, or a manufactured home.
- The family must agree to complete a pre-homeownership counseling program and post training, as required.
- The family must provide evidence of payment of taxes and homeowner’s insurance annually at recertification.
- The family must sign a contract of Homeownership Obligations



- The family must notify SNRHA of any foreclosure notices or late notices received from their lenders within 10 calendar days of receiving said notice. If client receives more than three (3) late notices that were more than 30 calendar days delinquent within a calendar year, the participant must attend post homeownership counseling
- The family does not owe SNRHA or any other PHA a bad debt.
- The family must participate and graduate from FSS, except for the elderly and disabled.

#### **15-VII.C. SELECTION OF FAMILIES [24 CFR 982.626]**

Unless otherwise provided (under the homeownership option), SNRHA may limit homeownership assistance to families or purposes defined by SNRHA, and may prescribe additional requirements for commencement of homeownership assistance for a family. Any such limits or additional requirements must be described in SNRHA administrative plan.

If SNRHA limits the number of families that may participate in the homeownership option, SNRHA must establish a system by which to select families to participate.

SNRHA has designated one hundred fifty (150) vouchers to be used in the homeownership program. SNRHA reserves the right to adjust the number of vouchers available depending on the capacity of SNRHA and changes in the market. SNRHA may exceed the number of units planned if it is necessary as a reasonable accommodation for a person with a disability. If this occurs, SNRHA reserves the right to reduce the number of homeownership units offered in subsequent years.

Within preference and non-preference categories, families will be selected according to the date and time of their application for participating in the homeownership option approved by SNRHA.

All families must meet eligibility requirements as defined in Section 15-VII.B of this plan.

#### **15-VII.D. ELIGIBLE UNITS [24 CFR 982.628]**

In order for a unit to be eligible, SNRHA must determine that the unit satisfies all of the following requirements:

- The unit must meet HUD’s “eligible housing” requirements. The unit may not be any of the following:
  - A public housing or Indian housing unit (except as approved by HUD)
  - A unit receiving Section 8 project-based assistance;
  - A nursing home, board and care home, or facility providing continual psychiatric, medical or nursing services;
  - A college or other school dormitory;
  - On the grounds of penal, reformatory, medical, mental, or similar public or private institutions.
  - Rent to own units.



- The unit must be under construction (footer poured and in place) or already exist at the time the family enters into the contract of sale.
- The unit must be a one-unit property or a single dwelling unit in a cooperative or condominium.
- The unit must have been inspected by SNRHA and by an independent inspector designated by the family.
- The unit must meet Housing Quality Standards (see Chapter 8).
- For a unit where the family will not own fee title to the real property (such as a manufactured home), the home must have a permanent foundation and the family must have the right to occupy the site for at least 40 years.

For SNRHA-owned units all of the following conditions must be satisfied:

- SNRHA informs the family, both orally and in writing, that the family has the right to purchase any eligible unit and a SNRHA-owned unit is freely selected by the family without SNRHA pressure or steering;
- The unit is not ineligible housing;
- SNRHA obtains the services of an independent agency to inspect the unit for compliance with HQS, review the independent inspection report, review the contract of sale, determine the reasonableness of the sales price and any SNRHA provided financing. All of these actions must be completed in accordance with program requirements.

SNRHA must not approve the unit if SNRHA has been informed that the seller is debarred, suspended, or subject to a limited denial of participation.

#### **15-VII.E. ADDITIONAL SNRHA REQUIREMENTS FOR SEARCH AND PURCHASE [24 CFR 982.629]**

It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance. SNRHA may establish the maximum time that will be allowed for a family to locate and purchase a home, and may require the family to report on their progress in finding and purchasing a home.

If the family is unable to purchase a home within the maximum time established by SNRHA, SNRHA may provide additional time for the family to search. Documentation requesting the additional time will be provided by the family.

##### SNRHA Policy

The family will be allowed 120 calendar days to identify a unit and submit a sales contract to SNRHA for review. The family will be allowed an additional 120 calendar days to close on the home. SNRHA may grant extensions to either of these periods as a reasonable accommodation. The length of the extension(s) will be determined on a case-by-case, but in no case will an extension exceed a total of 120 calendar days. The maximum amount of time a family will be given to locate and complete the purchase of a home under the homeownership option is 240 calendar days, unless a reasonable accommodation is requested and approved.





During these periods, the family will continue to receive HCV rental assistance in accordance with any applicable lease and HAP contract until the family vacates the rental unit for its purchased home.

All requests for extensions must be submitted in writing to SNRHA prior to the expiration of the period for which the extension is being requested. SNRHA will approve or disapprove the extension request within 10 calendar days. The family will be notified of SNRHA's decision in writing.

The family will be required to report their progress on locating and purchasing a home to SNRHA every 30 calendar days until the home is purchased.

If the participant family cannot complete the purchase of a unit within the maximum required time frame, and is not receiving rental assistance under a HAP contract at the time the search and purchase time period expires, the family will be allowed to lease a unit and remain in the rental program, so long as they are still in good standing with the program.

#### **15-VII.F. HOMEOWNERSHIP COUNSELING [24 CFR 982.630]**

Before commencement of homeownership assistance for a family, the family must attend and satisfactorily complete the pre-assistance homeownership and housing counseling program required by SNRHA and be a graduate of the Family Self-Sufficiency Program, except elderly or disabled. HUD suggests the following topics for SNRHA-required pre-assistance counseling:

- Home maintenance (including care of the grounds);
- Budgeting and money management;
- Credit counseling;
- How to negotiate the purchase price of a home;
- How to obtain homeownership financing and loan pre-approvals, including a description of types of financing that may be available, and the pros and cons of different types of financing;
- How to find a home, including information about homeownership opportunities, schools, and transportation in SNRHA jurisdiction;
- Advantages of purchasing a home in an area that does not have a high concentration of low-income families and how to locate homes in such areas;
- Information on fair housing, including fair housing lending and local fair housing enforcement agencies; and
- Information about the Real Estate Settlement Procedures Act (12 U.S.C. 2601 et seq.) (RESPA), state and Federal truth-in-lending laws, and how to identify and avoid loans with oppressive terms and conditions.

SNRHA may adapt the subjects covered in pre-assistance counseling (as listed) to local circumstances and the needs of individual families.

SNRHA may also offer additional counseling after commencement of homeownership assistance (ongoing counseling). If SNRHA offers a program of ongoing counseling for participants in the



homeownership option, SNRHA shall have discretion to determine whether the family is required to participate in the ongoing counseling.

If SNRHA does not use a HUD-approved housing counseling agency to provide the counseling, SNRHA will ensure that its counseling program is consistent with the counseling provided under HUD's Housing Counseling program.

#### SNRHA Policy

SNRHA shall require all participants to attend a HUD-Certified Counseling Program.

SNRHA may require all families to attend and complete post-purchase ongoing homeownership counseling, if there are payment concerns.

All families wishing to participate in the Homeownership Program must complete a minimum of the regular eight hours of pre-purchase homeownership counseling and any individually required HUD approved counseling sessions.

#### ***DOWN PAYMENT REQUIREMENTS***

- A minimum down payment as required by the lender of three (3) percent from the participant, of which one (1) percent must be from the participant's personal resources.

#### ***FINANCIAL REQUIREMENTS***

- The family must secure its own financing for the home purchase with an approved lender. The participant must submit a mortgage approval letter.
- SNRHA will not directly or indirectly make choices of lenders although we may provide participants with a list of multiple approved lenders as a tool.
- SNRHA must review and approve the lender contract, prior to signing participants Housing Choice Voucher Homeownership contract to ensure it does not have any predatory lending and the family can afford the proposed financing.
- No balloon payment or variable interest rate mortgages will be approved.
- Neither SNRHA nor HUD will guarantee any mortgage financed under this program.
- Contract of sale must contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation under 24 CFR; Part 24.

#### ***PAYMENT GENERAL***

- Once SNRHA executes a Contract of Homeownership Obligations with the participant, which will occur after all documents, inspections and contracts have been received and approved, Housing Assistance Payments (HAP) will be made to the participant payable to the participant on the first (1<sup>st</sup>) of each month.
- Housing Choice Voucher Program payment will equal the lower of (1) the payment standard minus the total tenant payment; or (2) the family's monthly homeownership expenses minus the total tenant payment. In determining the amount of the homeownership assistance payment, SNRHA



will use the same payment standard, utility allowance, payment standard and subsidy assistance as used in the Housing Choice Voucher Program.

- The family is responsible for the monthly homeownership expenses not reimbursed by the HAP. Repeated late payments to the lender shall result in the participant's termination. Repeated is defined as "two late payments within 6 months consecutive period". The family will be referred to post-counseling if late payments are verified. If the family refuses to attend, the family shall be terminated. (See Chapter 12)
- SNRHA must use the UA schedule and payment standard applicable to the Housing Choice Voucher Rental Program. Occupancy standards shall not change after commencement of the contract.
- A family that defaults on their mortgage must reapply for the Housing Choice Voucher tenant-based program to receive Housing Choice Voucher rental assistance. They will not be considered under continuous occupancy.

### ***FAMILY OBLIGATIONS***

- Homeownership assistance will be paid only while the family is residing in the home.
- The family must comply with the following family obligations:
  - ***Ongoing counseling*** – referred as required to ensure no foreclosures.
  - ***Compliance with mortgage*** – Must comply with the terms of the mortgage securing debt incurred to purchase the home and any refinancing of such debt.
  - ***Prohibition against conveyance or transfer of home*** – (i) So long as the family is receiving homeownership assistance, use and occupancy of the home is subject to §982.551(h) and (I). The family may not sell, convey or transfer any interest in the home to any entity or person other than a member of the assisted family residing in the home.
    - (ii) In the case of assistance for a homeowner, the family may grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.
    - (iii) Upon death of a family member who holds, in whole or in part, title to the home or ownership of cooperative membership shares for the home, home ownership assistance may continue pending settlement of the descendant's estate, notwithstanding transfer of title by operation of law to the descendant's executor or legal representative, so long as the home is solely occupied by remaining family members in accordance with §982.55(h).
  - ***Supplying required information*** – (i) The family must supply required information to SNRHA in accordance with 982.551(b).
    - (ii) In addition to other required information, the family must supply any information, as required by SNRHA or HUD concerning:
      - A. Any mortgage or other debt incurred to purchase the home, and any refinancing of such debt (including information needed to determine whether



the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt;

- B. Any sale or other transfer of any interest in the home; or
- C. The family's home ownership expenses.

- **Notice of move out** – The family must notify SNRHA before the family moves out of the home or put the home up for sell. SNRHA prohibits moves within the first five years under the program.
- **Notice of Mortgage Default** – The family must notify SNRHA if the family defaults on a mortgage securing any debt incurred to purchase the home.
- **Must provide annually statement of mortgage payment to verify payments are made on time each month.** This will be submitted at annual recertification.
- All other Housing Voucher Program family HUD required family obligations.

#### ***Denial/Termination of Assistance***

- SNRHA may deny permission to move or continue with HAP payments, in accordance with Section 24 CFR 982.552, including termination of assistance for violation of any family obligations described in Section 24 CFR 982.632 and/or in SNRHA's Housing Choice Voucher Administrative Plan, Chapter 15 "Denial/Termination of Assistance".
- Homeownership Participants who opt out of this program or who are terminated must reapply for Housing Choice Voucher Tenant-Based Assistance if they choose, only when the wait list is opened.
- SNRHA will further terminate assistance for any member of the family that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage securing debt incurred to purchase the home, or any refinancing of such debt.

#### **ADDITIONAL REQUIREMENTS**

- Annual re-exams will be conducted and appropriate adjustments made.
- Two late mortgage payments within a six- (6) month period may result in the client being referred to post purchase counseling for which the client must attend or be terminated from the HCV Homeownership program.

#### **OTHER ITEMS**

- SNRHA will earn the same administrative fees as in the tenant-based rental program for each month that home ownership assistance is paid.
- The family must provide SNRHA with a copy of the contract of sale.
- Head of household and any spouse of the head of household that has previously defaulted on a mortgage obtained through the home ownership option are barred from receiving future Housing Choice Voucher homeownership assistance.



- Prohibition on ownership interest on second residence: During the time the family receives homeownership assistance, no family member may have any ownership interest in any other residential property [24CFR 982.633 (7).]

### ***Homeownership Expenses***

SNRHA has established the following allowances to be used in determining expenses for all homeownership families. Deductions are:

- Principal and Interest on initial mortgage
- Utility Allowance
- Current participants with current HOA allowances as of July 2012 shall be grandfathered to allow the allowance to remain for condos only. All future participants shall not receive HOA allowances. SNRHA shall not pay increased subsidy towards mortgage loans as a result of equity loan after the initial contract or any other increases in mortgage debt amounts.
- SNRHA shall decrease subsidy assistance when refinancing of the mortgage results in lowered payments.
- Real Estate Taxes
- Home Insurance
- \$50 monthly home repair
- \$50 maintenance allowance

### **15-VII.G. HOME INSPECTIONS, CONTRACT OF SALE, AND SNRHA DISAPPROVAL OF SELLER [24 CFR 982.631]**

#### **Home Inspections**

SNRHA may not commence monthly homeownership assistance payments for a family until SNRHA has inspected the unit and has determined that the unit passes HQS.

An independent professional inspector selected by and paid for by the family must inspect the unit. The independent inspection must cover major building systems and components, including foundation and structure, housing interior and exterior, and the roofing, plumbing, electrical, and heating systems. The independent inspector must be qualified to report on property conditions, including major building systems and components.

HQS Inspections may be completed after closing but prior to contract effective date of the HAP contract. However, we will require a passed HQS Inspection.

SNRHA may not require the family to use an independent inspector selected by SNRHA. The independent inspector may not be a SNRHA employee or contractor, or other person under control of SNRHA. However, SNRHA may establish standards for qualification of inspectors selected by families under the homeownership option.

SNRHA may disapprove a unit for assistance based on information in the independent inspector's report, even if the unit was found to comply with HQS.



SNRHA shall not conduct annual HQS inspections on homeownership units after the first initial Inspection.

### **Contract of Sale**

Before commencement of monthly homeownership assistance payments, a member or members of the family (one must be head of household) must enter into a contract of sale with the seller of the unit to be acquired by the family. The family must give SNRHA a copy of the contract of sale. The contract of sale must:

- Specify the price and other terms of sale by the seller to the purchaser;
- Provide that the purchaser will arrange for a pre-purchase inspection of the dwelling unit by an independent inspector selected by the purchaser;
- Provide that the purchaser is not obligated to purchase the unit unless the inspection is satisfactory to the purchaser;
- Provide that the purchaser is not obligated to pay for any necessary repairs; and
- Contain a certification from the seller that the seller has not been debarred, suspended, or subject to a limited denial of participation under CFR part 24.

### **Disapproval of a Seller**

In its administrative discretion, SNRHA may deny approval of a seller for the same reasons a SNRHA may disapprove an owner under the regular HCV program [see 24 CFR 982.306(c)].

### **15-VII.H. FINANCING [24 CFR 982.632]**

SNRHA may establish requirements for financing purchase of a home under the homeownership option. This may include requirements concerning qualification of lenders, terms of financing, restrictions concerning debt secured by the home, lender qualifications, loan terms, and affordability of the debt. SNRHA must establish policies describing these requirements in the administrative plan.

#### SNRHA Policy

As a check against predatory lending, SNRHA will review the financing and refinancing of each purchase transaction, including estimated closing cost. SNRHA will not approve loans for features, such as balloon payments, adjustable rate mortgages, and unusually high interest rates. SNRHA will not approve any loans that contain predatory practices. SNRHA also will not approve “seller financing” or “owner held” mortgages. Beyond these basic criteria, SNRHA will rely on the lenders or the secondary market to determine the loan that will be affordable to program participants.

A SNRHA may not require that families acquire financing from one or more specified lenders, thereby restricting the family’s ability to secure favorable financing terms.

### **15-VII.I. CONTINUED ASSISTANCE REQUIREMENTS; FAMILY OBLIGATIONS [24 CFR 982.633]**

Homeownership assistance may only be paid while the family is residing in the home. If the family moves out of the home, SNRHA may not continue homeownership assistance after the month when



the family moves out. The family or lender is not required to refund to SNRHA the homeownership assistance for the month when the family moves out.

Before commencement of homeownership assistance, the family must execute a statement in which the family agrees to comply with all family obligations under the homeownership option.

The family must comply with the following obligations:

- The family must comply with the terms of the mortgage securing debt incurred to purchase the home, or any refinancing of such debt.
- The family may not convey or transfer ownership of the home, except for purposes of financing, refinancing, or pending settlement of the estate of a deceased family member. Use and occupancy of the home are subject to 24 CFR 982.551 (h) and (i).
- The family must supply information to SNRHA or HUD as specified in 24 CFR 982.551(b). The family must further supply any information required by SNRHA or HUD concerning mortgage financing or refinancing, sale or transfer of any interest in the home, or homeownership expenses.
- The family must notify SNRHA within 30 calendar days, when they have refinanced their mortgage or taken out an equity loan and provide the new documents.
- The family must notify SNRHA before moving out of the home.
- The family must notify SNRHA if the family defaults on the mortgage used to purchase the home.
- No family member may have any ownership interest in any other residential property.
- The family may comply with all post assistance counseling requirements.
- The family must comply with the obligations of a participant family described in 24 CFR 982.551, except for the following provisions which do not apply to assistance under the homeownership option: 24 CFR 982.551(c), (d), (e), (f), (g) and (j).
- The family must, at annual reexamination, document that the family is current on mortgage, insurance, taxes and utility payments.

#### **15-VII.J. MAXIMUM TERM OF HOMEOWNER ASSISTANCE [24 CFR 982.634]**

Except in the case of a family that qualifies as an elderly or disabled family, other family members (described below) shall not receive homeownership assistance for more than:

- Fifteen years, if the initial mortgage incurred to finance purchase of the home has a term of 20 years or longer; or
- Ten years, in all other cases.

The maximum term described above applies to any member of the family who:

- Has an ownership interest in the unit during the time that homeownership payments are made; or
- Is the spouse of any member of the household who has an ownership interest in the unit during the time homeownership payments are made.



In the case of an elderly family, the exception only applies if the family qualifies as an elderly family at the start of homeownership assistance. In the case of a disabled family, the exception applies if at any time during receipt of homeownership assistance the family qualifies as a disabled family.

If, during the course of homeownership assistance, the family ceases to qualify as a disabled or elderly family, the maximum term becomes applicable from the date homeownership assistance commenced. However, such a family must be provided at least six (6) months of homeownership assistance after the maximum term becomes applicable (provided the family is otherwise eligible to receive homeownership assistance).

If the family has received such assistance for different homes, or from different PHAs, the total of such assistance terms is subject to the maximum term described in this part.

### **15-VII.K. HOMEOWNERSHIP ASSISTANCE PAYMENTS AND HOMEOWNERSHIP EXPENSES [24 CFR 982.635]**

The monthly homeownership assistance payment is the lower of: the voucher payment standard minus the total tenant payment, or the monthly homeownership expenses minus the total tenant payment. This amount shall not increase as a result of the family taking out equity loans or other loan modifications resulting in increased mortgage payments.

In determining the amount of the homeownership assistance payment, SNRHA will use the same payment standard schedule, payment standard amounts, and subsidy standards as those described in elsewhere in this plan for the Housing Choice Voucher program.

SNRHA shall pay the homeownership assistance payments directly to the family.

Homeownership assistance for a family terminates automatically 180 calendar days after the last homeownership assistance payment on behalf of the family. However, SNRHA may grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

#### SNRHA Policy

SNRHA will allow the following homeownership expenses:

The PHA must adopt policies for determining the amount of homeownership expenses to be allowed by the PHA in accordance with HUD requirements.

Homeownership expenses (not including cooperatives) only include amounts allowed by the PHA to cover:

- Principal and interest on initial mortgage debt, any refinancing of such debt, and any mortgage insurance premium incurred to finance purchase of the home;

- SNRHA utility allowance for the home;

- Principal and interest on mortgage debt;

- Real Estate Taxes





## Home Insurance

\$50 monthly home repair

\$50 maintenance allowance

If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the PHA determines that allowance of such costs as homeownership expenses is needed as a reasonable accommodation so that the homeownership option is readily accessible to and usable by such person;

Land lease payments where a family does not own fee title to the real property on which the home is located; [see 24 CFR 982.628(b)].

For a condominium unit, condominium operating charges, or maintenance fees assessed by the condominium homeowner association; HOA for condos currently under the HCV Program shall remain and considered grandfathered in to receive this deduction. All others will be removed at the next annual.

Monthly principal and interest on debt for handicap accessible improvements.

Land lease payments where a family does not own fee title to the real property on which the home is located; [see 24 CFR 982.628(b)].

Homeownership expenses for a cooperative member may only include amounts allowed by the PHA to cover:

The cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

Principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt;

Home insurance;

\$50.00 annually

SNRHA utility allowance for the home; and

Major repairs and replacement limited to \$100.00 annually

Maintenance Allowance of \$50.00 annually

SNRHA will not deduct additional expenses for homes such as extra home life coverage, etc. take out against a mortgage nor will it pay additional subsidy for equity loans against the original mortgage or other refinancing that result in increased payments. Refinancing that result in decreased mortgage obligations shall result in decreased subsidy payments effective the month after the change. All changes must be reported in writing within 30 calendar days of the effective date.



#### **15-VII.L. PORTABILITY [24 CFR 982.636, 982.637, 982.353(b) and (c), 982.552, 982.553]**

Subject to the restrictions on portability included in HUD regulations and SNRHA policies, a family may exercise portability if the receiving PHA is administering a voucher homeownership program and accepting new homeownership families. SNRHA may absorb the family into its voucher program, or bill the initial PHA.

The family must attend the briefing and counseling sessions required by SNRHA. SNRHA will determine whether the financing for, and the physical condition of the unit, are acceptable. The receiving PHA must promptly notify the initial PHA if the family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the PHA.

#### **15-VII.M. MOVING WITH CONTINUED ASSISTANCE [24 CFR 982.637]**

A family receiving homeownership assistance may move with continued tenant-based assistance. The family may move with voucher rental assistance or with voucher homeownership assistance. Continued tenant-based assistance for a new unit cannot begin so long as any family member holds title to the prior home.

SNRHA may deny permission to move to a new unit with continued voucher assistance as follows:

- Lack of funding to provide continued assistance.
- At any time, SNRHA may deny permission to move with continued rental or homeownership assistance in accordance with 24 CFR 982.638, regarding denial or termination of assistance.
- **In accordance with SNRHA's policy regarding number of moves within a 12-month period.**

SNRHA must deny the family permission to move to a new unit with continued voucher rental assistance if:

- The family defaulted on an FHA-insured mortgage; and
- The family fails to demonstrate that the family has conveyed, or will convey, title to the home, as required by HUD, to HUD or HUD's designee; and the family has moved, or will move, from the home within the period established or approved by HUD.

#### SNRHA Policy

For families participating in the homeownership option, requests to move will be approved and/or denied in accordance with SNRHA policies stated in Chapter 10.

SNRHA will not require additional counseling of any families who move with continued assistance.

#### **15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]**

At any time, SNRHA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

SNRHA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633 and in accordance with its own policy, with the exception of failure



to meet obligations under the Family Self-Sufficiency program as prohibited under the alternative requirements set forth in CFR Notice 12-29-2014.

SNRHA must terminate voucher homeownership assistance for any member of family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

#### SNRHA Policy

SNRHA will terminate a family's homeownership assistance if the family violates any of the homeowner obligations, as well as for any of the reasons listed in the Statement of Homeownership Obligation Housing Choice Voucher Homeownership Program. In making its decision to terminate homeownership assistance, SNRHA will consider alternatives as described in Section 12-IIC and other factors described in Section 12-II D. Upon consideration of such alternatives and factors, SNRHA may, on a case-by-case basis, choose not to terminate assistance.

Termination notices will be sent in accordance with the requirements and policies set forth in Section 12-IIE.

### **15-VII.O. DEFAULT**

#### SNRHA Policy

If the family defaults on the home mortgage loan, the participant will not be able to use the homeownership voucher for rental housing but may reapply for the Section 8 -HCV waiting list, if the waiting list is open.

### **15-VII.P. RECAPTURE**

#### SNRHA Policy

By regulation, SNRHA cannot recapture any of the HCV Homeownership assistance, unless there is an act of fraud.

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**TAB 11**

## Safety and Crime Prevention

SNRHA is committed to promoting a safe environment for its residents and the community. Security cameras have been installed at various properties. In addition, live view technology cameras have been installed at Marble Manor, Villa Capri and Sherman Gardens. The effort to install cameras will continue into the next five years. The agency received monies from an Emergency Safety and Security Grant (ESA) grant to install cameras at Levy Gardens, a senior designated property, Aida Brents and install additional cameras at Sartini Plaza, another senior designated property.

The Bolden Area Command, which encompasses our westside properties, is spear heading a Chronic Violence Reduction Initiative. Moving forward, this initiative will be a citywide strategy. Upon its implementation, all SNRHA properties, with the exception of Hampton Court located in Henderson, NV, will benefit from eradicating deeply entrenched crime place networks to produce crime reductions to support community growth and safety.

All area commands located in the Las Vegas Valley have begun a Safe Village Initiative. The commands meet monthly with community partners to discuss crime trend changes (increases/decreases) on the properties and the surrounding areas. The discussion includes monthly evaluations of the community partnerships and their impact within the community. Community action items will be adjusted and/or changed to if needed at that time. It is important to have the right activities in the right sequence in the right way. The group focuses on solutions, neighborhood integration and authentic relationships with the residents.

SNRHA has secured the services of security to visit vacant lots and remove trespassers. Additional signage has been placed on vacant lots identifying the NRS provision for trespassing. In addition, the security company attends resident onsite monthly meetings.

Asset managers will be encouraged to enroll in the Crime-Free Multi-Housing Program with the Las Vegas Metro Police Department.

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**TAB 12**



## Mixed Finance Modernization or Development

Please refer to the following Demolition and/or Disposition Section for proposed SNRHA's Mixed Finance or Development Plans.

The James Down Tower Development was approved for conversion under the RAD Program. The Project will be converted under a RAD/Section 18 Blend. Portion of the project will be partially disposed with 60% (120) of the units converted as Tenant Protection Voucher (TPV) units and the remaining 40% (80) to transfer out of public housing through RAD. RAD units will consist of seventy-eight (78) one-bedroom units and two (2) two-bedroom units. The remaining one hundred twenty (120) TPV units are all one-bedroom units. The development will undergo a Comprehensive Rehabilitation of the 200 dwelling units, common areas, offices, maintenance shop and mechanical rooms. The units will be completely stripped replacing all electrical and plumbing infrastructure, roofing, windows, all appliances and fixtures and interior & exterior painting. New water and sewer piping will be installed, landscaping, street and sidewalks will be repaired or replaced as needed. The units will have individual unit control of the HVAC system. Construction **began June 2023 and** is scheduled to ~~start May 2023 and~~ complete no later than ~~July 2024~~ **December 2024.**

To facilitate the uniform treatment of residents, households living in either RAD PBV units or "Section 18" non-RAD PBV units at James Down Towers will be entitled to the same residents rights, participation, waiting list and grievance procedures listed within per Notice H-2019-09, PIH 2019-23 (the RAD Notice), and Joint Housing Notice H 2016-17/PIH 2016-17. Southern Nevada Regional Housing Authority maintains the certification that the proposed RAD/Section 18 Conversion will comply with all applicable site and neighborhood standards, and the site will be in full compliance with applicable provisions of Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, and HUD regulations. Review will be completed for accessibility for persons with disabilities and the design of any proposed improvements will be consistent with applicable accessibility standards under the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, and the regulations in the American with Disabilities Act.

The Wardelle Street Townhouses Project consisting of (57) family units, and a Clubhouse/Management Office/Maintenance Building was completed and occupied April 2021. The City of Las Vegas developed the Strong Start Academy on the remaining 1.3 acres which is an Early Childhood Education and Health which serve our residents and residents within the community. The project reached financial conversion August 2022 and 8609 completion April 2023 releasing final equity disbursement.

An agreement was signed with Brinshore Development to develop the 35 acres of the Marble Manor project under a mixed-finance, mixed-used development. The SNRHA was approved in November 2021 for a 2021 HUD Choice Neighborhood Initiative (CNI) Planning Grant for this project as well. The SNRHA along with co-applicant the City of Las Vegas and the CNI Planning Coordinator, EJP Consultants have assembled a team to include a design team for the Marble Manor Development, Marble Manor Resident Ambassadors & Residents, and Community Stakeholders to develop a comprehensive plan focusing on the three (3) key elements of CNI: Neighborhood, Housing, & People. A Memorandum of Understanding between the SNRHA and the Obodo Collective will be entered for Obodo Collective to construct and maintain a Community Garden which will have several plots dedicated to Marble Manor residents. The Transformation Plan ~~is due by~~ was submitted in November 2023. ~~at which time the SNRHA will compete for an Implementation Grant.~~ **The SNRHA began completing a CNI Implementation Plan**

## Mixed Finance Modernization or Development

application for Marble Manor in August 2023 and submitted the application to HUD in February 2024.

Ernie Cragin Terrace 28<sup>th</sup> & Sunrise. Project is currently on hold pending planned widening of the I-515 by the Nevada Department of Transportation. Status of project will not be known until January 2023.

The agency received 9% Low Income Housing Tax Credits to convert the Hullum Homes Development under the RAD Program. The 59 units consisting of forty-two 2-bedroom, thirteen 3-bedroom, four 4-bedroom units and common buildings will under a Complete Comprehensive Modernization addressing all of its major capital needs. Upgrades will include new plumbing, wiring, cabinets, countertops, sinks, tubs, and vanities, roofing, HVAC, painting, flooring, appliances and fixtures, interior and exterior painting, roofing system, landscaping, street replacement and sidewalk repair. Construction ~~is scheduled to begin June 2023 and began~~ **October 2023 and is scheduled to complete no later than August 2024 January 2025**. The project will be funded by low-income housing tax credits, affordable housing program loan funds, capital fund and housing trust funds.

The SNRHA recently Home Means Nevada Commitment Award Letters from the Nevada Housing Division in the amount of \$67.95 million for the development of five properties which are the development of family housing on the 5.15-acre parcel located at 5901 Duncan Ave., Las Vegas, the development of senior housing on the 5.85 acre Old Rose Gardens parcel located at 1632 Yale St., North Las Vegas, the development of senior housing on the 1.3 acre parcel located Bennett Plaza Phase II parcel located at 1818 Balzar Ave., Las Vegas, the development of family housing on the 6.05 acre parcel located at 2601 Sunrise Ave., Las Vegas and the preservation rehabilitation construction of the 100-unit Janice Brooks Bay family development located at 5201 Walnut Ave., Las Vegas.

The SNRHA received \$7.65 million for the preservation conversation of James Down Towers and development of new units at the vacant parcel at Marion Bennett Phase II. Since James Down Towers has been funded the SNRHA has requested to transfer those funds to perform capital repairs at Arthur Sartini Plaza.

**McCormack Baron Salazar was selected to co-develop the Old Rose Gardens property developing 192 new units. The Michaels Organization was selected to co-develop the Duncan and Edwards property and 28<sup>th</sup> and Sunrise properties developing 80 and 121 units respectively. The SNRHA will self-develop 59 units at the Marion Bennett Phase II property and complete preservation construction at the 100 unit Janice Brooks Bay property.**

**Architectural drawings are being prepared to complete major upgrades at Arthur Sartini Plaza.**

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**TAB 13**

**Demolition and/or Disposition**

As a result of the Authority’s extensive redevelopment activities, several of the Authority’s family developments were included as considerations for demolition and/or disposition. Landsman Gardens – NV018013003 and Biegger Estates – NV018013406 have been disposed as part of the Rental Assistance Demonstration (RAD) Program process. Vera Johnson B – NV018002411 originally disposed as part of the Mixed Finance has converted under RAD Program process. Rose Gardens – NV018007403 has been disposed of as part of the RAD Program Conversion and the Old Rose Gardens building was demolished. Espinoza Terrace NV018007404 has been disposed as part of the RAD Program Conversion. Vera Johnson Manor “A” - NV018002412 to be disposed as part of the Mixed Finance process. Archie Grant Park NV018007401 has been disposed as part of the RAD Program Conversion. James Down Towers NV018007402 **has been disposed of under the RAD/Section 18 Blend Program. is in the process of a RAD/Section Blend disposition and will be disposed of at the conversion of the mixed financing process.** Hullum Homes NV018007407 **has been disposed of under the RAD Program. is in the process of a RAD conversion and will be disposed of at the conversion of the mixed financing process.**

The SNRHA is considering several Public Housing Properties for Demolition or Disposition through Mixed Finance sources. A Request For Qualifications was issued March 2019 to solicit a Master Developer for the Mixed Income Redevelopment of Marble Manor. The selected developer will be responsible for providing a vision of a mixed financed, mixed-income development of the Marble Manor site creating a diverse community incorporated into the surrounding neighborhood. The vision should include strengthening the economic vitality of the area, supporting the functions of daily life including education, recreation, retail and community facilities as well as compliment the goals of the City of Las Vegas Hundred Plan and Vision 2045 Plan for the Historic Westside. The developer will select a consultants, contractor and professional design team as well as identify various sources of public/private financing for the redevelopment. Upon Board Approval in February 2020, The SNRHA entered into a Memorandum of Understanding for planning and redevelopment activities prior to entering into a Master Developer Agreement. The Marble Manor property was approved for a Choice Neighborhood Initiative Planning Grant in November 2021. The agency is currently working with its Co-Grantee the City of Las Vegas, its Planning Coordinator, EJP Consultants, and its people, neighborhood and site development planner, Urban Design Associates, Marble Manor Resident Ambassadors as well as a host of partners and stakeholders to develop a Transformation for Marble Manor and The Historic Westside. ~~The deadline to submit the plan which is~~ **The Plan was submitted** November 20, 2023.

The SNRHA, in March 2019, returned the Chaps for Arthur Sartini Plaza & Annex NV018002402, Ernie Cragin Annex NV018002406, Hullum Homes NV018002407 and Jones Gardens NV018002407. The SNRHA requested a CHAP for Hullum Homes which was approved September 19, 2022.

**SNRHA has submitted or will be submitting Demolition/Disposition application for the following public housing properties:**

| <b>Demolition/Disposition Activity Description</b>  |
|---|
| 1a. Development name: <b>Sherman Annex /Marble Annex/Sherman Gardens/ Villa Capri</b><br>1b. Development (project) number: <b>AMP 408</b> (NV39P002006a/203b/214/215) |
| 2. Activity type: <b>Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process</b>                             |
| 3. Application status: <b>Planned application</b>   |
| 4. Date application planned for submission: <b>TBD</b>  |
| 5. Number of units affected: <b>314</b> (154+20+82+60)  |

**Demolition and/or Disposition**

|  |
|--|
| 6. Coverage of action: Partial or Total AMP                                  |
| 7. Timeline for activity: Projected start date: TBD- Projected end date: TBD |

| <b>Demolition/Disposition Activity Description</b>  |
|---|
| 1a. Development name: <b>James Down Towers</b>  |
| 1b. Development (project) number: <b>AMP 402</b> (NV39P002012)  |
| 2. Activity type: <b>Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) / Section 18 Program or Mixed Finance process</b>                        |
| 3. Application status: <b>Part of 2<sup>nd</sup> Group Portfolio RAD Application submitted 2015</b><br>RFP solicited for General Contractor                                   |
| 4. Date application planned for submission: <b>2021</b>   |
| 5. Number of units affected: <b>200</b>   |
| 6. Coverage of action: Partial or Total AMP   |
| 7. RFP issued February 2019 to select General Contractor/Construction Manager to provide development consultation and construction services for comprehensive rehabilitation. |
| 8. Timeline for activity: Projected start date: <b>October 2023</b> Projected end date: <b>July 2024</b><br><b>January 2025</b>   |

| <b>Demolition/Disposition Activity Description</b>  |
|---|
| 1a. Development name: <b>Otto Merida Desert Villas</b>  |
| 1b. Development (project) number: <b>AMP 405</b> (NV39P002048)  |
| 2. Activity type: <b>Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process</b> |
| 3. Application status: <b>Part of 1<sup>st</sup> Group Portfolio RAD Application submitted 2015</b>                                       |
| 4. Date application planned for submission: <b>2015</b>   |
| 5. Number of units affected: <b>60</b>  |
| 6. Coverage of action: Partial or Total AMP   |
| 7. Timeline for activity: Projected start date: <b>TBA</b> Projected end date: <b>TBA</b>   |

| <b>Demolition/Disposition Activity Description</b>   |
|--|
| 1a. Development name: <b>Marble Manor</b>  |
| 1b. Development (project) number: <b>AMP 407</b> (NV39P002001/02/03a/04a)  |
| 2. Activity type: <b>Demolition and/or Disposition or Mixed Finance/Mixed Income development process. Choice Neighborhood Initiative Transformation Plan issued November 2021. Transformation Plan submittal November 2023. CNI Implementation Plan Application submitted February 2024.</b> |
| 3. Application status: <b>TBA</b>  |
| 4. Date application planned for submission: <b>TBA</b>   |
| 5. Number of units affected: <b>235</b>  |
| 6. Coverage of action: Partial or Total AMP  |
| 7. Timeline for activity: Projected start date: <b>TBA</b> Projected end date: <b>TBA</b>  |

**Demolition and/or Disposition**

| <b>Demolition/Disposition Activity Description</b>  |
|---|
| 1a. Development name: <b>Former Ernie Cragin Terrace</b>  |
| 1b. Development (project) number: <b>Former AMP 305 (NV39P002009/010/013)</b>   |
| 2. Activity type: <b>Demolition and/or Disposition through a Mixed Finance process</b>  |
| 3. Application status: <b>#DDA0003322 Approved 05/18/2009. Demolition completed 2010. Disposition of vacant land: TBD</b>   |
| 4. Date application planned for submission: <b>08/2008; Amended 03/2016</b>   |
| 5. Number of units affected: <b>251</b>   |
| 6. Coverage of action:<br>Demolition: <b>Total AMP - demolition completed 2010</b><br>Disposition Vacant Land: <b>Partial or Total</b> <ul style="list-style-type: none"> <li>• NV39P002009 [Vacant Land: APN139-36-3002-005. Acreage 6.05]</li> <li>• NV39P002010 [Vacant Land: APN 139-36-210-004. Acreage 9.01]</li> </ul> |
| 7. NV39P002013 [Vacant Land: APN 139-25-410-039/040/041. Acreage 7.73] – disposition application submitted March 2019 to develop Wardelle Street Townhouses LLC est. July 2019  |
| 8. Timeline for activity: <b>Disposition of Vacant Land through Mixed Finance process</b><br>Projected start date: <b>Est TBD</b> Projected end date: <b>Est. TBD</b>   |
|   |
| <b>Demolition/Disposition Activity Description</b>  |
| 1a. Development name: <b>Hullum Homes</b>   |
| 1b. Development (project) number: <b>AMP 407 (NV39P013007)</b>  |
| 2. Activity type: <b>Demolition and/or Disposition through the Rental Assistance Demonstration (RAD) Program or Mixed Finance process</b>   |
| 3. Application status: <b>Part of 1st Group Portfolio RAD Application submitted 2015</b>  |
| 4. Date application planned for submission: <b>2022</b>   |
| 5. Number of units affected: <b>59</b>  |
| 6. Coverage of action: <b>Partial or Total AMP</b>  |
| 7. Timeline for activity: Projected start date: <b>October 2023</b> Projected end date:- <del>August 2024</del><br><b>January 2025</b>  |

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TAB 14



**U.S. Department of Housing and Urban Development**  
San Francisco Regional Office - Region IX  
One Sansome Street, Suite 1200  
San Francisco, California 94104-4430  
www.hud.gov  
espanol.hud.gov

April 5, 2022

Lewis Jordan  
Executive Director  
Southern Nevada Regional Housing Authority  
340 N 11<sup>th</sup> Street  
Las Vegas, NV 89101

Dear Mr. Jordan:

This letter is in response to the Southern Nevada Regional Housing Authority's (SNRHA) request to renew its Designated Housing Plan (Plan) approved on May 17, 2011, with subsequent 2-year extensions beginning on May 19, 2018 and April 10, 2020. The San Francisco Field Office received a request to further extend the Plan on February 24, 2022.

### Elderly Population Designation

| Development Name | Development Number | Bedroom Type Proposed for Designation |        |        | Total Units Proposed for Designation | Total Public Housing Units |
|------------------|--------------------|---------------------------------------|--------|--------|--------------------------------------|----------------------------|
|                  |                    | 0 - BR                                | 1 - BR | 2 - BR |                                      |                            |
| Levy Gardens     | NV018002404        | 46                                    | 102    | 2      | 150                                  | 150                        |
| Sartini Plaza    | NV018002403        | 0                                     | 218    | 2      | 220                                  | 220                        |
| Total            |                    | 46                                    | 320    | 4      | 370                                  | 370                        |

The Plan will be in effect for 2 years from the day following the expiration of the current Plan, April 10, 2024. Prior to the expiration of the 2-year period, the SNRHA may submit written requests for an additional 2-year extension. If you have any questions, please feel free to contact Rebecca Rudzianis, Portfolio Management Specialist, at (415) 489-6636.

Sincerely,

Gerard Windt  
Director  
Office of Public Housing

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TAB 15

**Conversion of Public Housing (RAD)**

**ATTACHMENT**

**FY2023 ANNUAL PLAN**

**RENTAL ASSISTANCE DEMONSTRATION (RAD) PROGRAM**

Under an innovative new program called Rental Assistance Demonstration (RAD), the U.S. Department of Housing and Urban Development (HUD) is allowing housing authorities to rehabilitate and preserve their aging public housing developments using a variety of public and private affordable housing resources including tax-exempt bonds supported by project-based rental assistance, Federal Low-Income Housing Tax Credits and Public Housing Capital Funds (CFP) including Replacement Housing Factor Funds (RHF).

Upon conversion to Project Based Vouchers the Authority will adopt the resident rights, participation, waiting list and grievance procedures listed in Section 1.6 of PIH Notice 2012-32, REV-2; and Joint Housing PIH Notice H-2014-09/PIH-2014-17 and any successor Notices. These resident rights, participation, waiting list and grievance procedures are listed in the beginning of this document. Additionally, the SNRHA certifies that it is currently compliant with all fair housing and civil rights requirements.

Please be aware that upon conversion, the Authority’s Capital Fund Budget will be reduced by the pro rata share of Public Housing Developments converted as part of the Demonstration, and that SNRHA may also borrow funds to address their capital needs. The SNRHA will also be contributing Operating Reserves and/or Capital Funds towards these new conversions AS NEEDED FOR GAP financing. The SNRHA currently has **no** debt under the Capital Fund Financing Program or under an Energy Performance Contract.

The SNRHA continues with its efforts to convert more public housing assistance under the RAD Program. The SNRHA currently is **not** under a voluntary compliance agreement, consent order or consent decree, ~~or~~ final judicial ruling or administrative ruling or decision therefore; there is no negative impact by the conversion activities. Additionally, SNRHA certifies that all RAD conversion comply and will continue to comply with all applicable site selection and neighborhood review standards and all appropriate procedures have been and will continue to be followed.

Below please find a table listing each of the provisions affecting residents’ rights, participation, waiting list and grievance procedures. The table lists the provisions applicable to the type of conversion (PBV or PBRA) that the PHA is proposing. This list is not a substitute for providing a copy of the relevant tenant protections listed below.

| <b>Project Based Voucher (PBV) Requirements<br/>(Section 1.6 of PIH Notice<br/>2012-32, REV-3 and<br/>Notice H 2016-17; PIH2016-17</b> | <b>Project Based Rental Assistance (PBRA)<br/>Requirements (Section 1.7 of PIH Notice<br/>2012-32, REV-3 and<br/>Notice H 2016-17; PIH2016-17</b> |
|--|---|
| <b>Tenant Protections<br/>Under Notice H 2016-17; PIH 2016-17</b>  |   |
| 1. Right to Return and Relocation Assistance   | 1. Right to Return and Relocation Assistance  |

**Conversion of Public Housing (RAD)**

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| <b>Tenant Protections Under Section 1.6.C (PBV) or Section 1.7.B (PBRA)</b> |  |
|---|--|
| 1. No re-screening of tenants upon conversion                               | 1. No re-screening of tenants upon conversion;   |
| 2. Under-Occupied Unit  | 2. Under-Occupied Unit (See Section 1.7)         |
| 3. Renewal of Lease   | 3. N/A   |
| 4. Phase-in of tenant rent increase:  | 4. Phase-in of tenant rent increase:             |
| 5. FSS and ROSS-SC programs;  | 5. FSS and ROSS-SC programs;                     |
| 6. Resident Participation and Funding.                                      | 6. Resident Participation and Funding.           |
| 7. Termination notification   | 7. Termination notification                      |
| 8. Grievance process  | 8. Grievance process                             |
| 9. Earned Income Disregard.   | 9. Earned Income Disregard.                      |
| 10. Jobs Plus   | 10. Jobs Plus                                    |
| 11. When Total Tenant Payment Exceeds Gross Rent                            | 11. When Total Tenant Payment Exceeds Gross Rent |
| <b>Tenant Protections Under Section 1.6.D (PBV) or Section 1.7.C (PBRA)</b> |  |
| 1. Establishment of Waiting List  | 1. Establishment of Waiting List                 |
| 2. Choice Mobility  | 2. Choice Mobility                               |

**PBV Resident Rights and Participation**

- 1. No re-screening of Tenants upon Conversion.** Pursuant to the RAD statute at conversion, current households are not subject to rescreening, income eligibility, or income targeting. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions after conversion. For example, a unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family.
- 2. Right to Return Residents. James Down Towers and Hullum Homes residents** have the full right to stay at the property with relocation within the building(s) in phases.
- 3. Renewal of Lease.** Since publication of the PIH Notice 2012-32 Rev 3, the regulations under 24 CFR § 983.257(b)(3) have been amended requiring Project Owners to renew all leases upon lease expiration, unless cause exists.
- 4. Phase-in of Tenant Rent Increases.** If a tenant's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 or 5 years. To implement this provision, HUD is specifying alternative requirements for section 3(a)(1) of the Act, as well as 24 CFR § 983.3(definition of "total tenant payment" (TTP)) to the extent necessary to allow for the phase-in of tenant rent increases. A PHA must create a policy setting the length of the phase in period at three years, five years or a combination depending on circumstances. For example, a PHA may create a policy that uses a three year phase in for smaller increases in rent and a five year phase-in for larger increases in rent. This policy must be in place at conversion and may not be modified after conversion. The method described below explains the set percentage-based phase-in the owner must follow according to the phase-in period established. For purposes of this section "standard TTP" refers to the UP calculated in accordance with regulations at 24 CFR §5.628 and the "most recently paid TTP" refers to the TTP recorded on line 9j of the family's most recent HUD Form 50058. If a family in a project converting from public housing to PBV was paying a flat rent immediately prior to conversion, the PHA should use the flat rent amount to calculate the

## **Conversion of Public Housing (RAD)**

### **ATTACHMENT**

phase-in amount for Year 1, as illustrated below.

#### **Three Year Phase In**

Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion - 33% of difference between most recently paid TTP or flat rent and the standard TTP.

Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR -66% of difference between most recently paid TTP and the standard TTP

Year 3: Year 3 AR and all subsequent re-certifications -Full standard TTP

#### **Five Year Phase In**

Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion -20% of difference between most recently paid TTP or flat rent and the standard TTP

Year 2: Year 2 AR and any IR prior to Year 3 AR -40% of difference between most recently paid TTP and the standard TTP

Year 3: Year 3 AR and any IR prior to Year 4 AR -60% of difference between most recently paid TTP and the standard TTP

Year 4: Year 4 AR and any IR prior to Year 5 AR -80% of difference between most recently paid TTP and the standard TTP

Year 5 AR and all subsequent re-certifications -Full standard TTP

Please Note: In either the three-year phase-in or the five-year phase-in, once the standard TTP is equal to or less than the previous TTP, the phase-in ends and tenants will pay full TTP from that point forward. MTW agencies may not alter this requirement.

Southern Nevada Regional Housing Authority has elected to follow the Three Year Phase-in Plan.

#### **Family Self Sufficiency (FSS) and Resident Opportunities and Self Sufficiency Service Coordinator (ROSS-SC) programs.**

Public housing residents that are current FSS participants will continue to be eligible for FSS once their housing is converted under RAD, and PHAs will be allowed to use any remaining PH FSS funds, to serve those FSS participants who live in units converted by RAD. Due to the program merger between PH FSS and HCV FSS that took place pursuant to the FY14 Appropriations Act (and was continued in the FY15 Appropriations Act), no special provisions are required to continue serving FSS participants that live in public housing units converting to PBV under RAD.

However, PHAs should note that there are certain FSS requirements (e.g. escrow calculation and escrow forfeitures) that apply differently depending on whether the FSS participant is a participant under the HCV program or a public housing resident, and PHAs must follow such requirements accordingly. All PHAs will be required to administer the FSS program in accordance with FSS regulations at 24 CFR Part 984, the participants' contracts of participation, and the alternative requirements established in the "Waivers and Alternative Requirements for the FSS Program" Federal Register notice, published on December 29, 2014, at 79 FR 78100. Further, upon conversion to PBV, already escrowed funds for FSS participants shall be transferred into the HCV escrow account and be considered TERA funds, thus reverting to the HAP account if forfeited by the FSS participant.

Southern Nevada Regional Housing Authority has no FSS participants in the current Public Housing program and all units are Senior/Disabled. Eligible participants may enroll in FSS following entry into the PBV program.

**Resident Participation and Funding.** In accordance with Attachment 1B, residents of Covered Projects with converted PBV assistance will have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment and be eligible for resident participation funding.

**Resident Procedural Rights.** The following items must be incorporated into both the Section 8 Administrative Plan and the Project Owner's lease, which includes the required tenancy addendum, as appropriate. Evidence of such incorporation may be requested by HUD for purposes of monitoring the program.

**Termination Notification.** HUD 1s incorporating additional termination notification requirements

## **Conversion of Public Housing (RAD)**

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to comply with section 6 of the Act for public housing projects that convert assistance under RAD. In addition to the regulations at 24 CFR § 983.257 related to Project Owner termination of tenancy and eviction the termination procedure for RAD conversions to PBV will require that PHAs provide adequate written notice of termination of the lease which shall not be less than:

- a. A reasonable period of time, but not to exceed 30 days:
  - i. If the health or safety of other tenants, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - ii. In the event of any drug-related or violent criminal activity or any felony conviction;
- b. 14 days in the case of nonpayment of rent; and
- c. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.

**Grievance Process** Pursuant to requirements in the RAD Statute, HUD is establishing additional procedural rights to comply with section 6 of the Act. For issues related to tenancy and termination of assistance, PBV program rules require the Project Owner to provide an opportunity for an informal hearing, as outlined in 24 CFR 982.555. RAD will specify alternative requirements for 24 CFR 982.555 {b} in part, which outlines when informal hearings are not required, to require that:

- a. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR 982.555 {a}(1)(i)-(vi),<sup>26</sup> an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a Project Owner action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
  - i. For any hearing required under 24 CFR 982.555 {a}(1)(i)-(vi), the contract administrator will perform the hearing, as is the current standard in the program. The hearing officer must be selected in accordance with 24 CFR 982.555 {e}{4}(i).
  - ii. For any additional hearings required under RAD, the Project Owner will perform the hearing.
- b. There is no right to an informal hearing for class grievances or to disputes between residents not involving the Project Owner or contract administrator.
- c. The Project Owner gives residents notice of their ability to request an informal hearing as outlined in 24 CFR 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR 982.555(a)(1)(i)-(vi).
- d. The Project Owner provides opportunity for an informal hearing before an eviction. Current PBV program rules require that hearing procedures must be outlined in the PHA's HCV

**Earned Income Disregard (EID).** Tenants who are employed and are currently receiving the EID exclusion at the time of conversion will continue to receive the EID after conversion, in accordance with regulations at 24 CFR 5.617. Upon the expiration of the EID for such families, the rent adjustment shall not be subject to rent phase-in, as described in Section 1.6.C.4; instead, the rent will automatically rise to the appropriate rent level based upon tenant income at that time.

Under the Housing Choice Voucher program, the EID exclusion is limited only to persons with disabilities (24 CFR 5.617(b)). In order to allow all tenants (including non-disabled persons) who are employed and currently receiving the EID at the time of conversion to continue to benefit from this exclusion in the PBV project, the provision in section 5.617(b) limiting EID to disabled persons is waived. The waiver, and resulting alternative requirement, apply only to tenants receiving the EID at the time of conversion. No other tenant (e.g., tenants who at one time received the EID but are not receiving the EID exclusion at the time of conversion e.g., due to loss of employment; tenants that move into the property following conversion, etc.) is covered by this waiver.



## **Conversion of Public Housing (RAD)**

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**Jobs Plus.** Not applicable to SNRHA.

**When Total Tenant Payment Exceeds Gross Rent.** Under normal PBV rules, the PHA may only select an occupied unit to be included under the PBV HAP contract if the unit's occupants are eligible for housing assistance payments (24 CFR 983.53(d)). Also, a PHA must remove a unit from the contract when no assistance has been paid for 180 days because the family's TIP has risen to a level that is equal to or greater than the contract rent, plus any utility allowance, for the unit (i.e., the Gross Rent)) (24 CFR 983.258). Since the rent limitation under this Section of the Notice may often result in a family's TIP equaling or exceeding the gross rent for the unit, for current residents (i.e. residents living in the public housing property prior to conversion), HUD is waiving both of these provisions and requiring that the unit for such families be placed on and/or remain under the HAP contract when TIP equals or exceeds than the Gross Rent. Further, HUD is establishing the alternative requirement that the rent to owner for the unit equal the family's TIP until such time that the family is eligible for a housing assistance payment. HUD is waiving as necessary to implement this alternative provision, the provisions of Section 8(o)(13)(H) of the Act and the implementing regulations at 24 CFR 983.301 as modified by Section 1.6.B.5 of this Notice.<sup>27</sup> In such cases, the resident is considered a participant under the program and all of the family obligations and protections under RAD and PBV apply to the resident. Likewise, all requirements with respect to the unit, such as compliance with the HQS requirements, apply as long as the unit is under HAP contract. Assistance may subsequently be reinstated if the tenant becomes eligible for assistance. The PHA is required to process these individuals through the Form- 50058 submodule in PIC.

Following conversion, 24 CFR 983.53(d) applies, and any new families referred to the RAD PBV project must be initially eligible for a HAP payment at admission to the program, which means their TIP may not exceed the gross rent for the unit at that time. Further, a PHA must remove a unit from the contract when no assistance has been paid for 180 days. If units are removed from the HAP contract because a new admission's TIP comes to equal or exceed the gross rent for the unit and if the project is fully assisted, HUD is imposing an alternative requirement that the PHA must reinstate the unit after the family has vacated the property; and, if the project is partially assisted, the PHA may substitute a different unit for the unit on the HAP contract in accordance with 24 CFR 983.207 or, where "floating" units have been permitted, Section 1.6.B.10 of this Notice.

**Under-Occupied Unit.** If a family is in an under-occupied unit under 24 CFR 983.259 at the time of conversion, the family may remain in this unit until an appropriate-sized unit becomes available in the Covered Project. When an appropriate sized unit becomes available in the Covered Project, the family living in the under occupied unit must move to the appropriate-sized unit within a reasonable period of time, as determined by the administering Voucher Agency. In order to allow the family to remain in the under-occupied unit until an appropriate-sized unit becomes available in the Covered Project, 24 CFR 983.259 is waived. MTW agencies may not modify this requirement.

#### **PBV: Other Miscellaneous Provisions**

1. **Access to Records Including Requests for Information Related to Evaluation of Demonstration.** PHAs must agree to any reasonable HUD request for data to support Program evaluation, including but not limited to project financial statements, operating data, Choice-Mobility utilization, and rehabilitation work. Please see Appendix IV for reporting units in Form HUD-50058.
2. **Additional Monitoring Requirement.** The PHA's Board must approve the operating budget for the Covered Project annually in accordance with HUD requirements.
3. **Bacon Act and Section 3 of the Housing and Urban Development Act of 1968** (Section 3).

## **Conversion of Public Housing (RAD)**

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**4. Establishment of Waiting List.** 24 CFR 983.251 sets out PBV program requirements related to establishing and maintaining a voucher-wide, PBV program wide, or site-based waiting list from which residents for the Covered Project will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies.

i. Transferring an existing site-based waiting list to a new site-based waiting list. If the PHA is transferring the assistance to another neighborhood, the PHA must notify applicants on the waitlist of the transfer of assistance, and on how they can apply for residency at the new project site or other sites. Applicants on a project-specific waiting list for a project where the assistance is being transferred shall have priority on the newly formed waiting list for the new project site in accordance with the date and time of their application to the original project's waiting list.

ii. Informing applicants on the site-based waiting list on how to apply for a PBV program-wide or HCV program-wide waiting list.

Informing applicants on a public housing community-wide waiting list on how to apply for a voucherwide, PBV program-wide, or site-based waiting list. If using a site-based waiting list, PHAs shall establish a waiting list in accordance with 24 CFR 903.7(b)(2)(ii)-(iv) to ensure that applicants on the PHA's public housing community-wide waiting list have been offered placement on the converted project's initial waiting list. In all cases, PHAs have the discretion to determine the most appropriate means of informing applicants on the public housing community-wide waiting list given the number of applicants, PHA resources, and admissions requirements of the projects being converted under RAD. A PHA may consider contacting every applicant on the public housing waiting list via direct mailing; advertising the availability of housing to the population that is less likely to apply, both minority and non-minority groups, through various forms of media (e.g., radio stations, posters, newspapers) within the marketing area; informing local non-profit entities and advocacy groups (e.g., disability rights groups); and conducting other outreach as appropriate. Applicants on the agency's public housing community-wide waiting list who wish to be placed onto the newly established site-based waiting list must be done so in accordance with the date and time of their original application to the centralized public housing waiting list. Any activities to contact applicants on the public housing waiting list must be conducted in accordance with the requirements for effective communication with persons with disabilities at 24 CFR 8.6 and with the obligation to provide meaningful access for persons with limited English proficiency (LEP). A PHA must maintain any site-based waiting list in accordance with all applicable civil rights and fair housing laws and regulations unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies.

To implement this provision, HUD is specifying alternative requirements for 24 CFR 983.251(c)(2). However, after the initial waiting list has been established, the PHA shall administer its waiting list for the converted project in accordance with 24 CFR 983.251(c).

SNRHA currently maintains site based Public Housing wait lists and will convert from Public Housing Site Based to PBV Site Based waiting list. There will be no change to placement, a straight conversion. All those currently on the wait list will be notified of the transition within the requirements for effective communication.

James Down Towers and Hullum Homes currently maintain individual site-based waiting list for their respective properties.

**5. Mandatory Insurance Coverage** The Covered Project shall maintain at all times commercially available property and liability insurance to protect the project from financial loss and, to the extent insurance proceeds permit, promptly restore, reconstruct, and/or repair any damaged or destroyed project property.

## **Conversion of Public Housing (RAD)**

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6. **Agreement Waiver.** This section has been moved to 1.6.(8)(7).

7. **Future Refinancing** Project Owners must receive HUD approval for any refinancing or restructuring of permanent debt during the HAP contract term, to ensure the financing is consistent with long-term preservation. (Current lenders and investors are also likely to require review and approval of refinancing of the primary permanent debt.)

**Administrative Fees for Public Housing Conversions during Transition Period.** For the remainder of the Calendar Year in which the HAP Contract is effective (i.e. "transition period"), RAD PBV projects will be funded with public housing funds. For example, if the project's assistance converts effective July 1, 2015, the public housing Annual Contributions Contract (ACC) between the PHA and HUD will be amended to reflect the number of units under HAP contract, but will be for zero dollars, and the RAD PBV contract will be funded with public housing money for July through December 2015. Since TBRA is not the source of funds, PHAs should not report leasing and expenses into VMS during this period, and PHAs will not receive section 8 administrative fee funding for converted units during this time.

For fiscal years 2014 and 2015, PHAs operating HCV program received administrative fees for units under a HAP contract, consistent with recent appropriation act references to "section 8(q) of the [United States Housing Act of 1937) and related appropriations act provisions in effect immediately before the Quality Housing and Responsibility Act of 1998" and 24 CFR 982.152(b). During the transition period mentioned in the preceding paragraph, these provisions are waived, and PHAs will not receive section 8 ongoing administrative fees for PBV RAD units. After this transition period, the Section 8 ACC will be amended to include Section 8 funding that corresponds to the units covered by the Section 8 ACC. At that time, the regular Section 8 administrative fee funding provisions will apply.

**Choice-Mobility.** One of the key features of the PBV program is the mobility component, which provides that if the family has elected to terminate the assisted lease at any time after the first year of occupancy in accordance with program requirements, the PHA must offer the family the opportunity for continued tenant based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance.

If as a result of participation in RAD a significant percentage of the PHA's HCV program becomes PBV assistance, it is possible for most or all of a PHA's turnover vouchers to be used to assist those RAD PBV families who wish to exercise mobility. While HUD is committed to ensuring mobility remains a cornerstone of RAD policy, HUD recognizes that it remains important for the PHA to still be able to use tenant based vouchers to address the specific housing needs and priorities of the community. Therefore, HUD is establishing an alternative requirement for PHAs where, as a result of RAD, the total number of PBV units (including RAD PBV units) under HAP contract administered by the PHA exceeds 20 percent of the PHA's authorized units under its HCV ACC with HUD. The alternative mobility policy provides that an eligible voucher agency would not be required to provide more than three-quarters of its turnover vouchers in any single year to the residents of Covered Projects. While a voucher agency is not required to establish a voucher inventory turnover cap, if such a cap is implemented, the voucher agency must create and maintain a waiting list in the order in which the requests from eligible households were received. In order to adopt this provision, this alternative mobility policy must be included in an eligible PHA's administrative plan. To effectuate this provision, HUD is providing an alternative requirement to Section 8(o)(13)(E) and 24 CFR part 983.261(c). Please note that this alternative requirement does not apply to PBVs entered into outside of the context of RAD. MTW agencies may not alter this requirement.

**Reserve for Replacement.** The Project Owner shall establish and maintain a replacement reserve in an interest-bearing account to aid in funding extraordinary maintenance and repair and replacement of capital items in accordance with applicable regulations. The reserve must be built up to and maintained at a level determined by HUD to be sufficient to meet projected requirements. For FHA transactions, Replacement Reserves shall be maintained in accordance with the FHA

## **Conversion of Public Housing (RAD)**

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Regulatory Agreement. For all other transactions, Replacement Reserves shall be maintained in a bank account covered under a General Depository Agreement (HUD-51999) or similar instrument, as approved by HUD, where funds will be held by the Project Owner or mortgagee and may be drawn from the reserve account and used subject to HUD guidelines and as directed by HUD.

#### **Definition of Substantial Deviation**

As part of the Rental Assistance Demonstration (RAD), SNRHA is redefining the definition of a substantial deviation from the PHA Plan to exclude the following RAD-specific items:

- a. The decision to convert to either Project Based Rental Assistance or Project Based Voucher Assistance;
- b. Changes to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include use of additional Capital Funds;
- c. Changes to the construction and rehabilitation plan for each approved RAD conversion; and
- d. Changes to the financing structure for each approved RAD conversion.

#### **SNRHA RAD Conversion Status is as follows:**

##### **Project Description**

Vera Johnson Manor "B" (former AMP 410) #2  
503 North Lamb Blvd., Las Vegas, NV 89110  
APN#: 140-31-501-017 (9.46 acres)

RAD Conversion Update: In 2016 the SNRHA converted Vera Johnson Manor B, a 112-unit family public housing development located in the City of Las Vegas, Nevada, to Project Based Section 8 under the Rental Assistance Demonstration Program. Vera Johnson Manor B initially closed in 2015 as a Mixed Finance Transaction. Construction was completed in May 2016 and the property reached 100% lease-up in June 2016. After construction was completed 104 public housing units were converted to RAD in November 2016. The SNRHA partnered with Nevada HAND for this project.

Financing for Vera Johnson Manor B includes equity from the sale of 9% Low Income Housing Tax Credits issued through the Nevada Housing Division, SNRHA public housing capital funds and HOME funds from the City of Las Vegas.

The property renovations included comprehensive modernization of all 112 family units [104 Public Housing Units plus 8 HOME Units] and complete site upgrades. The comprehensive modernization work included high energy-efficiency standards, high efficiency heating and cooling equipment, EnergyStar appliances, low-E argon thermal pane windows, high R- value wall and attic insulation, ceiling fans, and automatic timer thermostat controls. The development also promotes water conservation with extensive xeriscaping landscape. The work also included the construction of a new single story community/administrative building containing a large multipurpose room, warming kitchen, classrooms, a computer lab, a library/reading room, leasing office, and space for supportive service providers where the SNRHA and local service organizations will provide a variety of programs to residents such as after-school activities for youth, financial literacy, and resource referrals to nutrition and wellness programs.

## **Conversion of Public Housing (RAD)**

### **ATTACHMENT**

#### **Project Description**

Landsman Gardens (former AMP 317) #1  
750 Major Street, Henderson, NV 89015  
APN#: 179-17-503-001 and 003 (11.11 acres)

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

Financing for Landsman Gardens included tax-exempt bonds issued by the Nevada Housing Division and insured under the FHA 221(d)(4) mortgage guarantee program, equity from the sale of 4% Low Income Housing Tax Credits to PNC Real Estate, short-term tax-exempt bonds for construction from Citi Community Capital, public housing capital funds and operating reserves from the SNRHA, HUD HOME funds from the City of Henderson, Affordable Housing Program (AHP) funds from the Federal Home Loan Bank of San Francisco, sponsored by City National Bank and grant funds from Wells Fargo Housing Foundation.

The property renovations included a comprehensive modernization of all of the units, The comprehensive modernization work included high energy-efficiency standards, high efficiency heating and cooling equipment, EnergyStar appliances, low-E argon thermal pane windows, high R- value wall and attic insulation, ceiling fans, and automatic timer thermostat controls. The development also promotes water conservation with extensive xeriscaping landscape. The work also included the upgrades of the community/administrative building containing a large multi-purpose room, warming kitchen, classrooms, a computer lab, a library/reading room, leasing office, and space for supportive service providers and Learning Center where the SNRHA and local service organizations will provide a variety of programs to residents such as after-school activities for youth, financial literacy, and resource referrals to nutrition and wellness programs.

Landsman Gardens is an important housing asset for the Las Vegas Valley as it includes a complement of scarce two-, three-, four-, and five-bedroom units, serving large families. Through the RAD program the development will be preserved in the long term for a new generation of families in need of decent, safe and affordable housing.

#### **Project Description**

Biegger Estates (former AMP 406) #3  
5701 Missouri St. #35, Las Vegas, NV 89122  
APN#: 161-28-603-001 (11 acres)

RAD Conversion Update: In 2017 the SNRHA converted Biegger Estates, a 119-unit family public housing development located in Clark County, Nevada, to Project Based Section 8 under the Rental Assistance Demonstration Program. Financing for Biegger Estates included equity from the sale of 9% Low Income Housing Tax Credits issued through the Nevada Housing Division and SNRHA public housing capital funds. Construction was completed in phases with the final phase completed in June 2017 and reached 100% lease-up June 2017. The SNRHA self-develop this project.

**Conversion of Public Housing (RAD)**

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Biegger Estates was constructed in 1985 and opened in 1986 as the 8th family housing development of the former Clark County Housing Authority. The property consists of 33 single-story wood frame residential buildings with stucco exteriors on an 11-acre site. The roofs are gable style with asphalt shingles. The unit mix in the 33 residential buildings is as follows:

| No. of PH Units | Bdrm Distribution    | SF                |
|-----------------|----------------------|-------------------|
| 87              | 2 Bedroom/1 Bathroom | 782 SF            |
| 22              | 3 Bedroom/1 Bathroom | 1,009 SF          |
| 10              | 4 Bedroom/2 Bathroom | 1,116 SF          |
| <b>119</b>      |                      | <b>101,428 SF</b> |

No changes to the number of units or the bedroom distribution of the units occurred as part of the conversion.

The property renovations included comprehensive modernization of all 119 family units and complete site upgrades. The comprehensive modernization work included high energy-efficiency standards, high efficiency heating and cooling equipment, EnergyStar appliances, low-E argon thermal pane windows, high R- value wall and attic insulation, ceiling fans, and automatic timer thermostat controls. The development also promotes water conservation with extensive xeriscaping landscape. The work also included the upgrades to the maintenance shop and the community/administrative building containing a multipurpose room, warming kitchen, a computer lab, a library/reading room, leasing office, and space for supportive service providers where the SNRHA and local service organizations will provide a variety of programs to residents such as after-school activities for youth, financial literacy, and resource referrals to nutrition and wellness programs.

**Estimated Project Schedule**

RAD Application: March 2015 (actual)  
NHD 9% LIHTC Application: May 2015 (actual)  
Construction Start: May 2016 (actual)  
Construction Completion: July 2017 (actual)  
Full Occupancy: July 2017 (actual)

**Vera Johnson A**, a 76-unit development consisting of 2 bedroom and 3 bedroom apartments, was completed as a Preservation Project utilizing 9% LIHTC in 2017. The units remained as public housing units but are managed by 3<sup>rd</sup> Party Management Company.

**Project Description**

Rose Gardens (AMP 403) #4  
1632 Yale Street, North Las Vegas, NV 89030  
APN #: 139-22-810-041 (3.85 acres)

RAD Conversion Update: In March 2015 the SNRHA submitted a RAD application for Rose Gardens (AMP403) receiving a Conditional Housing Assistance Payment (CHAP) agreement in July 2015 for conversion of assistance to Project Based Voucher (PBV) under RAD. The SNRHA submitted in FY 2016 a Bond/4% Tax Credit Application for the re-development of all 120 units (off-site). The SNRHA partnered with NV HAND for this project.

**Conversion of Public Housing (RAD)**

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Rose Gardens was constructed in 1972 and acquired and opened in 1975, as the second senior housing development of the former City of North Las Vegas Housing Authority. Currently Rose Gardens has an Elderly Population Designation. The property consists of 2 three-story low rise elevator style structures on a 3.85-acre site. The buildings are slab on grade with a wood siding exterior. The unit mix is as follows:

| No. of PH Units | Bdrm Distribution    | SF               |
|-----------------|----------------------|------------------|
| 60              | 0 Bedroom/1 Bathroom | 370 SF           |
| 60              | 1 Bedroom/1 Bathroom | 503 SF           |
| <b>120</b>      |                      | <b>52,380 SF</b> |

The unit numbers will not change however; the bedroom distribution of the units will change as follows: 70%-85%-1Bdrm units [approx. 600 sq. ft.] and 15%-30% 2Bdrm units [approx. 775 sq. ft.] as part of the conversion.

|   |  |  |   |
|---|--|--|---|
| <u>Name of Public Housing Project:</u><br><br><b>ROSE GARDENS</b> | <u>PIC Development ID:</u><br><br><b>NV018007001</b>                         | <u>Conversion type (i.e., PBV or PBRA):</u><br><br><b>PBV</b>                      | <u>Transfer of Assistance:</u><br><u>Yes Proposed Location:</u><br><b>1731 Yale Street.</b><br><b>NLV, NV. 89030</b><br><b>APN: 139-22-801-002</b><br><u>No. of Units</u><br><b>Transferring: 120</b> |
| <u>Total Units:</u><br><br><b>120</b>                             | <u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u><br><br><b>Senior</b> | <u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.):</u> <b>Senior</b> | <u>Capital Fund allocation of Development:</u><br><br><b>\$112,549.27</b>   |
| <b>Bedroom Type</b>   | <b>Number of Units Pre-Conversion</b>  | <b>Number of Units Post-Conversion:</b>  | <b>Change in Number of Units per Bedroom Type and Why?</b>  |
| Studio/Efficiency   | 60   | 0  |   |
| One Bedroom   | 60   | 102  | Unit Reconfiguration  |
| Two Bedroom   | 0  | 18   | Unit Reconfiguration  |
| Three Bedroom   | 0  | 0  |   |
| Four Bedroom  | 0  | 0  |   |
| Five Bedroom  | 0  | 0  |   |
| Six Bedroom   | 0  | 0  |   |
| <b>Total:</b>   | <b>120</b>   | <b>120</b>   |   |

**Conversion of Public Housing (RAD)**

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|   |   |
|---|---|
| <p>(If Performing a Transfer of Assistance)</p> | <p>The property proposed for the transfer of assistance is across the street from Rose Gardens [former Casa Rosa Public Housing site which was demolished in July 2010 as approved by HUD and SAC]. This property is also a part of the existing Rose Gardens AMP. The existing units are extremely small 370SF-530SF and very difficult to lease. The proposed units will be more spacious, ranging from 600SF-775SF, with more amenities. Units will be more attractive and more marketable. We propose to relocate the tenants into the new building once the construction is complete at the new location and then demolish the existing Rose Gardens structure; the SNRHA is not anticipating any changes in the policies that govern eligibility, admission, selection and occupancy of units at the project after it has been converted.</p> |
|---|---|

**Estimated Project Schedule**

RAD Application: March 2015 (actual)  
Bond 4% LIHTC Application: July 2016 (actual)  
Construction Start: October 2017 (actual)  
Construction Completion: November 2018 (actual)  
Full Occupancy: January 2019 (actual)

**Project Description**

Espinoza Terrace (AMP 404) #5  
171 West Van Wagenen Street, Henderson, NV 89015  
APN #: 179-18-401-003 (10.68 acres)

RAD Conversion Update: In 2015 the SNRHA submitted Espinoza Terrace (AMP 404) as part of the first group of its RAD portfolio application. The CHAP was received in March 2017. The SNRHA submitted in FY 2017 a 9% Tax Credit Application for the re-development of all 100 senior units. The project has received HOME Funds allocations in the amount of \$1MIL from Clark County and \$750K from the City of Henderson. Financing is anticipated to close in March 2018 with construction completion in April 2019. The SNRHA will self-develop this project.

Espinoza Terrace entails the acquisition/rehabilitation of an existing 100-unit low-income senior development located in Henderson, NV. The property was constructed in 1973 under the Federal Low-Income Public Housing program and is owned and operated by the Southern Nevada Regional Housing Authority (SNRHA).

The goals of the rehabilitation include:

- o To remove hazardous lead- and asbestos-containing materials and bring the units up to modern standards including new plumbing, wiring, cabinets, countertops, sinks, tubs and vanities, painting, flooring and appliances;
- o To increase the living area within the units by small bump-outs to exterior walls and/or re-purposing of storage space;
- o To meet and/or exceed energy conservation requirements as detailed in Section 12 of the 2017 Nevada Housing Division Qualified Allocation Plan, and to lower future utility costs for the tenants and the owner; this will include new vinyl dual-pane windows, new



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exterior doors, additional furring, insulation and duct work, and the addition of gas-fired tankless hot water heaters;

- o To increase site security and “defensible space” through landscaping and improved site lighting; and,
- o To reduce water consumption through the replacement of some lawn areas with low-maintenance rock and desert landscaping and the addition of low-flow faucets and commodes.

Espinoza Terrace was constructed in 1973 and consists of 19 single-story wood frame buildings with stucco exteriors on a 10.68-acre site. The roofs are gable style with asphalt shingles. The unit mix in the 19 residential buildings is as follows:

| No. of PH Units | Bdrm Distribution    | Existing SF      | Proposed SF      |
|-----------------|----------------------|------------------|------------------|
| 60              | 0 Bedroom/1 Bathroom | 388 SF           | 466 SF           |
| 36              | 1 Bedroom/1 Bathroom | 547 SF           | 600 SF           |
| 4               | 2 Bedroom/1 Bathroom | 677 SF           | 692 SF           |
| <b>100</b>      |                      | <b>45,680 SF</b> | <b>52,328 SF</b> |

At this time we are not anticipating to change the number of units or the bedroom distribution of the units proposed as part of the conversion.

**Estimated Project Schedule**

RAD Application: March 2015 (actual) NHD 9% LIHTC Application: May 2017  
 Construction Start: July 2018 (actual)  
 Construction Completion: January 2020 (actual)  
 Full Occupancy: June 2020

**Project Description**

Archie Grant Park (AMP 401) #6  
 1720 Searles Avenue, Las Vegas, NV 89101  
 APN #: 139-26-201-005 (Parcel I – 7.3 acres)  
 APN #: 139-26-102-008 (Parcel II –5.84 acres)

RAD Conversion Update: In 2015 the SNRHA submitted Archie Grant Park (AMP 401) as part of the first group of its RAD portfolio application. The CHAP was received in March 2017. The SNRHA was notified by the Nevada Housing Division in August 2018 of an available 9% Tax Credit Reservation. The SNRHA submitted an application and was approved for the total re-development of 66 units on parcel II and upgrades on 59 units on parcel I. Parcel II had recently undergone a Comprehensive Modernization in 2002. All 125 are senior and/or non-elderly disabled units. The project has received \$1MIL in LIHTC from the Nevada Housing Division and \$1 MIL in HOME Funds from the City of Las Vegas. Financing closed in September 2019 and construction completion occurred March 2021. Units were 100% leased by May of 2021. The SNRHA self-developed the project.

| <b>DEVELOPMENT # 6 - AMP 401</b>      |                    |                                       |                                |
|---------------------------------------|--------------------|---------------------------------------|--------------------------------|
| <u>Name of Public Housing Project</u> | <u>PIC Dev ID:</u> | <u>Conversion type (PBV or PBRA):</u> | <u>Transfer of Assistance:</u> |

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|   |   |  |  |
|---|---|--|--|
| <b>ARCHIE GRANT PARK</b>                          | <b>NV018002401</b>                                      | <b>PBV</b>   | <b>No</b>  |
| <u>Address</u>                                    | <u>Yr. Built</u>  | <u>APN No.</u>   | <u>No. of Acres:</u>                                 |
| <b>1720/1721 Searles Ave. Las Vegas, NV 89101</b> | <b>1963</b>   | <b>139-26-102-008<br/>139-26-201-005</b>   | <b>13.14</b>   |
| <u>Total Units:</u>                               | <u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u> | <u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u>  | <u>2017 Capital Fund allocation of Development:</u>  |
| <b>125</b>  | <b>SENIOR</b>   | <b>SENIOR</b>  | <b>\$109,221.25</b>                                  |
| <u>Bedroom Type</u>                               | <u>Number of Units Pre-Conversion</u>                   | <u>Number of Units Post-Conversion</u>   | <u>Change in No. of Units per Bdrm Type and Why?</u> |
| Studio/Efficiency                                 | <b>40</b>   | <b>40</b>  | <b>No changes on No. of Units or Bdrm Type</b>       |
| One Bedroom                                       | <b>72</b>   | <b>72</b>  |  |
| Two Bedroom                                       | <b>13</b>   | <b>13</b>  |  |
| Three Bedroom                                     | <b>0</b>  | <b>0</b>   |  |
| Four Bedroom                                      | <b>0</b>  | <b>0</b>   |  |
| <b>Total:</b>                                     | <b>125</b>  | <b>125</b>   |  |
| <u>(If Performing a Transfer of Assistance)</u>   |   | <b>N/A</b>   |  |
| <u>RAD Conversion Type:</u>                       |   | <b>Acquisition with Rehabilitation</b>   |  |
| <u>Type of Relocation:</u>                        |   | <b>Temporary relocation [on-site or off-site] required for first group of construction for the 66 units located at 1720 Searles Ave. [APN 139-26-102-008]</b>  |  |
| <u>Property Information:</u>                      |   | <b>The property was constructed in 1963 under the Federal Low-Income Public Housing Program. In 2007 comprehensive modernization was completed in the 59 units located at 1721 Searles Ave. [APN 139-26-201-005]</b> |  |
| <u>RAD Conversion:</u>                            |   | <b>October 2019</b>  |  |

**Estimated Project Schedule**

RAD Application: March 2015 (actual)  
 NHD 9% LIHTC Application: August 2018 (actual)  
 Construction Start: October 2019 (actual)  
 Construction Completion: March 2021 (actual)  
 Full Occupancy: May 2021 (actual)

**Conversion of Public Housing (RAD)**

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**Next Group of RAD Applications:** Our RAD portfolio application was approved at the 08/21/15 SNRHA Board of Commissioners meeting and was submitted to HUD on 11/05/15. Properties included are as follows

**RAD Portfolio First Group:** 1) Otto Merida (AMP405), 2) Lubertha Johnson (AMP 401), 3) Bennett Plaza (AMP 401), 4) Espinoza Terrace (AMP 404), 5) Hullum Homes (AMP 407), 6) Jones Gardens (AMP 407), 7) Sartini Plaza (AMP 402) and 8) Sartini Annex (AMP 402), 9) Archie Grant (South Parcel) (AMP 401) and 10) Ernie Cragin Terrace (AMP 406) totaling 844 public housing units.

**RAD Portfolio First Group Update:** In 2015 the SNRHA submitted the First Group of its RAD portfolio application. The CHAP was received on August 24, 2017 and we received an extension from HUD through August 2018. Below, please find specific information related to the Public Housing Developments selected for RAD Portfolio Group 1.

The SNRHA will initially move forward with the RAD conversion of the properties that do not require any capital improvement due to the age of construction and/or due to recent modernization therefore; relocation will not be required at these properties. The SNRHA returned the CHAPS for the following properties in March 2015: Hullum Homes, Jones Gardens, Sartini Plaza, Sartini Annex, and Ernie Cragin Terrace. Archie Grant Park was revised to include both parcels. The SNRHA is still reviewing their portfolio and has sent in another request for a CHAP on a project by projects basis. CHAPS have been received for Archie Grant Park, James Down Towers and Hullum Homes.

The status of the remaining properties are as follows:

| <b>DEVELOPMENT # 1NEW - AMP 405</b>              |   |   |  |
|--|---|---|--|
| <u>Name of Public Housing Project</u>            | <u>PIC Dev ID:</u>                                      | <u>Conversion type (PBV or PBRA):</u>                               | <u>Transfer of Assistance:</u>                       |
| <b>OTTO MERIDA DESERT VILLAS</b>                 | <b>NV018002315</b>                                      | <b>PBV</b>  | <b>No</b>  |
| <u>Address</u>                                   | <u>Yr. Built</u>  | <u>APN No.</u>  | <u>No. of Acres:</u>                                 |
| <b>3901 East Charleston, Las Vegas, NV 89104</b> | <b>2007</b>   | <b>140-31-402-001</b>   | <b>8.13</b>  |
| <u>Total Units:</u>                              | <u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u> | <u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u> | <u>2017 Capital Fund allocation of Development:</u>  |
| <b>60</b>  | <b>FAMILY</b>   | <b>FAMILY</b>   | <b>\$54,384.00</b>                                   |
| <u>Bedroom Type</u>                              | <u>Number of Units Pre-Conversion</u>                   | <u>Number of Units Post-Conversion</u>                              | <u>Change in No. of Units per Bdrm Type and Why?</u> |
| Studio/Efficiency                                | <b>0</b>  | <b>0</b>  | <b>No changes on No. of Units or Bdrm.</b>           |
| One Bedroom                                      | <b>0</b>  | <b>0</b>  |  |

**Conversion of Public Housing (RAD)**

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|   |   |    |             |
|---|---|----|-------------|
| Two Bedroom                               | 27  | 27 | <b>Type</b> |
| Three Bedroom                             | 30  | 30 |             |
| Four Bedroom                              | 3   | 3  |             |
| Total:                                    | 60  | 60 |             |
| (If Performing a Transfer of Assistance): | N/A   |    |             |
| RAD Conversion Type:                      | Acquisition with no Rehabilitation  |    |             |
| Type of Relocation:                       | No Relocation Required  |    |             |
| Property Information:                     | The property was constructed in 2007 under the Federal Low-Income Public Housing Mixed Finance Program. |    |             |
| Anticipated RAD Conversion:               | TBA   |    |             |

| <b>DEVELOPMENT # 2NEW - AMP 401 RAD #7</b>       |   |   |  |
|--|---|---|--|
| <u>Name of Public Housing Project</u>            | <u>PIC Dev ID:</u>  | <u>Conversion type (PBV or PBRA):</u>                               | <u>Transfer of Assistance:</u>                       |
| <b>LUBERTHA JOHNSON ESTATES</b>                  | <b>NV018013021</b>  | <b>PBV</b>  | <b>No</b>  |
| <u>Address</u>                                   | <u>Yr. Built</u>  | <u>APN No.</u>  | <u>No. of Acres:</u>                                 |
| <b>3900 E. Perry Street, Las Vegas, NV 89122</b> | <b>2012</b>   | <b>161-16-401-006</b>   | <b>6.35</b>  |
| <u>Total Units:</u>                              | <u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u>                                   | <u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u> | <u>2017 Capital Fund allocation of Development:</u>  |
| <b>112</b>                                       | <b>SENIOR</b>   | <b>SENIOR</b>   | <b>\$97,862.24</b>                                   |
| <u>Bedroom Type</u>                              | <u>Number of Units Pre-Conversion</u>   | <u>Number of Units Post-Conversion</u>                              | <u>Change in No. of Units per Bdrm Type and Why?</u> |
| Studio/Efficiency                                | <b>0</b>  | <b>0</b>  | <b>No changes on No. of Units or Bdrm Type</b>       |
| One Bedroom                                      | <b>89</b>   | <b>89</b>   |  |
| Two Bedroom                                      | <b>23</b>   | <b>23</b>   |  |
| Three Bedroom                                    | <b>0</b>  | <b>0</b>  |  |
| Four Bedroom                                     | <b>0</b>  | <b>0</b>  |  |
| Total:   | <b>112</b>  | <b>112</b>  |  |
| (If Performing a Transfer of Assistance)         | N/A   |   |  |
| RAD Conversion Type:                             | Acquisition with no Rehabilitation  |   |  |
| Type of Relocation:                              | No Relocation Required  |   |  |
| Property Information:                            | The property was constructed in 2012 under the Federal Low-Income Public Housing Program. |   |  |
| RAD Conversion:                                  | November 2019   |   |  |

**Conversion of Public Housing (RAD)**

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| <b>DEVELOPMENT # 3NEW - AMP 413 RAD #8</b>      |   |  |  |
|---|---|--|--|
| <u>Name of Public Housing Project</u>           | <u>PIC Dev ID:</u>                                      | <u>Conversion type (PBV or PBRA):</u>  | <u>Transfer of Assistance:</u>                       |
| <b>MARION BENNETT PLAZA</b>                     | <b>NV018002316</b>                                      | <b>PBV</b>   | <b>No</b>  |
| <u>Address</u>                                  | <u>Yr. Built</u>  | <u>APN No.</u>   | <u>No. of Acres:</u>                                 |
| <b>1818 Balzar Avenue, Las Vegas, NV 89106</b>  | <b>2010</b>   | <b>139-21-102-008</b>  | <b>4.38</b>  |
| <u>Total Units:</u>                             | <u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u> | <u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u>  | <u>2017 Capital Fund allocation of Development:</u>  |
| <b>65</b>                                       | <b>SENIOR</b>   | <b>SENIOR</b>  | <b>\$56,795.05</b>                                   |
| <u>Bedroom Type</u>                             | <u>Number of Units Pre-Conversion</u>                   | <u>Number of Units Post-Conversion</u>   | <u>Change in No. of Units per Bdrm Type and Why?</u> |
| Studio/Efficiency                               | <b>0</b>  | <b>0</b>   | <b>No changes on No. of Units or Bdrm. Type</b>      |
| One Bedroom                                     | <b>60</b>   | <b>60</b>  |  |
| Two Bedroom                                     | <b>5</b>  | <b>5</b>   |  |
| Three Bedroom                                   | <b>0</b>  | <b>0</b>   |  |
| Four Bedroom                                    | <b>0</b>  | <b>0</b>   |  |
| Total:  | <b>65</b>   | <b>65</b>  |  |
| <u>(If Performing a Transfer of Assistance)</u> |   | <b>N/A</b>   |  |
| <u>RAD Conversion Type:</u>                     |   | <b>Acquisition with no Rehabilitation</b>  |  |
| <u>Type of Relocation:</u>                      |   | <b>No Relocation Required</b>  |  |
| <u>Property Information:</u>                    |   | <b>The property was constructed in 2010 under the Federal Low-Income Public Housing Mixed Finance Program.</b> |  |
| <u>RAD Conversion:</u>                          |   | <b>November 2019</b>   |  |

**Conversion of Public Housing (RAD)**

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**Project Description**

James Down Towers (AMP 402) #9  
 5000 W. Alta Ave, Las Vegas, NV 89107  
 APN #: 138-36-601-007 (5.28 acres)

RAD Conversion Update: In 201 the SNRHA submitted James Down Towers (AMP 402) as part of the second group of its RAD portfolio application. The CHAP was received in March 2017. The SNRHA returned CHAPS for a portion of the first group of developments submitted for a CHAP and all of the second group of units in 2019. In FY 2021 a 4% Nevada Housing Division Multi-Family Bond Application and City of Las Vegas Volume Cap Application were to for Tax Credit Equity for the re-development of all 200 senior units. The project also applied for HOME Funds allocations in the amount of \$1MIL from the City of Las Vegas. Financing is anticipated to closed in June 2023 with construction completion in July ~~December~~ 2024. The SNRHA will self-develop this project.

| <b>DEVELOPMENT # 9- AMP 402</b>                 |   |   |  |
|---|---|---|--|
| <u>Name of Public Housing Project</u>           | <u>PIC Dev ID:</u>                                      | <u>Conversion type (PBV or PBRA):</u>                               | <u>Transfer of Assistance:</u>                       |
| <b>JAMES DOWN TOWERS</b>                        | <b>NV018002402</b>                                      | <b>PBV</b>  | <b>No</b>  |
| <u>Address</u>                                  | <u>Yr. Built</u>  | <u>APN No.</u>  | <u>No. of Acres:</u>                                 |
| <b>5000 Alta Drive. Las Vegas, NV 89107</b>     | <b>1972</b>   | <b>138-36-601-007</b>   | <b>5.28</b>  |
| <u>Total Units:</u>                             | <u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u> | <u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u> | <u>2021 Capital Fund allocation of Development:</u>  |
| <b>200</b>                                      | <b>SENIOR</b>   | <b>SENIOR</b>   | <b>\$186,800.00</b>                                  |
| <u>Bedroom Type</u>                             | <u>Number of Units Pre-Conversion</u>                   | <u>Number of Units Post-Conversion</u>                              | <u>Change in No. of Units per Bdrm Type and Why?</u> |
| Studio/Efficiency                               | <b>0</b>  | <b>0</b>  | <b>No changes on No. of Units or Bdrm Type</b>       |
| One Bedroom                                     | <b>198</b>  | <b>198</b>  |  |
| Two Bedroom                                     | <b>2</b>  | <b>2</b>  |  |
| Three Bedroom                                   | <b>0</b>  | <b>0</b>  |  |
| Four Bedroom                                    | <b>0</b>  | <b>0</b>  |  |
| <b>Total:</b>                                   | <b>200</b>  | <b>200</b>  |  |
| <u>(If Performing a Transfer of Assistance)</u> |   | <b>N/A</b>  |  |
| <b>RAD Conversion Type:</b>                     |   | <b>Acquisition with Rehabilitation</b>                              |  |

**Conversion of Public Housing (RAD)**

**ATTACHMENT**

|                       |  |
|-----------------------|--|
| Type of Relocation:   | Temporary relocation [on-site <del>or</del> <b>and off-site</b> ] <b>required has been completed</b> for first group of construction for the 50 units located at the Southeast Wing of the building. |
| Property Information: | The property was constructed in 1972 under the Federal Low-Income Public Housing Program.  |
| RAD Conversion:       | <b>Converted June 2023</b>   |

**Estimated Project Schedule**

|                           |                                     |
|---------------------------|-------------------------------------|
| RAD Application:          | November 2021 (actual)              |
| NHD 4% LIHTC Application: | August 2022 (actual)                |
| Construction Start:       | <b>June 2023 (estimated actual)</b> |
| Construction Completion:  | <b>December 2024 (estimated)</b>    |
| Full Occupancy:           | <b>January 2025 (estimated)</b>     |

**Project Description**

Hullum Homes (AMP 407) #10  
 4980 E. Owens Avenue, Las Vegas, NV 89110  
 APN #: 140-20-804-006 (4.36 acres)

RAD Conversion Update: In 2015 the SNRHA submitted Hullum Homes (AMP 407) as part of the first group of its RAD portfolio application. The CHAP was received in March 2017. The SNRHA returned CHAPS for a portion of the first group of developments submitted for a CHAP and all of the second group of units in 2019. In FY 2021 the SNRHA submitted a 9% Tax Credit Application for the re-development of all 59 family units, 2 non-dwelling units and site work. The project has Nevada Housing Trust Funds from the Nevada Housing Division and Affordable Housing Program Funds from the Federal Home Loan Bank of San Francisco. Financing is ~~anticipated to close in June 2023~~ **closed October 2023** with construction completion ~~in July 2024~~ **scheduled for January 2025**. The SNRHA will self-develop this project.

| <b>DEVELOPMENT # 10 - AMP 407</b>          |   |   |   |
|--|---|---|---|
| <u>Name of Public Housing Project</u>      | <u>PIC Dev ID:</u>                                      | <u>Conversion type (PBV or PBRA):</u>                               | <u>Transfer of Assistance:</u>                      |
| <b>HULLUM HOMES</b>                        | <b>NV018002402</b>                                      | <b>PBV</b>  | <b>No</b>   |
| <u>Address</u>                             | <u>Yr. Built</u>  | <u>APN No.</u>  | <u>No. of Acres:</u>                                |
| <b>4980 Owens Ave. Las Vegas, NV 89115</b> | <b>1982</b>   | <b>140-20-804-006</b>   | <b>4.36</b>   |
| <u>Total Units:</u>                        | <u>Pre- RAD Unit Type (i.e., Family, Senior, etc.):</u> | <u>Post-RAD Unit Type if different (i.e., Family, Senior, etc.)</u> | <u>2021 Capital Fund allocation of Development:</u> |
|  |   |   |   |

**Conversion of Public Housing (RAD)**

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| 59                                       | FAMILY                         | FAMILY  | \$55,106.00                                    |
|--|--------------------------------|---|--|
| Bedroom Type                             | Number of Units Pre-Conversion | Number of Units Post-Conversion   | Change in No. of Units per Bdrm Type and Why?  |
| Studio/Efficiency                        | 0                              | 0   | <b>No changes on No. of Units or Bdrm Type</b> |
| One Bedroom                              | 0                              | 0   |  |
| Two Bedroom                              | 42                             | 42  |  |
| Three Bedroom                            | 13                             | 13  |  |
| Four Bedroom                             | 2                              | 2   |  |
| Total:                                   | 59                             | 59  |  |
| (If Performing a Transfer of Assistance) |                                | N/A   |  |
| RAD Conversion Type:                     |                                | Acquisition with Rehabilitation   |  |
| Type of Relocation:                      |                                | Temporary relocation [on-site or off-site] required for first group of construction for the <del>12</del> 22 units located in Bldg 13, 12, 11, 10 & 9. [APN 140-20-804-006] |  |
| Property Information:                    |                                | The property was constructed in 1982 under the Federal Low-Income Public Housing Program.   |  |
| RAD Conversion:                          |                                | <del>June 2023</del> October 2023   |  |

**Estimated Project Schedule**

RAD Application: April 2022 (actual)  
 NHD 9% LIHTC Application: July 2022 (actual)  
 Construction Start: **October 2023** (estimated actual)  
 Construction Completion: **January 2025** (estimated)  
 Full Occupancy: **February 2025** (estimated)

SNRHA will also be working on the next group of RAD conversions. Due to the age of construction these groups of properties will require significant rehabilitation. The goal of the rehabilitation includes but is not limited to:

- o To remove hazardous lead-and-asbestos-containing materials and bring the units up to modern standards including new plumbing, wiring, cabinets, countertops, sinks, tubs and vanities, painting, flooring and appliances;
- o To increase the living area within units, as permitted, by small bump-outs to exterior walls and/or re-purposing storage space;
- o To meet and/or exceed energy conservation requirements as detailed in the current Nevada Housing Division Qualified Allocation Plan, and to lower future utility costs for the tenants and the owner; this will include new vinyl dual-pane windows, new exterior doors, additional furring, insulation and duct work, and the addition of gas-fired tankless hot water



## **Conversion of Public Housing (RAD)**

### **ATTACHMENT**

heaters;

- o To increase site security and “defensible space” through landscaping and improved site lighting; and,
- o To reduce water consumption through the replacement of some lawn areas with low-maintenance rock and desert landscaping and the addition of low-flow faucets and commodes.

SNRHA has been looking at several financing options in order to maximize benefits to the tenants as well as to the SNRHA.

SNRHA will be using public and private affordable housing financing resources to fund the planned upgrades to the properties to continue to improve them without converting to RAD.

Funds sources includes but are not limited to:

- o Tax-Exempt bonds supported by project-based rental assistance
- o Federal Low Income Housing Tax Credit (LIHTC), from State of Nevada
- o Public Housing Capital Funds (CFP) including Replacement Housing Factor (RHF) Funds from HUD
- o Federal Home Loan Bank of San Francisco (FHLB SF) Affordable Housing Program
- o HOME Funds from applicable jurisdictions and Clark County
- o SNRHA Operating Reserves and/or Development Funds
- o Private Activity Bonds
- o Other funding sources in the banking industry

The SNRHA may self-develop or partner with a developer for some or all of these projects.

The construction work will be completed in phases. The first group of residents may be temporarily relocated off-site. The following group of residents will then be relocated to a newly renovated unit that meets the family’s needs.

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**TAB 16**

## Units with Approved Vacancies for Modernization

The following information updates the agency plan to provide detailed information regarding units scheduled from comprehensive modernization and/or modernization/ energy upgrades, for the public housing properties previously identified in the Capital Funds Program Grants.

Units scheduled for construction work that will required PIC unit status update to “Undergoing Modernization” are listed in the following tables:

| <b>SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY<br/>UNITS SCHEDULED FOR MODERNIZATION<br/>CFP 2020– CFP 2025</b>   |             |              |               |                      |       |
|--|-------------|--------------|---------------|----------------------|-------|
| AMP No.  | Unit Number | Unit Address | Scope of Work | Estimated Completion | Count |
| <b>Vera Johnson A: A/E Contract presented at the December 2014 Board Meeting. A/E Design completed in 2015. SNRHA proceeding with a 9% Tax Credit application May 2016 to assist with the financing of the construction and will be disposing the property through a Mixed Finance process. Completed August 2018.</b> |             |              |               |                      |       |

| AMP  | Unit   | Unit Address         | Scope Of work             | Estimated Completion | Count |
|--|--------|----------------------|---------------------------|----------------------|-------|
| <b>SCATTERED SITE UNITS - A/E &amp; Energy Consultants Contracts will be required. Work to be completed in phases and as permitted by funding.</b> |        |                      |                           |                      |       |
| 409  | 00200F | 200 FULLERTON AVE    | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00212F | 212 FULLERTON AVE    | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00220F | 220 FULLERTON AVE    | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00234F | 234 FULLERTON AVE    | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00235C | 235 CONCHO DR        | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00247F | 247 FULLERTON AVE    | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00248W | 248 WINONA CT        | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00251W | 251 WINONA DR        | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00369M | 369 MANZANITA STREET | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00408D | 408 DAFFODIL DR      | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00424D | 424 DAFFODIL DR      | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00428B | 428 BOTTLE BRUSH WAY | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00447B | 447 BELL AVE         | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00450C | 450 CRESTWAY RD      | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00452C | 452 CRESTWAY RD      | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00467B | 467 BELL AVE         | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00508D | 508 DUTCHMAN AVE     | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00518H | 518 HOLICK AVE       | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00525B | 525 BARRET           | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00529Z | 529 ZUBER AVE        | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00531H | 531 HOLICK AVE       | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00536V | 536 VAN DORNUM       | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00548R | 548 ROLLY STREET     | Modernization/Energy Upg. | 2030                 | 1     |
| 409  | 00937M | 937 MAJOR            | Modernization/Energy Upg. | 2030                 | 1     |

### Units with Approved Vacancies for Modernization

|     |        |                      |                           |         |          |
|-----|--------|----------------------|---------------------------|---------|----------|
| 409 | 01003D | 1003 DRIFTWOOD CT    | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 01006B | 1006 BROOKSIDE CT    | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 01015T | 1015 TIMBERLINE CT   | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 01453P | 1453 PRICE STREET    | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 01601C | 1601 CHESTNUT STREET | Modernization/Energy Upg. | 02/2023 | 1        |
| 409 |        | 1713 CHESTNUT STREET | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 01728C | 1728 CARITA          | Modernization/Energy Upg. | 2030    | 1        |
|     |        |                      |                           |         | <b>3</b> |
|     |        |                      |                           |         |          |
| 316 | 00501B | 501 BASTANCHURY AVE  | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 00533H | 533 HOLICK AVE       | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 00549E | 549 ENGEL AVE        | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 01003W | 1003 WOODSIDE CT     | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 01449P | 1449 PRICE STREET    | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 01833M | 1833 MARGARITA       | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 01931R | 1931 RED SAND CT     | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 01940D | 1940 DUNNAM STREET   | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 01941D | 1941 DUNNAM STREET   | Modernization/Energy Upg. | 2030    | 1        |
|     |        |                      |                           |         | <b>9</b> |
|     |        |                      |                           |         |          |
| 316 | 00138P | 138 PARRISH          | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 00489B | 489 BATTLE MOUNTAIN  | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 01325N | 1325 NAY COURT       | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 01388C | 1388 CHRISTY LANE    | Modernization/Energy Upg. | 01/2023 | 1        |
| 316 | 01868W | 1868 WINTERWOOD      | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 01881C | 1881 CORVETTE        | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 01901T | 1901 TURLEROCK ST    | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 01933S | 1933 SPINDRIFT CT    | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 02262S | 2262 SABROSO         | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 02860B | 2860 BEACONFALLS     | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 03620W | 3620 WALNUT          | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 03624W | 3624 WHISPERING NTV  | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 03680N | 3680 NEW HORIZON     | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 03828K | 3828 KELLOGG         | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 03874J | 3874 JONTUE          | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 03876K | 3876 KELLOGG         | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 03908T | 3908 TATIANA         | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 03909J | 3909 JONTUE          | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 03950W | 3950 WOODSIDE        | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 03987G | 3987 GULLIVER        | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 04041B | 4041 BRIGHT STAR     | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 04089S | 4089 STUDIO          | Modernization/Energy Upg. | 2030    | 1        |
| 316 | 04282P | 4282 PARAMOUNT       | Modernization/Energy Upg. | 2030    | 1        |

### Units with Approved Vacancies for Modernization

|     |        |                      |                           |                            |          |
|-----|--------|----------------------|---------------------------|----------------------------|----------|
| 316 | 04347B | 4347 BORATKO         | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 04372S | 4372 SHALIMAR        | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 04439M | 4439 MICHIGAN        | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 04469F | 4469 FABERGE         | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 04658A | 4658 ALEXANDER       | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 04673B | 4673 BUMBLEBEE CIR   | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 05365S | 5365 SIGNET COURT    | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 05469E | 5469 EASTBROOK       | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 05606B | 5606 BIG SEA         | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 05632G | 5632 GAZEBO WAY      | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 05723F | 5723 FORSYTHE DRIVE  | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 05750B | 5750 BLUE SEA        | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 05819E | 5819 EMERALD CANYON  | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 06380P | 6380 PINEHILL        | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 06871J | 6871 JUDSON AVE.     | Modernization/Energy Upg. | 2030                       | 1        |
| 316 | 06880A | 6880 ARROYO          | Modernization/Energy Upg. | 2030                       | 1        |
|     |        |                      |                           |                            | <b>3</b> |
|     |        |                      |                           |                            |          |
| 409 | 00049P | 49 PARRISH           | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 00066P | 66 PARRISH           | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 00436L | 436 LINN LANE        | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 00732B | 732 BETTY LANE       | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01173C | 1173 CHRISTY LANE    | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01253E | 1253 EBBETTS PASS    | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01288C | 1288 CHRISTY LANE    | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01320P | 1320 PLEASANT BROOK  | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01373B | 1373 BRADHURST       | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01488C | 1488 CHRISTY LANE    | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01502M | 1502 MAPLE LEAF      | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01527C | 1527 CHRISTY LANE    | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01608S | 1608 STARRIDGE WAY   | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01678S | 1678 STARRIDGE       | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01687C | 1687 CHRISTY LANE    | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01688L | 1688 LABRADOR DRIVE  | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01831S | 1831 SKYWOOD         | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01838V | 1838 VENALYNNE       | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01877C | 1877 CORVETTE        | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01910C | 1910 CITROEN         | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 01956P | 1956 PASADENA        | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 02091B | 2091 BOWSTRING DRIVE | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 02253S | 2253 SIERRA SUNRISE  | Modernization/Energy Upg. | <del>2030</del><br>09/2024 | 1        |
| 409 | 02289S | 2289 SIERRA SUNRISE  | Modernization/Energy Upg. | 2030                       | 1        |
| 409 | 02296S | 2296 SIERRA SUNRISE  | Modernization/Energy Upg. | 2030                       | 1        |

### Units with Approved Vacancies for Modernization

|     |        |                      |                           |                            |   |
|-----|--------|----------------------|---------------------------|----------------------------|---|
| 409 | 02334S | 2334 SABROSO         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 02339S | 2339 SABROSO         | Modernization/Energy Upg. | <del>2030</del><br>09/2024 | 1 |
| 409 | 02363S | 2363 SABROSO         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 02429P | 2429 PINE CREEK      | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 02459P | 2459 PINE CREEK      | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 02551O | 2551 OAK GLEN WAY    | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 02580O | 2580 OAK GLEN WAY    | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 02751S | 2751 SANDY LANE      | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 02823P | 2823 PISCES          | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03250R | 3250 RIO GRANDE      | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03624S | 3624 SAN FRANCISCO   | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03651B | 3651 BRIARCLIFF      | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03664L | 3664 LONE OAK        | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03744B | 3744 BRIARCLIFF      | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03754B | 3754 BRIARCLIFF      | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03761G | 3761 GEIST           | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03780K | 3780 KELLOGG         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03877K | 3877 KELLOGG         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03884L | 3884 LINCOLN         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03896T | 3896 TATIANA         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03915J | 3915 JONTUE          | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03926S | 3926 STEINBECK       | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03934J | 3934 JONTUE          | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03951L | 3951 LINCOLN         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03964W | 3964 WHITEHORSE      | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03974B | 3974 BADILLO         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 03992L | 3992 LINCOLN         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04149S | 4149 STUDIO          | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04187B | 4187 BORATKO         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04190S | 4190 STUDIO          | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04201C | 4201 CALIMESA        | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04230S | 4230 STUDIO          | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04237B | 4237 BORATKO         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04249W | 4249 WENDY LANE      | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04251C | 4251 CALIMESA        | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04254T | 4254 TOLKIEN         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04270S | 4270 STUDIO          | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04292P | 4292 PARAMOUNT       | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04336F | 4336 FABERGE         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04343F | 4343 FABERGE         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04399W | 4399 WENDY           | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04409F | 4409 FABERGE         | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04427F | 4427 FAIRMONT CIRCLE | Modernization/Energy Upg. | 2030                       | 1 |
| 409 | 04469M | 4469 MICHIGAN        | Modernization/Energy Upg. | 2030                       | 1 |

### Units with Approved Vacancies for Modernization

|     |        |                     |                           |         |          |
|-----|--------|---------------------|---------------------------|---------|----------|
| 409 | 04496P | 4496 PUREZA         | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 04747I | 4747 IMPERIAL       | Modernization/Energy Upg. | 07/2018 | 1        |
| 409 | 05225S | 5225 SANDSTONE      | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05241G | 5241 GAINSMILL ST   | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05260B | 5260 BLOSSOM        | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05307W | 5307 WELLESLEY      | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05308P | 5308 PLAINVIEW      | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05330P | 5330 PLAINFIELD     | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05347S | 5347 SIGNET CT      | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05360S | 5360 SIGNET CT.     | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05421E | 5421 EASTBROOK      | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05423P | 5423 POMEROY CIRCLE | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05459R | 5459 REQUA          | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05503W | 5503 WHITE CAP      | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05526B | 5526 BLUE SEA       | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05545W | 5545 WHITE CAP      | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05607B | 5607 BIG SEA        | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05611B | 5611 BIG SEA        | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05661O | 5661 ODESSA         | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05671W | 5671 WHITE CAP      | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05714B | 5714 BALLINGER      | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05721O | 5721 ODESSA         | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 05756B | 5756 BLUE SEA       | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 06360P | 6360 PINE HILL ST   | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 06368P | 6368 PINEHILL       | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 06382D | 6382 DALLASWOOD LN  | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 06752T | 6752 TIFFOLLO       | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 06777A | 6777 ARROYO         | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 06781L | 6781 LA RONDA       | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 07325V | 7325 VIREO DR       | Modernization/Energy Upg. | 2030    | 1        |
|     |        |                     |                           |         | <b>9</b> |
| 310 | 226005 | 3933 NEW HOPE WAY   | Modernization/Energy Upg. | 2030    | 1        |
| 310 | 226006 | 2933 BRADY AV       | Modernization/Energy Upg. | 09/2020 | 1        |
| 310 | 226010 | 4449 COOL VALLY DR  | Modernization/Energy Upg. | 2030    | 1        |
| 310 | 226011 | 2624 DEMETRIUS AVE  | Modernization/Energy Upg. | 2030    | 1        |
| 310 | 226014 | 17 MINNESOTA STREET | Modernization/Energy Upg. | 2030    | 1        |
| 310 | 226015 | 1532 ARTHUR AV      | Modernization/Energy Upg. | 2030    | 1        |
| 310 | 226017 | 3624 PARK OLIVER DR | Modernization/Energy Upg. | 2030    | 1        |
| 310 | 226018 | 4044 LA BREA CT     | Modernization/Energy Upg. | 01/2023 | 1        |
| 310 | 226024 | 1001 NEWPORT ST     | Modernization/Energy Upg. | 2030    | 1        |



### Units with Approved Vacancies for Modernization

|     |        |                        |                           |      |           |
|-----|--------|------------------------|---------------------------|------|-----------|
| 310 | 226025 | 47 NORTH SANDHILL ROAD | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 226028 | 59 NORTH SANDHILL ROAD | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 226032 | 583 REEF DRIVE         | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 226033 | 1128 NASSAU DRIVE      | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 226037 | 701 NORTH 22ND STREET  | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 226041 | 917 NORTH 22ND STREET  | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 226042 | 2000 WENDELL AVE       | Modernization/Energy Upg. | 2030 | 1         |
|     |        |                        |                           |      | <b>16</b> |
|     |        |                        |                           |      |           |
| 310 | 230004 | 1433 PATRIOT           | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 230005 | 3625 BROOKDALE         | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 230007 | 121 DAISSETTA          | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 230009 | 3629 PARK OLIVER       | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 230011 | 221 BEECHGATE          | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 230012 | 3601 SEQUOIA           | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 230013 | 908 SCARLETT RIDGE     | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 230015 | 221 OAKFORD            | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 230017 | 6724 SHEFFIELD         | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 230023 | 732 LINCOLN            | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 230025 | 4617 CURDSEN           | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 230026 | 6617 GAZELLE           | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 230027 | 1705 AMBOY             | Modernization/Energy Upg. | 2030 | 1         |
|     |        |                        |                           |      | <b>13</b> |
|     |        |                        |                           |      |           |
| 310 | 232001 | 551 BAY BERRY          | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232002 | 4109 HARRIS            | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232004 | 6636 ESCALON           | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232006 | 4805 LANCEWOOD         | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232007 | 4737 CONCORD VILLAGE   | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232008 | 4613 BRISTOL MANOR     | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232009 | 7005 CORNFLOWER        | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232013 | 2348 BRISTOL BRUSH     | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232015 | 736 TAFT               | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232016 | 6712 WENATCHEE DR      | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232017 | 7924 FANCIFUL          | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232019 | 1929 RIDGEFIELD        | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232020 | 4204 TIMPANI DR        | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232022 | 1840 RIDGEFIELD        | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232023 | 507 PRESCOTT           | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232026 | 1105 PARLIAMENT        | Modernization/Energy Upg. | 2030 | 1         |
| 310 | 232028 | 6541 MIRAGRANDE        | Modernization/Energy Upg. | 2030 | 1         |

## Units with Approved Vacancies for Modernization

|     |        |                           |                           |         |          |
|-----|--------|---------------------------|---------------------------|---------|----------|
|     |        |                           |                           |         | <b>1</b> |
| 409 | 246001 | 2309 BRISTOL VIEW         | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246002 | 1020 BIRD SPRINGS         | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246003 | 7133 LARKVALE             | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246004 | 3213 TERRA BELLA          | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246005 | 1232 SILVER PROSPECT      | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246006 | 505 LIGHT BEAM            | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246007 | 736 LINCOLN               | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246008 | 7289 GOLDEN STAR          | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246009 | 3809 VALLEY FORGE         | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246010 | 9313 CHILLY POND          | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246011 | 409 TOBLER                | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246012 | 4116 HAZELRIDGE           | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246013 | 4832 MONTEBELLO           | Modernization/Energy Upg. | 02/2023 | 1        |
| 409 | 246014 | 4128 COMPASS ROSE         | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246015 | 2328 BRISTOL BRUSH        | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246016 | 1445 LILAC BREEZE         | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246017 | 6512 RAIN FOREST          | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246018 | 9144 GREEN FROST DRIVE    | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246019 | 5517 TINCUP DRIVE         | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246020 | 2245 FLORISSANT DRIVE     | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246021 | 5321 LAMBROOK DRIVE       | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246022 | 6724 CHEHALIS CIRCLE      | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246023 | 4216 ESTABAN CT           | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246024 | 7624 VELVET CANYON        | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246025 | 1913 HARVEST DRIVE        | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246026 | 6545 LEMITAR DRIVE        | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246027 | 3217 POINT LOBOS DRIVE    | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246028 | 8244 WILLETA AVE          | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246029 | 9124 BUCKSPRINGS DRIVE    | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246030 | 501 LIGHT BEAM            | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246031 | 2304 BRISTOL BRUSH WAY    | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246032 | 2808 WHISTLING VINE       | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246033 | 7937 COPPER CANYON ROAD   | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246034 | 7433 SAYBROOK POINT DRIVE | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246035 | 8352 COVE LANDING         | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246036 | 8100 SICKLE LANE          | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246037 | 917 ROCKAWAY              | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246038 | 9149 SPARKLEWOOD COURT    | Modernization/Energy Upg. | 2030    | 1        |
| 409 | 246039 | 1233 SILVER PROSPECT      | Modernization/Energy Upg. | 2030    | 1        |

### Units with Approved Vacancies for Modernization

|     |        |                           |                           |      |   |
|-----|--------|---------------------------|---------------------------|------|---|
| 409 | 246040 | 529 CROFT WAY             | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246041 | 4145 COMPASS ROSE WAY     | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246042 | 732 TAFT COURT            | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246043 | 3209 TERRA BELLA          | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246044 | 9178 JEWEL CRYSTAL COURT  | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246045 | 6320 COPPER FIELD         | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246046 | 109 LUCY THOMPSON         | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246047 | 709 MARIE FENLON DRIVE    | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246048 | 3229 POINT LOBOS DRIVE    | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246049 | 4241 TIMPANI DRIVE        | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246050 | 6309 GREYHAWK AVENUE      | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246051 | 5517 LIVERPOOL            | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246052 | 7412 LATTIMORE            | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246053 | 4037 HAZELRIDGE           | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246054 | 6225 BURNT HILLS DRIVE    | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246055 | 4116 BROWND EER           | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246056 | 4120 HAZELRIDGE           | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246057 | 6517 CAPRICORN            | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246058 | 2328 REDDON CIRCLE        | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246059 | 1721 VILLA VISTA WAY      | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246060 | 9305 Dancing Daffodil     | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246061 | 4540 ARROWROOT AVE        | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246062 | 1313 LUCIA DRIVE          | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246063 | 4009 BROADRIVER           | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246064 | 6329 CARMEN BLVD          | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246065 | 2213 WILHELMINA           | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246066 | 8249 WILLETA AVE          | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246067 | 8004 MOUNT ROYAL COURT    | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246068 | 4233 TIMPANI DRIVE        | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246069 | 1437 BLUSHING BRIDE ST    | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246070 | 4056 HAZELRIDGE           | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246071 | 416 SARAJANE LANE         | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246072 | 628 THRUSH DRIVE          | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246073 | 9161 SPARKLEWOOD          | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246074 | 7504 CRYSTAL ISLE WAY     | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246075 | 7209 LONESOME CIRCLE      | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246076 | 3512 GOLDEN PEDAL         | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246077 | 6596 SOCORRO DRIVE        | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246078 | 1828 NAVAJO LAKE WAY      | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246079 | 2713 COFFEE POT COURT     | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246080 | 6708 PAINTED CANYON COURT | Modernization/Energy Upg. | 2030 | 1 |

### Units with Approved Vacancies for Modernization

|     |        |                           |                           |      |   |
|-----|--------|---------------------------|---------------------------|------|---|
| 409 | 246081 | 1833 VILLA VISTA WAY      | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246082 | 5428 KETTERING PLACE      | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246083 | 2820 WHISTLING VINES      | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246084 | 6368 CANYON DAWN          | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246085 | 449 WARMSIDE DRIVE        | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246086 | 4016 COMPASS ROSE WAY     | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246087 | 2809 WINDSTORM AVE        | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246088 | 8332 SAN GRAIL CT         | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246089 | 7417 SAYBROOK POINT DRIVE | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246090 | 6700 SHEFFIELD            | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246091 | 3901 PROCLAMATION PLACE   | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246092 | 3328 HYANNIS CIR          | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246093 | 1305 LITTLE DIPPER ST     | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246094 | 6336 GREYHAWK AVE         | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246095 | 6604 LEMITAR              | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246097 | 1300 SunPoint Drive       | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246098 | 7748 BROTHERS BAY CT      | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246099 | 1880 ANN GRETA DR         | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246100 | 6912 DELOREAN CIRCLE      | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246101 | 6376 VIOLET BLOSSOM DRIVE | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246102 | 4404 NARIT DRIVE          | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246103 | 6825 SHEFFIELD DR         | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246104 | 7717 PARAKEET AVE         | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246105 | 6253 SPANISH MOSS         | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246106 | 208 COCONUT GROVE         | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246107 | 8440 STAPLETON AVE        | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246108 | 7820 TOMICH AVE           | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246109 | 3429 Trilogy Dr           | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246110 | 1344 WHEATLAND WY         | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246111 | 7000 CORNFLOWER DR        | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246112 | 1125 CORAL ISLE           | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246113 | 1961 COSTELLO             | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246114 | 8200 Carmen               | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246115 | 7708 VELVET CANYON AVE    | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246116 | 9304 JUMPIN JUNIPER AVE   | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246117 | 9352 RED ROSE AVE         | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246118 | 907 VANTAGE POINT ROAD    | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246119 | 6732 THEUS CIRCLE         | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246120 | 6936 MANISTEE COURT       | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246121 | 1708 Golden Sky Drive     | Modernization/Energy Upg. | 2030 | 1 |
| 409 | 246122 | 3405 MISTY EVENING STREET | Modernization/Energy Upg. | 2030 | 1 |

### Units with Approved Vacancies for Modernization

|     |        |                               |                           |                            |            |
|-----|--------|-------------------------------|---------------------------|----------------------------|------------|
| 409 | 246123 | 6609 OUIDA WAY                | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246124 | 5505 LIVERPOOL                | Modernization/Energy Upg. | <del>2030</del><br>12/2024 | 1          |
| 409 | 246125 | 4132 GLENFIELD CIRCLE         | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246126 | 6532 Wild River               | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246127 | 6217 Caprino Avenue           | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246128 | 6644 Messenger                | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246129 | 7137 Village Shore            | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246130 | 7124 Desert Clover            | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246131 | 9513 Sweet Sage Avenue        | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246132 | 4433 MOSSY ROCK COURT         | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246133 | 1408 DRESDEN DOLL             | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246134 | 6741 BREMERTON CR             | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246135 | 4116 Talavera Court           | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246136 | 4124 TALAVERA COURT           | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246137 | 5521 CLEARY COURT             | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246138 | 2020 JADE HILLS COURT         | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246139 | 6220 LA MADRE WAY             | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246140 | 1201 RAINBOW MEADOWS<br>DRIV  | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246141 | 5320 RANCHER AVENUE           | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246142 | 9512 Fox Forest Ave           | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246143 | 532 RIVER BED STREET          | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246144 | 5101 YELLOW DAWN              | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246145 | 6568 SWEETZER WAY             | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246146 | 7005 BALLROOM COURT           | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246147 | 5708 ROYAL CASTLE LANE        | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246148 | 7257 CREST PEAK AVENUE        | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246149 | 5701 GRAND ENTRIES DRIVE      | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246150 | 8524 LAST POINT AVENUE        | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246151 | 6600 WOODSWORTH AVENUE        | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246152 | 8133 HYDRA LANE               | Modernization/Energy Upg. | <del>2030</del><br>09/2024 | 1          |
| 409 | 246153 | 6653 PROSPECT CLAIM COURT     | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246154 | 4521 Soda Ash Ave             | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246155 | 4572 MORNING JEWEL<br>AVENUE  | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 246156 | 1236 LUCKY GOLD COURT         | Modernization/Energy Upg. | 2030                       | 1          |
|     |        |                               |                           |                            | <b>155</b> |
| 409 | 247001 | 2712 RISING LEGEND WAY        | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 247002 | 2349 HEATHER MEADOWS<br>COURT | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 247003 | 1425 HELEN BELLE DRIVE        | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 247004 | 740 CONCRETE COURT            | Modernization/Energy Upg. | 2030                       | 1          |
| 409 | 247005 | 4801 LINKWOOD DRIVE           | Modernization/Energy Upg. | 2030                       | 1          |

### Units with Approved Vacancies for Modernization

|     |        |                       |                           |      |            |
|-----|--------|-----------------------|---------------------------|------|------------|
| 409 | 247006 | 4568 ROSS AVE         | Modernization/Energy Upg. | 2030 | 1          |
| 409 | 247007 | 4420 BRISTOL MANOR DR | Modernization/Energy Upg. | 2030 | 1          |
|     |        |                       |                           |      | <b>7</b>   |
|     |        |                       |                           |      | <b>386</b> |

| <b><u>Ernie Cragin Terrace:</u> Rental Assistance Demonstration (RAD) Program application submitted 2015 as part of the Portfolio RAD Application Group 1. CHAP received 2017 an extended by 12 months. Estimated Securing all Financing and Construction NTP Date: 2020-2023. Anticipated Completion: 2021-2026</b> |          |              |                             |                      |       |
|--|----------|--------------|-----------------------------|----------------------|-------|
| AMP No.  | Unit No. | Unit Address | Scope of Work               | Estimated Completion | Count |
| 406  | 206796   | 90 29TH      | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206797   | 88 29TH      | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206798   | 2904 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206799   | 2900 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206800   | 2840 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206801   | 2838 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206802   | 2836 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206803   | 2834 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206804   | 2832 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206805   | 2830 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206806   | 2828 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206807   | 2826 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206808   | 2824 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206809   | 2822 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206810   | 2818 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206811   | 2816 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206812   | 2814 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206813   | 2812 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206814   | 2810 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206815   | 2808 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206816   | 2806 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206817   | 2804 VALLEY  | Comprehensive Modernization | 2021-2026            | 1     |
| 406  | 206818   | 81 28TH      | Comprehensive Modernization | 2021-2026            | 1     |

**Units with Approved Vacancies for Modernization**

|     |        |             |                             |           |           |
|-----|--------|-------------|-----------------------------|-----------|-----------|
| 406 | 206819 | 83 28TH     | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206820 | 89 28TH     | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206821 | 91 28TH     | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206822 | 2803 VALLEY | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206823 | 2805 VALLEY | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206824 | 2804 MALTA  | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206825 | 2802 MALTA  | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206826 | 2817 VALLEY | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206827 | 2819 VALLEY | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206828 | 2821 VALLEY | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206829 | 2823 VALLEY | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206830 | 89 29TH     | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206831 | 91 29TH     | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206832 | 2820 MALTA  | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206833 | 2818 MALTA  | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206834 | 2816 MALTA  | Comprehensive Modernization | 2021-2026 | 1         |
| 406 | 206835 | 2814 MALTA  | Comprehensive Modernization | 2021-2026 | 1         |
|     |        |             |                             |           | <b>40</b> |

|  |                 |                       |                             |                             |              |
|--|-----------------|-----------------------|-----------------------------|-----------------------------|--------------|
| <p><b>Hullum Homes: Rental Assistance Demonstration (RAD) Program application submitted 2015 as part of the Portfolio RAD Application Group 1. CHAP received 2017 an extended by 12 months. Estimated Securing all Financing and Construction NTP Date: 2020-2023. Anticipated Completion: 2021-2026. <del>Preparing to</del> Prepared a request for 9% LIHTC and CHAP for conversion to Project Based Voucher Development. CHAP approved 09/2022. Completion <del>May 2024</del> <b>01/2025</b></b></p> |                 |                       |                             |                             |              |
| <b>AMP No.</b>   | <b>Unit No.</b> | <b>Unit Address</b>   | <b>Scope of Work</b>        | <b>Estimated Completion</b> | <b>Count</b> |
| 407  | —00HH1A         | —4980 E OWENS AVE —1A | Comprehensive Modernization | 07/2024                     | +            |
| 407  | —00HH1B         | —4980 E OWENS AVE —1B | Comprehensive Modernization |                             | +            |
| 407  | —00HH1C         | —4980 E OWENS AVE —1C | Comprehensive Modernization |                             | +            |
| 407  | —00HH1D         | —4980 E OWENS AVE —1D | Comprehensive Modernization |                             | +            |
| 407  | —00HH1E         | —4980 E OWENS AVE —1E | Comprehensive Modernization |                             | +            |
| 407  | —00HH2A         | —4980 E OWENS AVE —2A | Comprehensive Modernization |                             | +            |
| 407  | —00HH2B         | —4980 E OWENS AVE —2B | Comprehensive Modernization |                             | +            |
| 407  | —00HH2C         | —4980 E OWENS AVE —2C | Comprehensive Modernization |                             | +            |

**Units with Approved Vacancies for Modernization**

|     |         |                   |      |                             |         |   |
|-----|---------|-------------------|------|-----------------------------|---------|---|
| 407 | -00HH2D | -4980 E OWENS AVE | -2D  | Comprehensive Modernization | 07/2024 | + |
| 407 | -00HH2E | -4980 E OWENS AVE | -2E  | Comprehensive Modernization |         | + |
| 407 | -00HH3A | -4980 E OWENS AVE | -3A  | Comprehensive Modernization |         | + |
| 407 | -00HH3B | -4980 E OWENS AVE | -3B  | Comprehensive Modernization |         | + |
| 407 | -00HH3C | -4980 E OWENS AVE | -3C  | Comprehensive Modernization |         | + |
| 407 | -00HH3D | -4980 E OWENS AVE | -3D  | Comprehensive Modernization |         | + |
| 407 | -00HH4A | -4980 E OWENS AVE | -4A  | Comprehensive Modernization |         | + |
| 407 | -00HH4B | -4980 E OWENS AVE | -4B  | Comprehensive Modernization |         | + |
| 407 | -00HH4C | -4980 E OWENS AVE | -4C  | Comprehensive Modernization |         | + |
| 407 | -00HH4D | -4980 E OWENS AVE | -4D  | Comprehensive Modernization |         | + |
| 407 | -00HH5A | -4980 E OWENS AVE | -5A  | Comprehensive Modernization |         | + |
| 407 | -00HH5B | -4980 E OWENS AVE | -5B  | Comprehensive Modernization |         | + |
| 407 | -00HH5C | -4980 E OWENS AVE | -5C  | Comprehensive Modernization |         | + |
| 407 | -00HH5D | -4980 E OWENS AVE | -5D  | Comprehensive Modernization |         | + |
| 407 | -00HH5E | -4980 E OWENS AVE | -5E  | Comprehensive Modernization |         | + |
| 407 | -00HH6A | -4980 E OWENS AVE | -6A  | Comprehensive Modernization |         | + |
| 407 | -00HH6B | -4980 E OWENS AVE | -6B  | Comprehensive Modernization |         | + |
| 407 | -00HH6C | -4980 E OWENS AVE | -6C  | Comprehensive Modernization |         | + |
| 407 | -00HH7A | -4980 E OWENS AVE | -7A  | Comprehensive Modernization |         | + |
| 407 | -00HH7B | -4980 E OWENS AVE | -7B  | Comprehensive Modernization |         | + |
| 407 | -00HH7C | -4980 E OWENS AVE | -7C  | Comprehensive Modernization |         | + |
| 407 | -00HH7D | -4980 E OWENS AVE | -7D  | Comprehensive Modernization |         | + |
| 407 | -00HH7E | -4980 E OWENS AVE | -7E  | Comprehensive Modernization |         | + |
| 407 | -00HH8A | -4980 E OWENS AVE | -8A  | Comprehensive Modernization |         | + |
| 407 | -00HH8B | -4980 E OWENS AVE | -8B  | Comprehensive Modernization |         | + |
| 407 | -00HH8C | -4980 E OWENS AVE | -8C  | Comprehensive Modernization |         | + |
| 407 | -00HH9A | -4980 E OWENS AVE | -9A  | Comprehensive Modernization |         | + |
| 407 | -00HH9B | -4980 E OWENS AVE | -9B  | Comprehensive Modernization |         | + |
| 407 | -0HH10A | -4980 E OWENS AVE | -10A | Comprehensive Modernization | 07/2024 | + |
| 407 | -0HH10B | -4980 E OWENS AVE | -10B | Comprehensive Modernization |         | + |
| 407 | -0HH10C | -4980 E OWENS AVE | -10C | Comprehensive Modernization |         | + |
| 407 | -0HH10D | -4980 E OWENS AVE | -10D | Comprehensive Modernization |         | + |
| 407 | -0HH10E | -4980 E OWENS AVE | -10E | Comprehensive Modernization |         | + |
| 407 | -0HH10F | -4980 E OWENS AVE | -10F | Comprehensive Modernization |         | + |
| 407 | -0HH11A | -4980 E OWENS AVE | -11A | Comprehensive Modernization |         | + |
| 407 | -0HH11B | -4980 E OWENS AVE | -11B | Comprehensive Modernization |         | + |
| 407 | -0HH11C | -4980 E OWENS AVE | -11C | Comprehensive Modernization |         | + |
| 407 | -0HH11D | -4980 E OWENS AVE | -11D | Comprehensive Modernization |         | + |
| 407 | -0HH11E | -4980 E OWENS AVE | -11E | Comprehensive Modernization |         | + |
| 407 | -0HH12A | -4980 E OWENS AVE | -12A | Comprehensive Modernization |         | + |
| 407 | -0HH12B | -4980 E OWENS AVE | -12B | Comprehensive Modernization | +       |   |
| 407 | -0HH12C | -4980 E OWENS AVE | -12C | Comprehensive Modernization | +       |   |
| 407 | -0HH12D | -4980 E OWENS AVE | -12D | Comprehensive Modernization | +       |   |



**Units with Approved Vacancies for Modernization**

|     |         |                   |      |                             |         |           |
|-----|---------|-------------------|------|-----------------------------|---------|-----------|
| 407 | —0HH13A | —4980 E OWENS AVE | —13A | Comprehensive Modernization | 07/2024 | +         |
| 407 | —0HH13B | —4980 E OWENS AVE | —13B | Comprehensive Modernization |         | +         |
| 407 | —0HH13C | —4980 E OWENS AVE | —13C | Comprehensive Modernization |         | +         |
| 407 | —0HH13D | —4980 E OWENS AVE | —13D | Comprehensive Modernization |         | +         |
| 407 | —0HH13E | —4980 E OWENS AVE | —13E | Comprehensive Modernization |         | +         |
| 407 | —0HH14A | —4980 E OWENS AVE | —14A | Comprehensive Modernization |         | +         |
| 407 | —0HH14B | —4980 E OWENS AVE | —14B | Comprehensive Modernization |         | +         |
| 407 | —0HH14C | —4980 E OWENS AVE | —14C | Comprehensive Modernization |         | +         |
|     |         |                   |      |                             |         | <b>59</b> |

**Jones Gardens: Rental Assistance Demonstration (RAD) Program application submitted 2015 as part of the Portfolio RAD Application Group 1. CHAP received 2017 an extended by 12 months. Estimated Securing all Financing and Construction NTP Date: 2020-2023. Anticipated Completion: 2021-2026**

| AMP No. | Unit No. | Unit Address   |    | Scope of Work               | Estimated Completion | Count |
|---------|----------|----------------|----|-----------------------------|----------------------|-------|
| 407     | 00JG1A   | 1750 MARION DR | 1A | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG1B   | 1750 MARION DR | 1B | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG1C   | 1750 MARION DR | 1C | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG1D   | 1750 MARION DR | 1D | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG2A   | 1750 MARION DR | 2A | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG2B   | 1750 MARION DR | 2B | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG2C   | 1750 MARION DR | 2C | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG3A   | 1750 MARION DR | 3A | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG3B   | 1750 MARION DR | 3B | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG3C   | 1750 MARION DR | 3C | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG4A   | 1750 MARION DR | 4A | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG4B   | 1750 MARION DR | 4B | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG4C   | 1750 MARION DR | 4C | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG4D   | 1750 MARION DR | 4D | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG5A   | 1750 MARION DR | 5A | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG5B   | 1750 MARION DR | 5B | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG5C   | 1750 MARION DR | 5C | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG5D   | 1750 MARION DR | 5D | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG6A   | 1750 MARION DR | 6A | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG6B   | 1750 MARION DR | 6B | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG6C   | 1750 MARION DR | 6C | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG6D   | 1750 MARION DR | 6D | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG7A   | 1750 MARION DR | 7A | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG7B   | 1750 MARION DR | 7B | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG7C   | 1750 MARION DR | 7C | Comprehensive Modernization | 2021-2026            | 1     |
| 407     | 00JG8A   | 1750 MARION DR | 8A | Comprehensive Modernization | 2021-2026            | 1     |

**Units with Approved Vacancies for Modernization**

|     |        |                |     |                             |           |   |
|-----|--------|----------------|-----|-----------------------------|-----------|---|
| 407 | 00JG8B | 1750 MARION DR | 8B  | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 00JG8C | 1750 MARION DR | 8C  | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 00JG9A | 1750 MARION DR | 9A  | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 00JG9B | 1750 MARION DR | 9B  | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 00JG9C | 1750 MARION DR | 9C  | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG10A | 1750 MARION DR | 10A | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG10B | 1750 MARION DR | 10B | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG10C | 1750 MARION DR | 10C | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG10D | 1750 MARION DR | 10D | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG11A | 1750 MARION DR | 11A | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG11B | 1750 MARION DR | 11B | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG11C | 1750 MARION DR | 11C | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG12A | 1750 MARION DR | 12A | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG12B | 1750 MARION DR | 12B | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG12C | 1750 MARION DR | 12C | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG12D | 1750 MARION DR | 12D | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG13A | 1750 MARION DR | 13A | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG13B | 1750 MARION DR | 13B | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG13C | 1750 MARION DR | 13C | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG14A | 1750 MARION DR | 14A | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG14B | 1750 MARION DR | 14B | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG14C | 1750 MARION DR | 14C | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG15A | 1750 MARION DR | 15A | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG15B | 1750 MARION DR | 15B | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG15C | 1750 MARION DR | 15C | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG15D | 1750 MARION DR | 15D | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG16A | 1750 MARION DR | 16A | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG16B | 1750 MARION DR | 16B | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG17A | 1750 MARION DR | 17A | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG17B | 1750 MARION DR | 17B | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG17C | 1750 MARION DR | 17C | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG17D | 1750 MARION DR | 17D | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG18A | 1750 MARION DR | 18A | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG18B | 1750 MARION DR | 18B | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG18C | 1750 MARION DR | 18C | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG19A | 1750 MARION DR | 19A | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG19B | 1750 MARION DR | 19B | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG19C | 1750 MARION DR | 19C | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG20A | 1750 MARION DR | 20A | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG20B | 1750 MARION DR | 20B | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG20C | 1750 MARION DR | 20C | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG20D | 1750 MARION DR | 20D | Comprehensive Modernization | 2021-2026 | 1 |
| 407 | 0JG21A | 1750 MARION DR | 21A | Comprehensive Modernization | 2021-2026 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                |     |                             |           |           |
|-----|--------|----------------|-----|-----------------------------|-----------|-----------|
| 407 | 0JG21B | 1750 MARION DR | 21B | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG21C | 1750 MARION DR | 21C | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG22A | 1750 MARION DR | 22A | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG22B | 1750 MARION DR | 22B | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG22C | 1750 MARION DR | 22C | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG22D | 1750 MARION DR | 22D | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG23A | 1750 MARION DR | 23A | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG23B | 1750 MARION DR | 23B | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG23C | 1750 MARION DR | 23C | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG24A | 1750 MARION DR | 24A | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG24B | 1750 MARION DR | 24B | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG24C | 1750 MARION DR | 24C | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG24D | 1750 MARION DR | 24D | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG25A | 1750 MARION DR | 25A | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG25B | 1750 MARION DR | 25B | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG25C | 1750 MARION DR | 25C | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG25D | 1750 MARION DR | 25D | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG26A | 1750 MARION DR | 26A | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG26B | 1750 MARION DR | 26B | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG26C | 1750 MARION DR | 26C | Comprehensive Modernization | 2021-2026 | 1         |
| 407 | 0JG26D | 1750 MARION DR | 26D | Comprehensive Modernization | 2021-2026 | 1         |
|     |        |                |     |                             |           | <b>90</b> |

| <b>Sartini Plaza: Rental Assistance Demonstration (RAD) Program application submitted 2015 as part of the Portfolio RAD Application Group 1. CHAP received 2017 an extended by 12 months. Estimated Securing all Financing and Construction NTP Date: 2020-2023. Anticipated Completion: 2021-2026</b> |          |                 |     |                             |                      |       |
|--|----------|-----------------|-----|-----------------------------|----------------------|-------|
| AMP No.  | Unit No. | Unit Address    |     | Scope of Work               | Estimated Completion | Count |
| 402  | 221101   | 900 S. BRUSH ST | 101 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221102   | 900 S. BRUSH ST | 102 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221103   | 900 S. BRUSH ST | 103 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221104   | 900 S. BRUSH ST | 104 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221105   | 900 S. BRUSH ST | 105 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221106   | 900 S. BRUSH ST | 106 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221107   | 900 S. BRUSH ST | 107 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221108   | 900 S. BRUSH ST | 108 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221109   | 900 S. BRUSH ST | 109 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221110   | 900 S. BRUSH ST | 110 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221111   | 900 S. BRUSH ST | 111 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221112   | 900 S. BRUSH ST | 112 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221113   | 900 S. BRUSH ST | 113 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221114   | 900 S. BRUSH ST | 114 | Comprehensive Modernization | 2021-2026            | 1     |

**Units with Approved Vacancies for Modernization**

|     |        |                 |     |                             |           |   |
|-----|--------|-----------------|-----|-----------------------------|-----------|---|
| 402 | 221115 | 900 S. BRUSH ST | 115 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221116 | 900 S. BRUSH ST | 116 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221117 | 900 S. BRUSH ST | 117 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221118 | 900 S. BRUSH ST | 118 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221119 | 900 S. BRUSH ST | 119 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221120 | 900 S. BRUSH ST | 120 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221121 | 900 S. BRUSH ST | 121 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221122 | 900 S. BRUSH ST | 122 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221123 | 900 S. BRUSH ST | 123 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221124 | 900 S. BRUSH ST | 124 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221125 | 900 S. BRUSH ST | 125 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221126 | 900 S. BRUSH ST | 126 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221127 | 900 S. BRUSH ST | 127 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221128 | 900 S. BRUSH ST | 128 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221129 | 900 S. BRUSH ST | 129 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221130 | 900 S. BRUSH ST | 130 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221131 | 900 S. BRUSH ST | 131 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221132 | 900 S. BRUSH ST | 132 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221133 | 900 S. BRUSH ST | 133 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221134 | 900 S. BRUSH ST | 134 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221135 | 900 S. BRUSH ST | 135 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221136 | 900 S. BRUSH ST | 136 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221137 | 900 S. BRUSH ST | 137 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221138 | 900 S. BRUSH ST | 138 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221139 | 900 S. BRUSH ST | 139 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221140 | 900 S. BRUSH ST | 140 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221201 | 900 S. BRUSH ST | 201 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221202 | 900 S. BRUSH ST | 202 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221203 | 900 S. BRUSH ST | 203 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221204 | 900 S. BRUSH ST | 204 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221205 | 900 S. BRUSH ST | 205 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221206 | 900 S. BRUSH ST | 206 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221207 | 900 S. BRUSH ST | 207 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221208 | 900 S. BRUSH ST | 208 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221209 | 900 S. BRUSH ST | 209 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221210 | 900 S. BRUSH ST | 210 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221211 | 900 S. BRUSH ST | 211 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221212 | 900 S. BRUSH ST | 212 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221213 | 900 S. BRUSH ST | 213 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221214 | 900 S. BRUSH ST | 214 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221215 | 900 S. BRUSH ST | 215 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221216 | 900 S. BRUSH ST | 216 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221217 | 900 S. BRUSH ST | 217 | Comprehensive Modernization | 2021-2026 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                 |     |                             |           |   |
|-----|--------|-----------------|-----|-----------------------------|-----------|---|
| 402 | 221218 | 900 S. BRUSH ST | 218 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221219 | 900 S. BRUSH ST | 219 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221220 | 900 S. BRUSH ST | 220 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221221 | 900 S. BRUSH ST | 221 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221222 | 900 S. BRUSH ST | 222 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221223 | 900 S. BRUSH ST | 223 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221224 | 900 S. BRUSH ST | 224 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221225 | 900 S. BRUSH ST | 225 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221226 | 900 S. BRUSH ST | 226 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221227 | 900 S. BRUSH ST | 227 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221228 | 900 S. BRUSH ST | 228 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221229 | 900 S. BRUSH ST | 229 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221230 | 900 S. BRUSH ST | 230 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221231 | 900 S. BRUSH ST | 231 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221232 | 900 S. BRUSH ST | 232 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221233 | 900 S. BRUSH ST | 233 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221234 | 900 S. BRUSH ST | 234 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221235 | 900 S. BRUSH ST | 235 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221236 | 900 S. BRUSH ST | 236 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221237 | 900 S. BRUSH ST | 237 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221238 | 900 S. BRUSH ST | 238 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221239 | 900 S. BRUSH ST | 239 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221240 | 900 S. BRUSH ST | 240 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221241 | 900 S. BRUSH ST | 241 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221242 | 900 S. BRUSH ST | 242 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221243 | 900 S. BRUSH ST | 243 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221244 | 900 S. BRUSH ST | 244 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221245 | 900 S. BRUSH ST | 245 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221246 | 900 S. BRUSH ST | 246 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221247 | 900 S. BRUSH ST | 247 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221248 | 900 S. BRUSH ST | 248 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221249 | 900 S. BRUSH ST | 249 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221250 | 900 S. BRUSH ST | 250 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221251 | 900 S. BRUSH ST | 251 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221252 | 900 S. BRUSH ST | 252 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221253 | 900 S. BRUSH ST | 253 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221254 | 900 S. BRUSH ST | 254 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221255 | 900 S. BRUSH ST | 255 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221256 | 900 S. BRUSH ST | 256 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221257 | 900 S. BRUSH ST | 257 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221258 | 900 S. BRUSH ST | 258 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221259 | 900 S. BRUSH ST | 259 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221260 | 900 S. BRUSH ST | 260 | Comprehensive Modernization | 2021-2026 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                 |     |                             |           |   |
|-----|--------|-----------------|-----|-----------------------------|-----------|---|
| 402 | 221301 | 900 S. BRUSH ST | 301 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221302 | 900 S. BRUSH ST | 302 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221303 | 900 S. BRUSH ST | 303 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221304 | 900 S. BRUSH ST | 304 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221305 | 900 S. BRUSH ST | 305 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221306 | 900 S. BRUSH ST | 306 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221307 | 900 S. BRUSH ST | 307 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221308 | 900 S. BRUSH ST | 308 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221309 | 900 S. BRUSH ST | 309 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221310 | 900 S. BRUSH ST | 310 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221311 | 900 S. BRUSH ST | 311 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221312 | 900 S. BRUSH ST | 312 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221313 | 900 S. BRUSH ST | 313 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221314 | 900 S. BRUSH ST | 314 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221315 | 900 S. BRUSH ST | 315 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221316 | 900 S. BRUSH ST | 316 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221317 | 900 S. BRUSH ST | 317 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221318 | 900 S. BRUSH ST | 318 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221319 | 900 S. BRUSH ST | 319 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221320 | 900 S. BRUSH ST | 320 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221321 | 900 S. BRUSH ST | 321 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221322 | 900 S. BRUSH ST | 322 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221323 | 900 S. BRUSH ST | 323 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221324 | 900 S. BRUSH ST | 324 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221325 | 900 S. BRUSH ST | 325 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221326 | 900 S. BRUSH ST | 326 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221327 | 900 S. BRUSH ST | 327 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221328 | 900 S. BRUSH ST | 328 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221329 | 900 S. BRUSH ST | 329 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221330 | 900 S. BRUSH ST | 330 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221331 | 900 S. BRUSH ST | 331 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221332 | 900 S. BRUSH ST | 332 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221333 | 900 S. BRUSH ST | 333 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221334 | 900 S. BRUSH ST | 334 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221335 | 900 S. BRUSH ST | 335 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221336 | 900 S. BRUSH ST | 336 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221337 | 900 S. BRUSH ST | 337 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221338 | 900 S. BRUSH ST | 338 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221339 | 900 S. BRUSH ST | 339 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221340 | 900 S. BRUSH ST | 340 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221341 | 900 S. BRUSH ST | 341 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221342 | 900 S. BRUSH ST | 342 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221343 | 900 S. BRUSH ST | 343 | Comprehensive Modernization | 2021-2026 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                 |     |                             |           |   |
|-----|--------|-----------------|-----|-----------------------------|-----------|---|
| 402 | 221344 | 900 S. BRUSH ST | 344 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221345 | 900 S. BRUSH ST | 345 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221346 | 900 S. BRUSH ST | 346 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221347 | 900 S. BRUSH ST | 347 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221348 | 900 S. BRUSH ST | 348 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221349 | 900 S. BRUSH ST | 349 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221350 | 900 S. BRUSH ST | 350 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221351 | 900 S. BRUSH ST | 351 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221352 | 900 S. BRUSH ST | 352 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221353 | 900 S. BRUSH ST | 353 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221354 | 900 S. BRUSH ST | 354 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221355 | 900 S. BRUSH ST | 355 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221356 | 900 S. BRUSH ST | 356 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221357 | 900 S. BRUSH ST | 357 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221358 | 900 S. BRUSH ST | 358 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221359 | 900 S. BRUSH ST | 359 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221360 | 900 S. BRUSH ST | 360 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221401 | 900 S. BRUSH ST | 401 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221402 | 900 S. BRUSH ST | 402 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221403 | 900 S. BRUSH ST | 403 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221404 | 900 S. BRUSH ST | 404 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221405 | 900 S. BRUSH ST | 405 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221406 | 900 S. BRUSH ST | 406 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221407 | 900 S. BRUSH ST | 407 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221408 | 900 S. BRUSH ST | 408 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221409 | 900 S. BRUSH ST | 409 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221410 | 900 S. BRUSH ST | 410 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221411 | 900 S. BRUSH ST | 411 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221412 | 900 S. BRUSH ST | 412 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221413 | 900 S. BRUSH ST | 413 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221414 | 900 S. BRUSH ST | 414 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221415 | 900 S. BRUSH ST | 415 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221416 | 900 S. BRUSH ST | 416 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221417 | 900 S. BRUSH ST | 417 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221418 | 900 S. BRUSH ST | 418 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221419 | 900 S. BRUSH ST | 419 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221420 | 900 S. BRUSH ST | 420 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221421 | 900 S. BRUSH ST | 421 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221422 | 900 S. BRUSH ST | 422 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221423 | 900 S. BRUSH ST | 423 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221424 | 900 S. BRUSH ST | 424 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221425 | 900 S. BRUSH ST | 425 | Comprehensive Modernization | 2021-2026 | 1 |
| 402 | 221426 | 900 S. BRUSH ST | 426 | Comprehensive Modernization | 2021-2026 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                 |     |                             |           |            |
|-----|--------|-----------------|-----|-----------------------------|-----------|------------|
| 402 | 221427 | 900 S. BRUSH ST | 427 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221428 | 900 S. BRUSH ST | 428 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221429 | 900 S. BRUSH ST | 429 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221430 | 900 S. BRUSH ST | 430 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221431 | 900 S. BRUSH ST | 431 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221432 | 900 S. BRUSH ST | 432 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221433 | 900 S. BRUSH ST | 433 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221434 | 900 S. BRUSH ST | 434 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221435 | 900 S. BRUSH ST | 435 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221436 | 900 S. BRUSH ST | 436 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221437 | 900 S. BRUSH ST | 437 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221438 | 900 S. BRUSH ST | 438 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221439 | 900 S. BRUSH ST | 439 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221440 | 900 S. BRUSH ST | 440 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221441 | 900 S. BRUSH ST | 441 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221442 | 900 S. BRUSH ST | 442 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221443 | 900 S. BRUSH ST | 443 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221444 | 900 S. BRUSH ST | 444 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221445 | 900 S. BRUSH ST | 445 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221446 | 900 S. BRUSH ST | 446 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221447 | 900 S. BRUSH ST | 447 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221448 | 900 S. BRUSH ST | 448 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221449 | 900 S. BRUSH ST | 449 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221450 | 900 S. BRUSH ST | 450 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221451 | 900 S. BRUSH ST | 451 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221452 | 900 S. BRUSH ST | 452 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221453 | 900 S. BRUSH ST | 453 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221454 | 900 S. BRUSH ST | 454 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221455 | 900 S. BRUSH ST | 455 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221456 | 900 S. BRUSH ST | 456 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221457 | 900 S. BRUSH ST | 457 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221458 | 900 S. BRUSH ST | 458 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221459 | 900 S. BRUSH ST | 459 | Comprehensive Modernization | 2021-2026 | 1          |
| 402 | 221460 | 900 S. BRUSH ST | 460 | Comprehensive Modernization | 2021-2026 | 1          |
|     |        |                 |     |                             |           | <b>220</b> |

| <b>Sartini Plaza Annex: Rental Assistance Demonstration (RAD) Program application submitted 2015 as part of the Portfolio RAD Application Group 1. CHAP received 2017 an extended by 12 months. Estimated Securing all Financing and Construction NTP Date: 2020-2023. Anticipated Completion: 2021-2026</b> |          |                |    |                             |                      |       |
|--|----------|----------------|----|-----------------------------|----------------------|-------|
| AMP No.  | Unit No. | Unit Address   |    | Scope of Work               | Estimated Completion | Count |
| 402  | 221001   | 5200 ALPINE PL | 01 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221002   | 5200 ALPINE PL | 02 | Comprehensive Modernization | 2021-2026            | 1     |
| 402  | 221003   | 5200 ALPINE PL | 03 | Comprehensive Modernization | 2021-2026            | 1     |



**Units with Approved Vacancies for Modernization**

|     |        |                |    |                             |           |           |
|-----|--------|----------------|----|-----------------------------|-----------|-----------|
| 402 | 221004 | 5200 ALPINE PL | 04 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221005 | 5200 ALPINE PL | 05 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221006 | 5200 ALPINE PL | 06 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221007 | 5200 ALPINE PL | 07 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221008 | 5200 ALPINE PL | 08 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221009 | 5200 ALPINE PL | 09 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221010 | 5200 ALPINE PL | 10 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221011 | 5200 ALPINE PL | 11 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221012 | 5200 ALPINE PL | 12 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221013 | 5200 ALPINE PL | 13 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221014 | 5200 ALPINE PL | 14 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221015 | 5200 ALPINE PL | 15 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221016 | 5200 ALPINE PL | 16 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221017 | 5200 ALPINE PL | 17 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221018 | 5200 ALPINE PL | 18 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221019 | 5200 ALPINE PL | 19 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221020 | 5200 ALPINE PL | 20 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221021 | 5200 ALPINE PL | 21 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221022 | 5200 ALPINE PL | 22 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221023 | 5200 ALPINE PL | 23 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221024 | 5200 ALPINE PL | 24 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221025 | 5200 ALPINE PL | 25 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221026 | 5200 ALPINE PL | 26 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221027 | 5200 ALPINE PL | 27 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221028 | 5200 ALPINE PL | 28 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221029 | 5200 ALPINE PL | 29 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221030 | 5200 ALPINE PL | 30 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221031 | 5200 ALPINE PL | 31 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221032 | 5200 ALPINE PL | 32 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221033 | 5200 ALPINE PL | 33 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221034 | 5200 ALPINE PL | 34 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221035 | 5200 ALPINE PL | 35 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221036 | 5200 ALPINE PL | 36 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221037 | 5200 ALPINE PL | 37 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221038 | 5200 ALPINE PL | 38 | Comprehensive Modernization | 2021-2026 | 1         |
| 402 | 221039 | 5200 ALPINE PL | 39 | Comprehensive Modernization | 2021-2026 | 1         |
|     |        |                |    |                             |           | <b>39</b> |

| <b>Schaffer Heights: Rental Assistance Demonstration (RAD) Program application to be submitted 2019 as part of the Portfolio RAD Application Group 2. CHAP anticipated 2020. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029</b> |          |                   |    |                             |                      |       |
|---|----------|-------------------|----|-----------------------------|----------------------|-------|
| AMP No.   | Unit No. | Unit Address      |    | Scope of Work               | Estimated Completion | Count |
| 404   | 00SH1A   | 2901 SCHAFFER CIR | 1A | Comprehensive Modernization | 2023-2026            | 1     |
| 404   | 00SH1B   | 2901 SCHAFFER CIR | 1B | Comprehensive Modernization | 2023-2026            | 1     |

### Units with Approved Vacancies for Modernization

|     |        |                   |     |                             |           |   |
|-----|--------|-------------------|-----|-----------------------------|-----------|---|
| 404 | 00SH1C | 2901 SCHAFFER CIR | 1C  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH1D | 2901 SCHAFFER CIR | 1D  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH2A | 2901 SCHAFFER CIR | 2A  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH2B | 2901 SCHAFFER CIR | 2B  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH2C | 2901 SCHAFFER CIR | 2C  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH2D | 2901 SCHAFFER CIR | 2D  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH3A | 2901 SCHAFFER CIR | 3A  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH3B | 2901 SCHAFFER CIR | 3B  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH3C | 2901 SCHAFFER CIR | 3C  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH3D | 2901 SCHAFFER CIR | 3D  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH4A | 2901 SCHAFFER CIR | 4A  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH4B | 2901 SCHAFFER CIR | 4B  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH4C | 2901 SCHAFFER CIR | 4C  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH4D | 2901 SCHAFFER CIR | 4D  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH5A | 2901 SCHAFFER CIR | 5A  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH5B | 2901 SCHAFFER CIR | 5B  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH5C | 2901 SCHAFFER CIR | 5C  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH5D | 2901 SCHAFFER CIR | 5D  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH6A | 2901 SCHAFFER CIR | 6A  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH6B | 2901 SCHAFFER CIR | 6B  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH6C | 2901 SCHAFFER CIR | 6C  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH6D | 2901 SCHAFFER CIR | 6D  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH7A | 2901 SCHAFFER CIR | 7A  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH7B | 2901 SCHAFFER CIR | 7B  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH7C | 2901 SCHAFFER CIR | 7C  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH7D | 2901 SCHAFFER CIR | 7D  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH8A | 2901 SCHAFFER CIR | 8A  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH8B | 2901 SCHAFFER CIR | 8B  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH8C | 2901 SCHAFFER CIR | 8C  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH8D | 2901 SCHAFFER CIR | 8D  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH9A | 2901 SCHAFFER CIR | 9A  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH9B | 2901 SCHAFFER CIR | 9B  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH9C | 2901 SCHAFFER CIR | 9C  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00SH9D | 2901 SCHAFFER CIR | 9D  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 0SH10A | 2901 SCHAFFER CIR | 10A | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 0SH10B | 2901 SCHAFFER CIR | 10B | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 0SH10C | 2901 SCHAFFER CIR | 10C | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 0SH10D | 2901 SCHAFFER CIR | 10D | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 0SH11A | 2901 SCHAFFER CIR | 11A | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 0SH11B | 2901 SCHAFFER CIR | 11B | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 0SH11C | 2901 SCHAFFER CIR | 11C | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 0SH11D | 2901 SCHAFFER CIR | 11D | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 0SH12A | 2901 SCHAFFER CIR | 12A | Comprehensive Modernization | 2023-2026 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                   |     |                             |           |           |
|-----|--------|-------------------|-----|-----------------------------|-----------|-----------|
| 404 | 0SH12B | 2901 SCHAFFER CIR | 12B | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH12C | 2901 SCHAFFER CIR | 12C | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH12D | 2901 SCHAFFER CIR | 12D | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH13A | 2901 SCHAFFER CIR | 13A | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH13B | 2901 SCHAFFER CIR | 13B | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH13C | 2901 SCHAFFER CIR | 13C | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH13D | 2901 SCHAFFER CIR | 13D | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH14A | 2901 SCHAFFER CIR | 14A | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH14B | 2901 SCHAFFER CIR | 14B | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH14C | 2901 SCHAFFER CIR | 14C | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH15A | 2901 SCHAFFER CIR | 15A | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH15B | 2901 SCHAFFER CIR | 15B | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH15C | 2901 SCHAFFER CIR | 15C | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH15D | 2901 SCHAFFER CIR | 15D | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH16A | 2901 SCHAFFER CIR | 16A | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH16B | 2901 SCHAFFER CIR | 16B | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH16C | 2901 SCHAFFER CIR | 16C | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH16D | 2901 SCHAFFER CIR | 16D | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH17A | 2901 SCHAFFER CIR | 17A | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH17B | 2901 SCHAFFER CIR | 17B | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH17C | 2901 SCHAFFER CIR | 17C | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH17D | 2901 SCHAFFER CIR | 17D | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH18A | 2901 SCHAFFER CIR | 18A | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH18B | 2901 SCHAFFER CIR | 18B | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH18C | 2901 SCHAFFER CIR | 18C | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH18D | 2901 SCHAFFER CIR | 18D | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH19A | 2901 SCHAFFER CIR | 19A | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH19B | 2901 SCHAFFER CIR | 19B | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH19C | 2901 SCHAFFER CIR | 19C | Comprehensive Modernization | 2023-2026 | 1         |
| 404 | 0SH19D | 2901 SCHAFFER CIR | 19D | Comprehensive Modernization | 2023-2026 | 1         |
|     |        |                   |     |                             |           | <b>75</b> |

**Aida Brents: Rental Assistance Demonstration (RAD) Program application to be submitted 2019 as part of the Portfolio RAD Application Group 2. CHAP anticipated 2020. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029**

| AMP No. | Unit No. | Unit Address     |   | Scope of Work               | Estimated Completion | Count |
|---------|----------|------------------|---|-----------------------------|----------------------|-------|
| 403     | 224001   | 2120 VEGAS DRIVE | 1 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 224002   | 2120 VEGAS DRIVE | 2 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 224003   | 2120 VEGAS DRIVE | 3 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 224004   | 2120 VEGAS DRIVE | 4 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 224005   | 2120 VEGAS DRIVE | 5 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 224006   | 2120 VEGAS DRIVE | 6 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 224007   | 2120 VEGAS DRIVE | 7 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 224008   | 2120 VEGAS DRIVE | 8 | Comprehensive Modernization | 2023-2026            | 1     |

**Units with Approved Vacancies for Modernization**

|     |        |                  |    |                             |           |   |
|-----|--------|------------------|----|-----------------------------|-----------|---|
| 403 | 224009 | 2120 VEGAS DRIVE | 9  | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224010 | 2120 VEGAS DRIVE | 10 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224011 | 2120 VEGAS DRIVE | 11 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224012 | 2120 VEGAS DRIVE | 12 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224013 | 2120 VEGAS DRIVE | 13 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224014 | 2120 VEGAS DRIVE | 14 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224015 | 2120 VEGAS DRIVE | 15 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224016 | 2120 VEGAS DRIVE | 16 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224017 | 2120 VEGAS DRIVE | 17 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224018 | 2120 VEGAS DRIVE | 18 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224019 | 2120 VEGAS DRIVE | 19 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224020 | 2120 VEGAS DRIVE | 20 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224021 | 2120 VEGAS DRIVE | 21 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224022 | 2120 VEGAS DRIVE | 22 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224023 | 2120 VEGAS DRIVE | 23 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 224024 | 2120 VEGAS DRIVE | 24 | Comprehensive Modernization | 2023-2026 | 1 |

**24**

**Harry Levy Gardens: Rental Assistance Demonstration (RAD) Program application to be submitted 2019 as part of the Portfolio RAD Application Group 2. CHAP anticipated 2020. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029**

| AMP No. | Unit No. | Unit Address       |     | Scope of Work               | Estimated Completion | Count |
|---------|----------|--------------------|-----|-----------------------------|----------------------|-------|
| 403     | 208346   | 2525 W. WASHINGTON | 101 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208347   | 2525 W. WASHINGTON | 102 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208348   | 2525 W. WASHINGTON | 103 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208349   | 2525 W. WASHINGTON | 104 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208350   | 2525 W. WASHINGTON | 105 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208351   | 2525 W. WASHINGTON | 106 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208352   | 2525 W. WASHINGTON | 107 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208353   | 2525 W. WASHINGTON | 108 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208354   | 2525 W. WASHINGTON | 109 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208355   | 2525 W. WASHINGTON | 110 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208356   | 2525 W. WASHINGTON | 111 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208357   | 2525 W. WASHINGTON | 112 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208358   | 2525 W. WASHINGTON | 113 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208359   | 2525 W. WASHINGTON | 114 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208360   | 2525 W. WASHINGTON | 115 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208361   | 2525 W. WASHINGTON | 116 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208362   | 2525 W. WASHINGTON | 117 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208363   | 2525 W. WASHINGTON | 118 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208364   | 2525 W. WASHINGTON | 119 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208365   | 2525 W. WASHINGTON | 120 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208366   | 2525 W. WASHINGTON | 121 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208367   | 2525 W. WASHINGTON | 122 | Comprehensive Modernization | 2023-2026            | 1     |
| 403     | 208368   | 2525 W. WASHINGTON | 123 | Comprehensive Modernization | 2023-2026            | 1     |

**Units with Approved Vacancies for Modernization**

|     |        |                    |     |                             |           |   |
|-----|--------|--------------------|-----|-----------------------------|-----------|---|
| 403 | 208369 | 2525 W. WASHINGTON | 124 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208370 | 2525 W. WASHINGTON | 125 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208371 | 2525 W. WASHINGTON | 126 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208372 | 2525 W. WASHINGTON | 127 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208373 | 2525 W. WASHINGTON | 128 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208374 | 2525 W. WASHINGTON | 129 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208375 | 2525 W. WASHINGTON | 130 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208376 | 2525 W. WASHINGTON | 131 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208377 | 2525 W. WASHINGTON | 132 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208378 | 2525 W. WASHINGTON | 133 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208379 | 2525 W. WASHINGTON | 134 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208380 | 2525 W. WASHINGTON | 135 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208381 | 2525 W. WASHINGTON | 136 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208382 | 2525 W. WASHINGTON | 137 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208383 | 2525 W. WASHINGTON | 138 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208384 | 2525 W. WASHINGTON | 139 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208385 | 2525 W. WASHINGTON | 140 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208386 | 2525 W. WASHINGTON | 141 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208387 | 2525 W. WASHINGTON | 142 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208388 | 2525 W. WASHINGTON | 143 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208389 | 2525 W. WASHINGTON | 144 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208390 | 2525 W. WASHINGTON | 145 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208391 | 2525 W. WASHINGTON | 146 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208392 | 2525 W. WASHINGTON | 201 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208393 | 2525 W. WASHINGTON | 202 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208394 | 2525 W. WASHINGTON | 203 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208395 | 2525 W. WASHINGTON | 204 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208396 | 2525 W. WASHINGTON | 205 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208397 | 2525 W. WASHINGTON | 206 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208398 | 2525 W. WASHINGTON | 207 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208399 | 2525 W. WASHINGTON | 208 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208400 | 2525 W. WASHINGTON | 209 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208401 | 2525 W. WASHINGTON | 210 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208402 | 2525 W. WASHINGTON | 211 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208403 | 2525 W. WASHINGTON | 212 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208404 | 2525 W. WASHINGTON | 213 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208405 | 2525 W. WASHINGTON | 214 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208406 | 2525 W. WASHINGTON | 215 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208407 | 2525 W. WASHINGTON | 216 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208408 | 2525 W. WASHINGTON | 217 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208409 | 2525 W. WASHINGTON | 218 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208410 | 2525 W. WASHINGTON | 219 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208411 | 2525 W. WASHINGTON | 220 | Comprehensive Modernization | 2023-2026 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                    |     |                             |           |   |
|-----|--------|--------------------|-----|-----------------------------|-----------|---|
| 403 | 208412 | 2525 W. WASHINGTON | 221 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208413 | 2525 W. WASHINGTON | 222 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208414 | 2525 W. WASHINGTON | 223 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208415 | 2525 W. WASHINGTON | 224 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208416 | 2525 W. WASHINGTON | 225 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208417 | 2525 W. WASHINGTON | 226 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208418 | 2525 W. WASHINGTON | 227 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208419 | 2525 W. WASHINGTON | 228 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208420 | 2525 W. WASHINGTON | 229 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208421 | 2525 W. WASHINGTON | 230 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208422 | 2525 W. WASHINGTON | 231 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208423 | 2525 W. WASHINGTON | 232 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208424 | 2525 W. WASHINGTON | 233 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208425 | 2525 W. WASHINGTON | 234 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208426 | 2525 W. WASHINGTON | 235 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208427 | 2525 W. WASHINGTON | 236 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208428 | 2525 W. WASHINGTON | 237 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208429 | 2525 W. WASHINGTON | 238 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208430 | 2525 W. WASHINGTON | 239 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208431 | 2525 W. WASHINGTON | 240 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208432 | 2525 W. WASHINGTON | 241 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208433 | 2525 W. WASHINGTON | 242 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208434 | 2525 W. WASHINGTON | 243 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208435 | 2525 W. WASHINGTON | 244 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208436 | 2525 W. WASHINGTON | 245 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208437 | 2525 W. WASHINGTON | 246 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208438 | 2525 W. WASHINGTON | 247 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208439 | 2525 W. WASHINGTON | 248 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208440 | 2525 W. WASHINGTON | 249 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208441 | 2525 W. WASHINGTON | 250 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208442 | 2525 W. WASHINGTON | 251 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208443 | 2525 W. WASHINGTON | 252 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208444 | 2525 W. WASHINGTON | 301 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208445 | 2525 W. WASHINGTON | 302 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208446 | 2525 W. WASHINGTON | 303 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208447 | 2525 W. WASHINGTON | 304 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208448 | 2525 W. WASHINGTON | 305 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208449 | 2525 W. WASHINGTON | 306 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208450 | 2525 W. WASHINGTON | 307 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208451 | 2525 W. WASHINGTON | 308 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208452 | 2525 W. WASHINGTON | 309 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208453 | 2525 W. WASHINGTON | 310 | Comprehensive Modernization | 2023-2026 | 1 |
| 403 | 208454 | 2525 W. WASHINGTON | 311 | Comprehensive Modernization | 2023-2026 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                    |     |                             |           |            |
|-----|--------|--------------------|-----|-----------------------------|-----------|------------|
| 403 | 208455 | 2525 W. WASHINGTON | 312 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208456 | 2525 W. WASHINGTON | 313 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208457 | 2525 W. WASHINGTON | 314 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208458 | 2525 W. WASHINGTON | 315 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208459 | 2525 W. WASHINGTON | 316 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208460 | 2525 W. WASHINGTON | 317 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208461 | 2525 W. WASHINGTON | 318 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208462 | 2525 W. WASHINGTON | 319 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208463 | 2525 W. WASHINGTON | 320 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208464 | 2525 W. WASHINGTON | 321 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208465 | 2525 W. WASHINGTON | 322 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208466 | 2525 W. WASHINGTON | 323 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208467 | 2525 W. WASHINGTON | 324 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208468 | 2525 W. WASHINGTON | 325 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208469 | 2525 W. WASHINGTON | 326 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208470 | 2525 W. WASHINGTON | 327 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208471 | 2525 W. WASHINGTON | 328 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208472 | 2525 W. WASHINGTON | 329 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208473 | 2525 W. WASHINGTON | 330 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208474 | 2525 W. WASHINGTON | 331 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208475 | 2525 W. WASHINGTON | 332 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208476 | 2525 W. WASHINGTON | 333 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208477 | 2525 W. WASHINGTON | 334 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208478 | 2525 W. WASHINGTON | 335 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208479 | 2525 W. WASHINGTON | 336 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208480 | 2525 W. WASHINGTON | 337 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208481 | 2525 W. WASHINGTON | 338 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208482 | 2525 W. WASHINGTON | 339 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208483 | 2525 W. WASHINGTON | 340 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208484 | 2525 W. WASHINGTON | 341 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208485 | 2525 W. WASHINGTON | 342 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208486 | 2525 W. WASHINGTON | 343 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208487 | 2525 W. WASHINGTON | 344 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208488 | 2525 W. WASHINGTON | 345 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208489 | 2525 W. WASHINGTON | 346 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208490 | 2525 W. WASHINGTON | 347 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208491 | 2525 W. WASHINGTON | 348 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208492 | 2525 W. WASHINGTON | 349 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208493 | 2525 W. WASHINGTON | 350 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208494 | 2525 W. WASHINGTON | 351 | Comprehensive Modernization | 2023-2026 | 1          |
| 403 | 208495 | 2525 W. WASHINGTON | 352 | Comprehensive Modernization | 2023-2026 | 1          |
|     |        |                    |     |                             |           | <b>150</b> |

### Units with Approved Vacancies for Modernization

**James Down Towers:** Rental Assistance Demonstration (RAD) Program application to be submitted 2019 as part of the Portfolio RAD Application Group 2. CHAP anticipated 2020. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029 CHAP approved for RAD Conversion November 2022. **Anticipated Completion - December 2024**

| AMP No. | Unit No. | Unit Address           | Scope of Work               | Estimated Completion | Count |
|---------|----------|------------------------|-----------------------------|----------------------|-------|
| 402     | -212496  | -5000 W. ALTA DR. -101 | Comprehensive Modernization | 07/2024              | ±     |
| 402     | -212497  | -5000 W. ALTA DR. -102 | Comprehensive Modernization |                      | ±     |
| 402     | -212498  | -5000 W. ALTA DR. -103 | Comprehensive Modernization |                      | ±     |
| 402     | -212499  | -5000 W. ALTA DR. -104 | Comprehensive Modernization |                      | ±     |
| 402     | -212500  | -5000 W. ALTA DR. -105 | Comprehensive Modernization |                      | ±     |
| 402     | -212501  | -5000 W. ALTA DR. -106 | Comprehensive Modernization |                      | ±     |
| 402     | -212502  | -5000 W. ALTA DR. -107 | Comprehensive Modernization |                      | ±     |
| 402     | -212503  | -5000 W. ALTA DR. -108 | Comprehensive Modernization |                      | ±     |
| 402     | -212504  | -5000 W. ALTA DR. -109 | Comprehensive Modernization |                      | ±     |
| 402     | -212505  | -5000 W. ALTA DR. -110 | Comprehensive Modernization |                      | ±     |
| 402     | -212506  | -5000 W. ALTA DR. -111 | Comprehensive Modernization |                      | ±     |
| 402     | -212507  | -5000 W. ALTA DR. -112 | Comprehensive Modernization |                      | ±     |
| 402     | -212508  | -5000 W. ALTA DR. -113 | Comprehensive Modernization |                      | ±     |
| 402     | -212509  | -5000 W. ALTA DR. -114 | Comprehensive Modernization |                      | ±     |
| 402     | -212510  | -5000 W. ALTA DR. -115 | Comprehensive Modernization |                      | ±     |
| 402     | -212511  | -5000 W. ALTA DR. -116 | Comprehensive Modernization |                      | ±     |
| 402     | -212512  | -5000 W. ALTA DR. -117 | Comprehensive Modernization |                      | ±     |
| 402     | -212513  | -5000 W. ALTA DR. -118 | Comprehensive Modernization | ±                    |       |
| 402     | -212514  | -5000 W. ALTA DR. -119 | Comprehensive Modernization | ±                    |       |
| 402     | -212515  | -5000 W. ALTA DR. -120 | Comprehensive Modernization | ±                    |       |
| 402     | -212516  | -5000 W. ALTA DR. -121 | Comprehensive Modernization | 07/2024              | ±     |
| 402     | -212517  | -5000 W. ALTA DR. -122 | Comprehensive Modernization |                      | ±     |
| 402     | -212518  | -5000 W. ALTA DR. -123 | Comprehensive Modernization |                      | ±     |
| 402     | -212519  | -5000 W. ALTA DR. -124 | Comprehensive Modernization |                      | ±     |
| 402     | -212520  | -5000 W. ALTA DR. -125 | Comprehensive Modernization |                      | ±     |
| 402     | -212521  | -5000 W. ALTA DR. -126 | Comprehensive Modernization |                      | ±     |
| 402     | -212522  | -5000 W. ALTA DR. -127 | Comprehensive Modernization |                      | ±     |
| 402     | -212523  | -5000 W. ALTA DR. -128 | Comprehensive Modernization | ±                    |       |
| 402     | -212524  | -5000 W. ALTA DR. -129 | Comprehensive Modernization | ±                    |       |
| 402     | -212525  | -5000 W. ALTA DR. -130 | Comprehensive Modernization | ±                    |       |
| 402     | -212526  | -5000 W. ALTA DR. -131 | Comprehensive Modernization | ±                    |       |
| 402     | -212527  | -5000 W. ALTA DR. -132 | Comprehensive Modernization | ±                    |       |
| 402     | -212528  | -5000 W. ALTA DR. -133 | Comprehensive Modernization | ±                    |       |
| 402     | -212529  | -5000 W. ALTA DR. -134 | Comprehensive Modernization | ±                    |       |
| 402     | -212530  | -5000 W. ALTA DR. -135 | Comprehensive Modernization | 07/2024              | ±     |
| 402     | -212531  | -5000 W. ALTA DR. -136 | Comprehensive Modernization |                      | ±     |
| 402     | -212532  | -5000 W. ALTA DR. -137 | Comprehensive Modernization |                      | ±     |
| 402     | -212533  | -5000 W. ALTA DR. -138 | Comprehensive Modernization |                      | ±     |
| 402     | -212534  | -5000 W. ALTA DR. -139 | Comprehensive Modernization |                      | ±     |
| 402     | -212535  | -5000 W. ALTA DR. -140 | Comprehensive Modernization | ±                    |       |



**Units with Approved Vacancies for Modernization**

|     |         |                   |      |                             |         |   |
|-----|---------|-------------------|------|-----------------------------|---------|---|
| 402 | -212536 | -5000 W. ALTA DR. | -141 | Comprehensive Modernization | 07/2024 | + |
| 402 | -212537 | -5000 W. ALTA DR. | -142 | Comprehensive Modernization |         | + |
| 402 | -212538 | -5000 W. ALTA DR. | -143 | Comprehensive Modernization |         | + |
| 402 | -212539 | -5000 W. ALTA DR. | -144 | Comprehensive Modernization |         | + |
| 402 | -212540 | -5000 W. ALTA DR. | -145 | Comprehensive Modernization |         | + |
| 402 | -212541 | -5000 W. ALTA DR. | -146 | Comprehensive Modernization |         | + |
| 402 | -212542 | -5000 W. ALTA DR. | -147 | Comprehensive Modernization |         | + |
| 402 | -212543 | -5000 W. ALTA DR. | -148 | Comprehensive Modernization |         | + |
| 402 | -212544 | -5000 W. ALTA DR. | -201 | Comprehensive Modernization |         | + |
| 402 | -212545 | -5000 W. ALTA DR. | -202 | Comprehensive Modernization |         | + |
| 402 | -212546 | -5000 W. ALTA DR. | -203 | Comprehensive Modernization |         | + |
| 402 | -212547 | -5000 W. ALTA DR. | -204 | Comprehensive Modernization |         | + |
| 402 | -212548 | -5000 W. ALTA DR. | -205 | Comprehensive Modernization |         | + |
| 402 | -212549 | -5000 W. ALTA DR. | -206 | Comprehensive Modernization |         | + |
| 402 | -212550 | -5000 W. ALTA DR. | -207 | Comprehensive Modernization |         | + |
| 402 | -212551 | -5000 W. ALTA DR. | -208 | Comprehensive Modernization |         | + |
| 402 | -212552 | -5000 W. ALTA DR. | -209 | Comprehensive Modernization |         | + |
| 402 | -212553 | -5000 W. ALTA DR. | -210 | Comprehensive Modernization | 07/2024 | + |
| 402 | -212554 | -5000 W. ALTA DR. | -211 | Comprehensive Modernization |         | + |
| 402 | -212555 | -5000 W. ALTA DR. | -212 | Comprehensive Modernization |         | + |
| 402 | -212556 | -5000 W. ALTA DR. | -213 | Comprehensive Modernization |         | + |
| 402 | -212557 | -5000 W. ALTA DR. | -214 | Comprehensive Modernization |         | + |
| 402 | -212558 | -5000 W. ALTA DR. | -215 | Comprehensive Modernization |         | + |
| 402 | -212559 | -5000 W. ALTA DR. | -216 | Comprehensive Modernization |         | + |
| 402 | -212560 | -5000 W. ALTA DR. | -217 | Comprehensive Modernization |         | + |
| 402 | -212561 | -5000 W. ALTA DR. | -218 | Comprehensive Modernization |         | + |
| 402 | -212562 | -5000 W. ALTA DR. | -219 | Comprehensive Modernization |         | + |
| 402 | -212563 | -5000 W. ALTA DR. | -220 | Comprehensive Modernization |         | + |
| 402 | -212564 | -5000 W. ALTA DR. | -221 | Comprehensive Modernization |         | + |
| 402 | -212565 | -5000 W. ALTA DR. | -222 | Comprehensive Modernization |         | + |
| 402 | -212566 | -5000 W. ALTA DR. | -223 | Comprehensive Modernization |         | + |
| 402 | -212567 | -5000 W. ALTA DR. | -224 | Comprehensive Modernization |         | + |
| 402 | -212568 | -5000 W. ALTA DR. | -225 | Comprehensive Modernization |         | + |
| 402 | -212569 | -5000 W. ALTA DR. | -226 | Comprehensive Modernization |         | + |
| 402 | -212570 | -5000 W. ALTA DR. | -227 | Comprehensive Modernization | +       |   |
| 402 | -212571 | -5000 W. ALTA DR. | -228 | Comprehensive Modernization | 07/2024 | + |
| 402 | -212572 | -5000 W. ALTA DR. | -229 | Comprehensive Modernization |         | + |
| 402 | -212573 | -5000 W. ALTA DR. | -230 | Comprehensive Modernization |         | + |
| 402 | -212574 | -5000 W. ALTA DR. | -231 | Comprehensive Modernization |         | + |
| 402 | -212575 | -5000 W. ALTA DR. | -232 | Comprehensive Modernization |         | + |
| 402 | -212576 | -5000 W. ALTA DR. | -233 | Comprehensive Modernization |         | + |
| 402 | -212577 | -5000 W. ALTA DR. | -234 | Comprehensive Modernization |         | + |
| 402 | -212578 | -5000 W. ALTA DR. | -235 | Comprehensive Modernization | +       |   |

**Units with Approved Vacancies for Modernization**

|     |         |                   |      |                             |         |   |
|-----|---------|-------------------|------|-----------------------------|---------|---|
| 402 | -212579 | -5000 W. ALTA DR. | -236 | Comprehensive Modernization | 07/2024 | + |
| 402 | -212580 | -5000 W. ALTA DR. | -237 | Comprehensive Modernization |         | + |
| 402 | -212581 | -5000 W. ALTA DR. | -238 | Comprehensive Modernization |         | + |
| 402 | -212582 | -5000 W. ALTA DR. | -239 | Comprehensive Modernization |         | + |
| 402 | -212583 | -5000 W. ALTA DR. | -240 | Comprehensive Modernization |         | + |
| 402 | -212584 | -5000 W. ALTA DR. | -241 | Comprehensive Modernization |         | + |
| 402 | -212585 | -5000 W. ALTA DR. | -242 | Comprehensive Modernization |         | + |
| 402 | -212586 | -5000 W. ALTA DR. | -243 | Comprehensive Modernization |         | + |
| 402 | -212587 | -5000 W. ALTA DR. | -244 | Comprehensive Modernization |         | + |
| 402 | -212588 | -5000 W. ALTA DR. | -245 | Comprehensive Modernization |         | + |
| 402 | -212589 | -5000 W. ALTA DR. | -246 | Comprehensive Modernization |         | + |
| 402 | -212590 | -5000 W. ALTA DR. | -247 | Comprehensive Modernization |         | + |
| 402 | -212591 | -5000 W. ALTA DR. | -248 | Comprehensive Modernization |         | + |
| 402 | -212592 | -5000 W. ALTA DR. | -249 | Comprehensive Modernization |         | + |
| 402 | -212593 | -5000 W. ALTA DR. | -250 | Comprehensive Modernization |         | + |
| 402 | -212594 | -5000 W. ALTA DR. | -251 | Comprehensive Modernization |         | + |
| 402 | -212595 | -5000 W. ALTA DR. | -252 | Comprehensive Modernization |         | + |
| 402 | -212596 | -5000 W. ALTA DR. | -301 | Comprehensive Modernization |         | + |
| 402 | -212597 | -5000 W. ALTA DR. | -302 | Comprehensive Modernization |         | + |
| 402 | -212598 | -5000 W. ALTA DR. | -303 | Comprehensive Modernization |         | + |
| 402 | -212599 | -5000 W. ALTA DR. | -304 | Comprehensive Modernization | +       |   |
| 402 | -212600 | -5000 W. ALTA DR. | -305 | Comprehensive Modernization | +       |   |
| 402 | -212601 | -5000 W. ALTA DR. | -306 | Comprehensive Modernization | +       |   |
| 402 | -212602 | -5000 W. ALTA DR. | -307 | Comprehensive Modernization | +       |   |
| 402 | -212603 | -5000 W. ALTA DR. | -308 | Comprehensive Modernization | 07/2024 | + |
| 402 | -212604 | -5000 W. ALTA DR. | -309 | Comprehensive Modernization |         | + |
| 402 | -212605 | -5000 W. ALTA DR. | -310 | Comprehensive Modernization |         | + |
| 402 | -212606 | -5000 W. ALTA DR. | -311 | Comprehensive Modernization |         | + |
| 402 | -212607 | -5000 W. ALTA DR. | -312 | Comprehensive Modernization |         | + |
| 402 | -212608 | -5000 W. ALTA DR. | -313 | Comprehensive Modernization |         | + |
| 402 | -212609 | -5000 W. ALTA DR. | -314 | Comprehensive Modernization |         | + |
| 402 | -212610 | -5000 W. ALTA DR. | -315 | Comprehensive Modernization |         | + |
| 402 | -212611 | -5000 W. ALTA DR. | -316 | Comprehensive Modernization |         | + |
| 402 | -212612 | -5000 W. ALTA DR. | -317 | Comprehensive Modernization |         | + |
| 402 | -212613 | -5000 W. ALTA DR. | -318 | Comprehensive Modernization | +       |   |
| 402 | -212614 | -5000 W. ALTA DR. | -319 | Comprehensive Modernization | +       |   |
| 402 | -212615 | -5000 W. ALTA DR. | -320 | Comprehensive Modernization | 07/2024 | + |
| 402 | -212616 | -5000 W. ALTA DR. | -321 | Comprehensive Modernization |         | + |
| 402 | -212617 | -5000 W. ALTA DR. | -322 | Comprehensive Modernization |         | + |
| 402 | -212618 | -5000 W. ALTA DR. | -323 | Comprehensive Modernization |         | + |
| 402 | -212619 | -5000 W. ALTA DR. | -324 | Comprehensive Modernization |         | + |
| 402 | -212620 | -5000 W. ALTA DR. | -325 | Comprehensive Modernization |         | + |
| 402 | -212621 | -5000 W. ALTA DR. | -326 | Comprehensive Modernization |         | + |

**Units with Approved Vacancies for Modernization**

|     |         |                   |      |                             |         |   |
|-----|---------|-------------------|------|-----------------------------|---------|---|
| 402 | -212622 | -5000 W. ALTA DR. | -327 | Comprehensive Modernization | 07/2024 | + |
| 402 | -212623 | -5000 W. ALTA DR. | -328 | Comprehensive Modernization |         | + |
| 402 | -212624 | -5000 W. ALTA DR. | -329 | Comprehensive Modernization |         | + |
| 402 | -212625 | -5000 W. ALTA DR. | -330 | Comprehensive Modernization |         | + |
| 402 | -212626 | -5000 W. ALTA DR. | -331 | Comprehensive Modernization |         | + |
| 402 | -212627 | -5000 W. ALTA DR. | -332 | Comprehensive Modernization |         | + |
| 402 | -212628 | -5000 W. ALTA DR. | -333 | Comprehensive Modernization |         | + |
| 402 | -212629 | -5000 W. ALTA DR. | -334 | Comprehensive Modernization |         | + |
| 402 | -212630 | -5000 W. ALTA DR. | -335 | Comprehensive Modernization |         | + |
| 402 | -212631 | -5000 W. ALTA DR. | -336 | Comprehensive Modernization |         | + |
| 402 | -212632 | -5000 W. ALTA DR. | -337 | Comprehensive Modernization |         | + |
| 402 | -212633 | -5000 W. ALTA DR. | -338 | Comprehensive Modernization |         | + |
| 402 | -212634 | -5000 W. ALTA DR. | -339 | Comprehensive Modernization |         | + |
| 402 | -212635 | -5000 W. ALTA DR. | -340 | Comprehensive Modernization |         | + |
| 402 | -212636 | -5000 W. ALTA DR. | -341 | Comprehensive Modernization |         | + |
| 402 | -212637 | -5000 W. ALTA DR. | -342 | Comprehensive Modernization |         | + |
| 402 | -212638 | -5000 W. ALTA DR. | -343 | Comprehensive Modernization |         | + |
| 402 | -212639 | -5000 W. ALTA DR. | -344 | Comprehensive Modernization | +       |   |
| 402 | -212640 | -5000 W. ALTA DR. | -345 | Comprehensive Modernization | +       |   |
| 402 | -212641 | -5000 W. ALTA DR. | -346 | Comprehensive Modernization | +       |   |
| 402 | -212642 | -5000 W. ALTA DR. | -347 | Comprehensive Modernization | +       |   |
| 402 | -212643 | -5000 W. ALTA DR. | -348 | Comprehensive Modernization | 07/2024 | + |
| 402 | -212644 | -5000 W. ALTA DR. | -349 | Comprehensive Modernization |         | + |
| 402 | -212645 | -5000 W. ALTA DR. | -350 | Comprehensive Modernization |         | + |
| 402 | -212646 | -5000 W. ALTA DR. | -351 | Comprehensive Modernization |         | + |
| 402 | -212647 | -5000 W. ALTA DR. | -352 | Comprehensive Modernization |         | + |
| 402 | -212648 | -5000 W. ALTA DR. | -401 | Comprehensive Modernization |         | + |
| 402 | -212649 | -5000 W. ALTA DR. | -402 | Comprehensive Modernization |         | + |
| 402 | -212650 | -5000 W. ALTA DR. | -403 | Comprehensive Modernization |         | + |
| 402 | -212651 | -5000 W. ALTA DR. | -404 | Comprehensive Modernization |         | + |
| 402 | -212652 | -5000 W. ALTA DR. | -405 | Comprehensive Modernization |         | + |
| 402 | -212653 | -5000 W. ALTA DR. | -406 | Comprehensive Modernization | +       |   |
| 402 | -212654 | -5000 W. ALTA DR. | -407 | Comprehensive Modernization | +       |   |
| 402 | -212655 | -5000 W. ALTA DR. | -408 | Comprehensive Modernization | +       |   |
| 402 | -212656 | -5000 W. ALTA DR. | -409 | Comprehensive Modernization | +       |   |
| 402 | -212657 | -5000 W. ALTA DR. | -410 | Comprehensive Modernization | +       |   |
| 402 | -212658 | -5000 W. ALTA DR. | -411 | Comprehensive Modernization | 07/2024 | + |
| 402 | -212659 | -5000 W. ALTA DR. | -412 | Comprehensive Modernization |         | + |
| 402 | -212660 | -5000 W. ALTA DR. | -413 | Comprehensive Modernization |         | + |
| 402 | -212661 | -5000 W. ALTA DR. | -414 | Comprehensive Modernization |         | + |
| 402 | -212662 | -5000 W. ALTA DR. | -415 | Comprehensive Modernization |         | + |
| 402 | -212663 | -5000 W. ALTA DR. | -416 | Comprehensive Modernization |         | + |
| 402 | -212664 | -5000 W. ALTA DR. | -417 | Comprehensive Modernization |         | + |

**Units with Approved Vacancies for Modernization**

|     |         |                   |      |                             |         |            |
|-----|---------|-------------------|------|-----------------------------|---------|------------|
| 402 | -212665 | -5000 W. ALTA DR. | -418 | Comprehensive Modernization | 07/2024 | +          |
| 402 | -212666 | -5000 W. ALTA DR. | -419 | Comprehensive Modernization |         | +          |
| 402 | -212667 | -5000 W. ALTA DR. | -420 | Comprehensive Modernization |         | +          |
| 402 | -212668 | -5000 W. ALTA DR. | -421 | Comprehensive Modernization |         | +          |
| 402 | -212669 | -5000 W. ALTA DR. | -422 | Comprehensive Modernization |         | +          |
| 402 | -212670 | -5000 W. ALTA DR. | -423 | Comprehensive Modernization |         | +          |
| 402 | -212671 | -5000 W. ALTA DR. | -424 | Comprehensive Modernization |         | +          |
| 402 | -212672 | -5000 W. ALTA DR. | -425 | Comprehensive Modernization |         | +          |
| 402 | -212673 | -5000 W. ALTA DR. | -426 | Comprehensive Modernization |         | +          |
| 402 | -212674 | -5000 W. ALTA DR. | -427 | Comprehensive Modernization |         | +          |
| 402 | -212675 | -5000 W. ALTA DR. | -428 | Comprehensive Modernization |         | +          |
| 402 | -212676 | -5000 W. ALTA DR. | -429 | Comprehensive Modernization |         | +          |
| 402 | -212677 | -5000 W. ALTA DR. | -430 | Comprehensive Modernization |         | +          |
| 402 | -212678 | -5000 W. ALTA DR. | -431 | Comprehensive Modernization |         | +          |
| 402 | -212679 | -5000 W. ALTA DR. | -432 | Comprehensive Modernization |         | +          |
| 402 | -212680 | -5000 W. ALTA DR. | -433 | Comprehensive Modernization |         | +          |
| 402 | -212681 | -5000 W. ALTA DR. | -434 | Comprehensive Modernization |         | +          |
| 402 | -212682 | -5000 W. ALTA DR. | -435 | Comprehensive Modernization |         | +          |
| 402 | -212683 | -5000 W. ALTA DR. | -436 | Comprehensive Modernization |         | +          |
| 402 | -212684 | -5000 W. ALTA DR. | -437 | Comprehensive Modernization |         | +          |
| 402 | -212685 | -5000 W. ALTA DR. | -438 | Comprehensive Modernization | +       |            |
| 402 | -212686 | -5000 W. ALTA DR. | -439 | Comprehensive Modernization | 07/2024 | +          |
| 402 | -212687 | -5000 W. ALTA DR. | -440 | Comprehensive Modernization | +       |            |
| 402 | -212688 | -5000 W. ALTA DR. | -441 | Comprehensive Modernization | +       |            |
| 402 | -212689 | -5000 W. ALTA DR. | -442 | Comprehensive Modernization | +       |            |
| 402 | -212690 | -5000 W. ALTA DR. | -443 | Comprehensive Modernization | +       |            |
| 402 | -212691 | -5000 W. ALTA DR. | -444 | Comprehensive Modernization | +       |            |
| 402 | -212692 | -5000 W. ALTA DR. | -445 | Comprehensive Modernization | +       |            |
| 402 | -212693 | -5000 W. ALTA DR. | -446 | Comprehensive Modernization | +       |            |
| 402 | -212694 | -5000 W. ALTA DR. | -447 | Comprehensive Modernization | +       |            |
| 402 | -212695 | -5000 W. ALTA DR. | -448 | Comprehensive Modernization | +       |            |
|     |         |                   |      |                             |         | <b>200</b> |

| <b>Hampton Court: Rental Assistance Demonstration (RAD) Program application to be submitted 2019 as part of the Portfolio RAD Application Group 2. CHAP anticipated 2020. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029</b> |          |                |    |                             |                      |       |
|--|----------|----------------|----|-----------------------------|----------------------|-------|
| AMP No.  | Unit No. | Unit Address   |    | Scope of Work               | Estimated Completion | Count |
| 404  | 00HC1A   | 1030 CENTER ST | 1A | Comprehensive Modernization | 2023-2026            | 1     |
| 404  | 00HC1B   | 1030 CENTER ST | 1B | Comprehensive Modernization | 2023-2026            | 1     |
| 404  | 00HC1C   | 1030 CENTER ST | 1C | Comprehensive Modernization | 2023-2026            | 1     |
| 404  | 00HC1D   | 1030 CENTER ST | 1D | Comprehensive Modernization | 2023-2026            | 1     |
| 404  | 00HC1E   | 1030 CENTER ST | 1E | Comprehensive Modernization | 2023-2026            | 1     |
| 404  | 00HC1F   | 1030 CENTER ST | 1F | Comprehensive Modernization | 2023-2026            | 1     |
| 404  | 00HC1G   | 1030 CENTER ST | 1G | Comprehensive Modernization | 2023-2026            | 1     |

**Units with Approved Vacancies for Modernization**

|     |        |                |    |                             |           |   |
|-----|--------|----------------|----|-----------------------------|-----------|---|
| 404 | 00HC1H | 1030 CENTER ST | 1H | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC1I | 1030 CENTER ST | 1I | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC1J | 1030 CENTER ST | 1J | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC2A | 1030 CENTER ST | 2A | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC2B | 1030 CENTER ST | 2B | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC2C | 1030 CENTER ST | 2C | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC2D | 1030 CENTER ST | 2D | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC2E | 1030 CENTER ST | 2E | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC2F | 1030 CENTER ST | 2F | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC2G | 1030 CENTER ST | 2G | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC2H | 1030 CENTER ST | 2H | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC2I | 1030 CENTER ST | 2I | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC2J | 1030 CENTER ST | 2J | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC3A | 1030 CENTER ST | 3A | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC3B | 1030 CENTER ST | 3B | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC3C | 1030 CENTER ST | 3C | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC3D | 1030 CENTER ST | 3D | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC3E | 1030 CENTER ST | 3E | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC3F | 1030 CENTER ST | 3F | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC3G | 1030 CENTER ST | 3G | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC3H | 1030 CENTER ST | 3H | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC3I | 1030 CENTER ST | 3I | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC3J | 1030 CENTER ST | 3J | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC4A | 1030 CENTER ST | 4A | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC4B | 1030 CENTER ST | 4B | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC4C | 1030 CENTER ST | 4C | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC4D | 1030 CENTER ST | 4D | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC4E | 1030 CENTER ST | 4E | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC4F | 1030 CENTER ST | 4F | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC4G | 1030 CENTER ST | 4G | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC4H | 1030 CENTER ST | 4H | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC4I | 1030 CENTER ST | 4I | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC4J | 1030 CENTER ST | 4J | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC5A | 1030 CENTER ST | 5A | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC5B | 1030 CENTER ST | 5B | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC5C | 1030 CENTER ST | 5C | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC5D | 1030 CENTER ST | 5D | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC5E | 1030 CENTER ST | 5E | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC5F | 1030 CENTER ST | 5F | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC5G | 1030 CENTER ST | 5G | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC5H | 1030 CENTER ST | 5H | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC5I | 1030 CENTER ST | 5I | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC5J | 1030 CENTER ST | 5J | Comprehensive Modernization | 2023-2026 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                |     |                             |           |   |
|-----|--------|----------------|-----|-----------------------------|-----------|---|
| 404 | 00HC6A | 1030 CENTER ST | 6A  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC6B | 1030 CENTER ST | 6B  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC6C | 1030 CENTER ST | 6C  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC6D | 1030 CENTER ST | 6D  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC6E | 1030 CENTER ST | 6E  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC6F | 1030 CENTER ST | 6F  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC6G | 1030 CENTER ST | 6G  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC6H | 1030 CENTER ST | 6H  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC6I | 1030 CENTER ST | 6I  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC6J | 1030 CENTER ST | 6J  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC7A | 1030 CENTER ST | 7A  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC7B | 1030 CENTER ST | 7B  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC7C | 1030 CENTER ST | 7C  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC7D | 1030 CENTER ST | 7D  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC7E | 1030 CENTER ST | 7E  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC7F | 1030 CENTER ST | 7F  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC7G | 1030 CENTER ST | 7G  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC7H | 1030 CENTER ST | 7H  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC7I | 1030 CENTER ST | 7I  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC7J | 1030 CENTER ST | 7J  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC8A | 1030 CENTER ST | 8A  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC8B | 1030 CENTER ST | 8B  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC8C | 1030 CENTER ST | 8C  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC8D | 1030 CENTER ST | 8D  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC8E | 1030 CENTER ST | 8E  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC8F | 1030 CENTER ST | 8F  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC8G | 1030 CENTER ST | 8G  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC8H | 1030 CENTER ST | 8H  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC8I | 1030 CENTER ST | 8I  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC8J | 1030 CENTER ST | 8J  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC9A | 1030 CENTER ST | 9A  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC9B | 1030 CENTER ST | 9B  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC9C | 1030 CENTER ST | 9C  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC9D | 1030 CENTER ST | 9D  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC9E | 1030 CENTER ST | 9E  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC9F | 1030 CENTER ST | 9F  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC9G | 1030 CENTER ST | 9G  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC9H | 1030 CENTER ST | 9H  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC9I | 1030 CENTER ST | 9I  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 00HC9J | 1030 CENTER ST | 9J  | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 0HC10A | 1030 CENTER ST | 10A | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 0HC10B | 1030 CENTER ST | 10B | Comprehensive Modernization | 2023-2026 | 1 |
| 404 | 0HC10C | 1030 CENTER ST | 10C | Comprehensive Modernization | 2023-2026 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                |     |                             |           |            |
|-----|--------|----------------|-----|-----------------------------|-----------|------------|
| 404 | 0HC10D | 1030 CENTER ST | 10D | Comprehensive Modernization | 2023-2026 | 1          |
| 404 | 0HC10E | 1030 CENTER ST | 10E | Comprehensive Modernization | 2023-2026 | 1          |
| 404 | 0HC10F | 1030 CENTER ST | 10F | Comprehensive Modernization | 2023-2026 | 1          |
| 404 | 0HC10G | 1030 CENTER ST | 10G | Comprehensive Modernization | 2023-2026 | 1          |
| 404 | 0HC10H | 1030 CENTER ST | 10H | Comprehensive Modernization | 2023-2026 | 1          |
| 404 | 0HC10I | 1030 CENTER ST | 10I | Comprehensive Modernization | 2023-2026 | 1          |
| 404 | 0HC10J | 1030 CENTER ST | 10J | Comprehensive Modernization | 2023-2026 | 1          |
|     |        |                |     |                             |           | <b>100</b> |

**Simmons Manor: Rental Assistance Demonstration (RAD) Program application to be submitted 2019 as part of the Portfolio RAD Application Group 2. CHAP anticipated 2020. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029**

| AMP No. | Unit No. | Unit Address              | Scope of Work               | Estimated Completion | Count |
|---------|----------|---------------------------|-----------------------------|----------------------|-------|
| 406     | 0JS001   | 5385 AUSTIN JOHN COURT 1  | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS002   | 385 AUSTIN JOHN COURT 2   | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS003   | 5385 AUSTIN JOHN COURT 3  | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS004   | 5385 AUSTIN JOHN COURT 4  | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS005   | 5385 AUSTIN JOHN COURT 5  | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS006   | 5385 AUSTIN JOHN COURT 6  | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS007   | 5385 AUSTIN JOHN COURT 7  | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS008   | 5385 AUSTIN JOHN COURT 8  | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS009   | 5385 AUSTIN JOHN COURT 9  | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS010   | 5385 AUSTIN JOHN COURT 10 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS011   | 5385 AUSTIN JOHN COURT 11 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS012   | 5385 AUSTIN JOHN COURT 12 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS013   | 5385 AUSTIN JOHN COURT 13 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS014   | 5385 AUSTIN JOHN COURT 14 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS015   | 5385 AUSTIN JOHN COURT 15 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS016   | 5385 AUSTIN JOHN COURT 16 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS017   | 5385 AUSTIN JOHN COURT 17 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS018   | 5385 AUSTIN JOHN COURT 18 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS019   | 5385 AUSTIN JOHN COURT 19 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS020   | 5385 AUSTIN JOHN COURT 20 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS021   | 5385 AUSTIN JOHN COURT 21 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS022   | 5385 AUSTIN JOHN COURT 22 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS023   | 5385 AUSTIN JOHN COURT 23 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS024   | 5385 AUSTIN JOHN COURT 24 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS025   | 5385 AUSTIN JOHN COURT 25 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS026   | 5385 AUSTIN JOHN COURT 26 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS027   | 5385 AUSTIN JOHN COURT 27 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS028   | 5385 AUSTIN JOHN COURT 28 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS029   | 5385 AUSTIN JOHN COURT 29 | Comprehensive Modernization | 2023-2026            | 1     |
| 406     | 0JS030   | 5385 AUSTIN JOHN COURT 30 | Comprehensive Modernization | 2023-2026            | 1     |

**Units with Approved Vacancies for Modernization**

|     |        |                        |    |                             |           |           |
|-----|--------|------------------------|----|-----------------------------|-----------|-----------|
| 406 | OJS031 | 5385 AUSTIN JOHN COURT | 31 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS032 | 5385 AUSTIN JOHN COURT | 32 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS033 | 5385 AUSTIN JOHN COURT | 33 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS034 | 5385 AUSTIN JOHN COURT | 34 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS035 | 5385 AUSTIN JOHN COURT | 35 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS036 | 5385 AUSTIN JOHN COURT | 36 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS037 | 5385 AUSTIN JOHN COURT | 37 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS038 | 5385 AUSTIN JOHN COURT | 38 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS039 | 5385 AUSTIN JOHN COURT | 39 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS040 | 5385 AUSTIN JOHN COURT | 40 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS041 | 5385 AUSTIN JOHN COURT | 41 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS042 | 5385 AUSTIN JOHN COURT | 42 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS043 | 5385 AUSTIN JOHN COURT | 43 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS044 | 5385 AUSTIN JOHN COURT | 44 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS045 | 5385 AUSTIN JOHN COURT | 45 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS046 | 5385 AUSTIN JOHN COURT | 46 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS047 | 5385 AUSTIN JOHN COURT | 47 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS048 | 5385 AUSTIN JOHN COURT | 48 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS049 | 5385 AUSTIN JOHN COURT | 49 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS050 | 5385 AUSTIN JOHN COURT | 50 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS051 | 5385 AUSTIN JOHN COURT | 51 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS052 | 5385 AUSTIN JOHN COURT | 52 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS053 | 5385 AUSTIN JOHN COURT | 53 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS054 | 5385 AUSTIN JOHN COURT | 54 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS055 | 5385 AUSTIN JOHN COURT | 55 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS056 | 5385 AUSTIN JOHN COURT | 56 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS057 | 5385 AUSTIN JOHN COURT | 57 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS058 | 5385 AUSTIN JOHN COURT | 58 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS059 | 5385 AUSTIN JOHN COURT | 59 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS060 | 5385 AUSTIN JOHN COURT | 60 | Comprehensive Modernization | 2023-2026 | 1         |
| 406 | OJS061 | 5385 AUSTIN JOHN COURT | 61 | Comprehensive Modernization | 2023-2026 | 1         |
|     |        |                        |    |                             |           | <b>61</b> |

| <b>Sherman Gardens Annex: Rental Assistance Demonstration (RAD) Program application to be submitted 2019 as part of the Portfolio RAD Application Group 2. CHAP anticipated 2020. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029</b> |          |                   |                             |                      |       |
|--|----------|-------------------|-----------------------------|----------------------|-------|
| AMP No.  | Unit No. | Unit Address      | Scope of Work               | Estimated Completion | Count |
| 408  | 261536   | 1111 WEAVER DRIVE | Comprehensive Modernization | 2023-2026            | 1     |
| 408  | 261537   | 1109 WEAVER DRIVE | Comprehensive Modernization | 2023-2026            | 1     |
| 408  | 261538   | 1107 WEAVER DRIVE | Comprehensive Modernization | 2023-2026            | 1     |
| 408  | 261539   | 1105 WEAVER DRIVE | Comprehensive Modernization | 2023-2026            | 1     |
| 408  | 261540   | 1103 WEAVER DRIVE | Comprehensive Modernization | 2023-2026            | 1     |
| 408  | 261541   | 1101 WEAVER DRIVE | Comprehensive Modernization | 2023-2026            | 1     |



**Units with Approved Vacancies for Modernization**

|     |        |                   |                             |           |   |
|-----|--------|-------------------|-----------------------------|-----------|---|
| 408 | 261542 | 1027 WEAVER DRIVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261543 | 1025 WEAVER DRIVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261544 | 1023 WEAVER DRIVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261545 | 1021 WEAVER DRIVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261546 | 1019 WEAVER DRIVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261547 | 1017 WEAVER DRIVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261548 | 1015 WEAVER DRIVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261549 | 1013 WEAVER DRIVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261550 | 1011 WEAVER DRIVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261551 | 1009 WEAVER DRIVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261552 | 1007 WEAVER DRIVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261553 | 1005 WEAVER DRIVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261554 | 1003 WEAVER DRIVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261555 | 1001 WEAVER DRIVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261562 | 915 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261563 | 913 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261564 | 911 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261565 | 909 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261566 | 907 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261567 | 905 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261568 | 903 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261569 | 901 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261570 | 823 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261571 | 821 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261572 | 819 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261573 | 817 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261574 | 815 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261575 | 813 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261576 | 811 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261577 | 809 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261578 | 807 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261579 | 805 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261580 | 1617 H STREET     | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261581 | 1619 H STREET     | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261582 | 1701 H STREET     | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261583 | 1703 H STREET     | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261584 | 1705 H STREET     | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261585 | 1707 H STREET     | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261586 | 1711 H STREET     | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261587 | 1713 H STREET     | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261588 | 1715 H STREET     | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261589 | 1717 H STREET     | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261590 | 1719 H STREET     | Comprehensive Modernization | 2023-2026 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                    |                             |           |   |
|-----|--------|--------------------|-----------------------------|-----------|---|
| 408 | 261591 | 1721 H STREET      | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261592 | 1736 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261593 | 1734 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261594 | 1732 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261595 | 1730 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261596 | 1718 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261597 | 1716 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261598 | 1714 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261599 | 1712 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261600 | 1710 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261601 | 1708 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261602 | 1706 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261603 | 1704 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261604 | 806 WEAVER DRIVE   | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261605 | 804 WEAVER DRIVE   | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261606 | 1703 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261607 | 1701 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261608 | 818 WEAVER DRIVE   | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261609 | 820 WEAVER DRIVE   | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261610 | 822 WEAVER DRIVE   | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261611 | 824 WEAVER DRIVE   | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261612 | 900 WEAVER DRIVE   | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261613 | 902 WEAVER DRIVE   | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261614 | 904 WEAVER DRIVE   | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261615 | 906 WEAVER DRIVE   | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261616 | 908 WEAVER DRIVE   | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261617 | 910 WEAVER DRIVE   | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261618 | 1000 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261619 | 1002 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261620 | 1004 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261621 | 1006 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261622 | 1008 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261623 | 1010 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261624 | 1012 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261625 | 1014 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261626 | 1016 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261627 | 1018 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261628 | 1019 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261629 | 1017 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261630 | 1013 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261631 | 1011 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261632 | 1003 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261633 | 1001 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                    |                             |           |   |
|-----|--------|--------------------|-----------------------------|-----------|---|
| 408 | 261634 | 923 SILVERMAN WAY  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261635 | 921 SILVERMAN WAY  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261636 | 919 SILVERMAN WAY  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261637 | 917 SILVERMAN WAY  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261638 | 915 SILVERMAN WAY  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261639 | 913 SILVERMAN WAY  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261640 | 911 SILVERMAN WAY  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261641 | 909 SILVERMAN WAY  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261642 | 907 SILVERMAN WAY  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261643 | 905 SILVERMAN WAY  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261644 | 1707 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261645 | 1705 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261646 | 1715 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261647 | 1717 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261648 | 1719 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261649 | 1721 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261650 | 1723 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261651 | 1725 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261652 | 1727 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261653 | 1731 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261654 | 1733 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261655 | 1735 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261656 | 1737 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261657 | 1739 CURRAN WAY    | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261658 | 1731 H STREET      | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261659 | 1733 H STREET      | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261660 | 1735 H STREET      | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261661 | 1737 H STREET      | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261662 | 805 DOOLITTLE AVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261663 | 807 DOOLITTLE AVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261664 | 809 DOOLITTLE AVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261665 | 811 DOOLITTLE AVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261666 | 813 DOOLITTLE AVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261667 | 815 DOOLITTLE AVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261668 | 901 DOOLITTLE AVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261669 | 903 DOOLITTLE AVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261670 | 905 DOOLITTLE AVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261671 | 907 DOOLITTLE AVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261672 | 909 DOOLITTLE AVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261673 | 911 DOOLITTLE AVE  | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261674 | 1001 DOOLITTLE AVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261675 | 1003 DOOLITTLE AVE | Comprehensive Modernization | 2023-2026 | 1 |
| 408 | 261676 | 1005 DOOLITTLE AVE | Comprehensive Modernization | 2023-2026 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                    |                             |           |            |
|-----|--------|--------------------|-----------------------------|-----------|------------|
| 408 | 261677 | 1007 DOOLITTLE AVE | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261678 | 1009 DOOLITTLE AVE | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261679 | 1011 DOOLITTLE AVE | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261680 | 1106 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261681 | 1104 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261682 | 1102 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261683 | 1100 WEAVER DRIVE  | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261684 | 1018 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261685 | 1016 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261686 | 1014 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261687 | 1012 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261688 | 1010 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261689 | 1008 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261690 | 1006 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261691 | 1004 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261692 | 1002 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261693 | 1000 SILVERMAN WAY | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261694 | 906 SILVERMAN WAY  | Comprehensive Modernization | 2023-2026 | 1          |
| 408 | 261695 | 904 SILVERMAN WAY  | Comprehensive Modernization | 2023-2026 | 1          |
|     |        |                    |                             |           | <b>154</b> |

| <b>Sherman Gardens:</b> These projects are being identified as developments that will require rehabilitation construction in the future for preservation. Estimated Securing all Financing and Construction NTP Date: 2025-2028. Anticipated Completion: 2026-2031 |          |              |     |                             |                      |       |
|--|----------|--------------|-----|-----------------------------|----------------------|-------|
| AMP No.  | Unit No. | Unit Address |     | Scope of Work               | Estimated Completion | Count |
| 408  | 214716   | 1701 J ST    | 140 | Comprehensive Modernization | 2025-2028            | 1     |
| 408  | 214717   | 1701 J ST    | 139 | Comprehensive Modernization | 2025-2028            | 1     |
| 408  | 214718   | 1701 J ST    | 138 | Comprehensive Modernization | 2025-2028            | 1     |
| 408  | 214719   | 1701 J ST    | 137 | Comprehensive Modernization | 2025-2028            | 1     |
| 408  | 214720   | 1701 J ST    | 136 | Comprehensive Modernization | 2025-2028            | 1     |
| 408  | 214721   | 1701 J ST    | 135 | Comprehensive Modernization | 2025-2028            | 1     |
| 408  | 214722   | 1701 J ST    | 134 | Comprehensive Modernization | 2025-2028            | 1     |
| 408  | 214723   | 1701 J ST    | 133 | Comprehensive Modernization | 2025-2028            | 1     |
| 408  | 214724   | 1701 J ST    | 240 | Comprehensive Modernization | 2025-2028            | 1     |
| 408  | 214725   | 1701 J ST    | 239 | Comprehensive Modernization | 2025-2028            | 1     |
| 408  | 214726   | 1701 J ST    | 238 | Comprehensive Modernization | 2025-2028            | 1     |
| 408  | 214727   | 1701 J ST    | 237 | Comprehensive Modernization | 2025-2028            | 1     |
| 408  | 214728   | 1701 J ST    | 236 | Comprehensive Modernization | 2025-2028            | 1     |
| 408  | 214729   | 1701 J ST    | 235 | Comprehensive Modernization | 2025-2028            | 1     |

**Units with Approved Vacancies for Modernization**

|     |        |           |     |                             |           |   |
|-----|--------|-----------|-----|-----------------------------|-----------|---|
| 408 | 214730 | 1701 J ST | 234 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214731 | 1701 J ST | 233 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214732 | 1701 J ST | 132 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214733 | 1701 J ST | 131 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214734 | 1701 J ST | 130 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214735 | 1701 J ST | 129 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214736 | 1701 J ST | 128 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214737 | 1701 J ST | 127 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214738 | 1701 J ST | 232 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214739 | 1701 J ST | 231 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214740 | 1701 J ST | 230 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214741 | 1701 J ST | 229 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214742 | 1701 J ST | 228 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214743 | 1701 J ST | 227 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214744 | 1701 J ST | 126 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214745 | 1701 J ST | 124 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214746 | 1701 J ST | 124 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214747 | 1701 J ST | 123 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214748 | 1701 J ST | 122 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214749 | 1701 J ST | 121 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214750 | 1701 J ST | 226 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214751 | 1701 J ST | 225 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214752 | 1701 J ST | 224 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214753 | 1701 J ST | 223 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214754 | 1701 J ST | 222 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214755 | 1701 J ST | 221 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214756 | 1701 J ST | 115 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214757 | 1701 J ST | 116 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214758 | 1701 J ST | 117 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214759 | 1701 J ST | 118 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214760 | 1701 J ST | 119 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214761 | 1701 J ST | 120 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214762 | 1701 J ST | 215 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214763 | 1701 J ST | 216 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214764 | 1701 J ST | 217 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214765 | 1701 J ST | 218 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214766 | 1701 J ST | 219 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214767 | 1701 J ST | 220 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214768 | 1701 J ST | 109 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214769 | 1701 J ST | 110 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214770 | 1701 J ST | 111 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214771 | 1701 J ST | 112 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 214772 | 1701 J ST | 113 | Comprehensive Modernization | 2025-2028 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |           |     |                             |           |           |
|-----|--------|-----------|-----|-----------------------------|-----------|-----------|
| 408 | 214773 | 1701 J ST | 114 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214774 | 1701 J ST | 209 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214775 | 1701 J ST | 210 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214776 | 1701 J ST | 211 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214777 | 1701 J ST | 212 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214778 | 1701 J ST | 213 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214779 | 1701 J ST | 214 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214780 | 1701 J ST | 101 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214781 | 1701 J ST | 102 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214782 | 1701 J ST | 103 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214783 | 1701 J ST | 104 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214784 | 1701 J ST | 105 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214785 | 1701 J ST | 106 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214786 | 1701 J ST | 107 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214787 | 1701 J ST | 108 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214788 | 1701 J ST | 201 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214789 | 1701 J ST | 202 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214790 | 1701 J ST | 203 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214791 | 1701 J ST | 204 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214792 | 1701 J ST | 205 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214793 | 1701 J ST | 206 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214794 | 1701 J ST | 207 | Comprehensive Modernization | 2025-2028 | 1         |
| 408 | 214795 | 1701 J ST | 208 | Comprehensive Modernization | 2025-2028 | 1         |
|     |        |           |     |                             |           | <b>80</b> |

**Villa Capri: These projects are being identified as developments that will require rehabilitation construction in the future for preservation. Estimated Securing all Financing and Construction NTP Date: 2025-2028. Anticipated Completion: 2026-2031**

| AMP No. | Unit No. | Unit Address |      | Scope of Work               | Estimated Completion | Count |
|---------|----------|--------------|------|-----------------------------|----------------------|-------|
| 408     | 215939   | 1801 J ST    | #125 | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 215940   | 1801 J ST    | #126 | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 215941   | 1801 J ST    | #127 | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 215942   | 1801 J ST    | #103 | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 215943   | 1801 J ST    | #102 | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 215944   | 1801 J ST    | #101 | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 215945   | 1801 J ST    | #106 | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 215946   | 1801 J ST    | #105 | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 215947   | 1801 J ST    | #104 | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 215948   | 1801 J ST    | #109 | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 215949   | 1801 J ST    | #108 | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 215950   | 1801 J ST    | #107 | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 215951   | 1801 J ST    | #112 | Comprehensive Modernization | 2025-2028            | 1     |

**Units with Approved Vacancies for Modernization**

|     |        |           |      |                             |           |   |
|-----|--------|-----------|------|-----------------------------|-----------|---|
| 408 | 215952 | 1801 J ST | #111 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215953 | 1801 J ST | #110 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215954 | 1801 J ST | #115 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215955 | 1801 J ST | #114 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215956 | 1801 J ST | #113 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215957 | 1801 J ST | #118 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215958 | 1801 J ST | #117 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215960 | 1801 J ST | #116 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215961 | 1801 J ST | #121 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215962 | 1801 J ST | #120 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215963 | 1801 J ST | #119 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215964 | 1801 J ST | #122 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215965 | 1801 J ST | #123 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215966 | 1801 J ST | #124 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215967 | 1801 J ST | #128 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215968 | 1801 J ST | #129 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215969 | 1801 J ST | #130 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215970 | 1801 J ST | #225 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215971 | 1801 J ST | #226 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215972 | 1801 J ST | #227 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215973 | 1801 J ST | #203 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215974 | 1801 J ST | #202 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215975 | 1801 J ST | #201 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215976 | 1801 J ST | #206 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215977 | 1801 J ST | #205 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215978 | 1801 J ST | #204 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215979 | 1801 J ST | #209 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215980 | 1801 J ST | #208 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215981 | 1801 J ST | #207 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215982 | 1801 J ST | #212 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215983 | 1801 J ST | #211 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215984 | 1801 J ST | #210 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215985 | 1801 J ST | #215 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215986 | 1801 J ST | #214 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215987 | 1801 J ST | #213 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215988 | 1801 J ST | #218 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215989 | 1801 J ST | #217 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215990 | 1801 J ST | #216 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215991 | 1801 J ST | #221 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215992 | 1801 J ST | #220 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215993 | 1801 J ST | #219 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215994 | 1801 J ST | #222 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215995 | 1801 J ST | #223 | Comprehensive Modernization | 2025-2028 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |           |      |                             |           |   |
|-----|--------|-----------|------|-----------------------------|-----------|---|
| 408 | 215996 | 1801 J ST | #224 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215997 | 1801 J ST | #228 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215998 | 1801 J ST | #229 | Comprehensive Modernization | 2025-2028 | 1 |
| 408 | 215999 | 1801 J ST | #230 | Comprehensive Modernization | 2025-2028 | 1 |

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| <b>60</b> |
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**Marble Manor Annex:** These projects are being identified as developments that will require rehabilitation construction in the future for preservation. Estimated Securing all Financing and Construction NTP Date: 2025-2028. Anticipated Completion: 2026-2031.

| AMP No. | Unit No. | Unit Address        | Scope of Work               | Estimated Completion | Count |
|---------|----------|---------------------|-----------------------------|----------------------|-------|
| 408     | 231696   | 1612 MARTIN L. KING | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231697   | 1614 MARTIN L. KING | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231698   | 1616 MARTIN L KING  | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231699   | 1618 MARTIN L KING  | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231700   | 1620 MARTIN L. KING | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231701   | 1622 MARTIN L. KING | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231702   | 1700 MARTIN L. KING | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231703   | 1702 MARTIN L. KING | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231704   | 1704 MARTIN L. KING | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231705   | 1706 MARTIN L KING  | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231706   | 1708 MARTIN L.KING  | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231707   | 1710 MARTIN L. KING | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231708   | 1712 MARTIN L. KING | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231709   | 1714 MARTIN L. KING | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231710   | 1716 MARTIN L. KING | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231711   | 1718 MARTIN L KING  | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231712   | 1720 MARTIN L KING  | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231713   | 1722 MARTIN L. KING | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231714   | 1445 WYATT AVENUE   | Comprehensive Modernization | 2025-2028            | 1     |
| 408     | 231715   | 1441 WYATT AVENUE   | Comprehensive Modernization | 2025-2028            | 1     |

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| <b>20</b> |
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**Marble Manor:** These projects are being identified as developments that will require rehabilitation construction in the future for preservation. Estimated Securing all Financing and Construction NTP Date: 2023-2026. Anticipated Completion: 2024-2029. Master Developer selected for Pre-Development. Awarded Choice Neighborhood Initiative Transformation Plan with City of Las Vegas in November 2022. ~~Plan submittal due~~ submitted November 2023. CNI Implementation Plan application submitted February 2024

| AMP No. | Unit No. | Unit Address   | Scope of Work               | Estimated Completion | Count |
|---------|----------|----------------|-----------------------------|----------------------|-------|
| 407     | 201001   | 800 MCWILLIAMS | Comprehensive Modernization | 2025-2028            | 1     |
| 407     | 201002   | 802 MCWILLIAMS | Comprehensive Modernization | 2025-2028            | 1     |
| 407     | 201003   | 804 MCWILLIAMS | Comprehensive Modernization | 2025-2028            | 1     |
| 407     | 201004   | 806 MCWILLIAMS | Comprehensive Modernization | 2025-2028            | 1     |
| 407     | 201005   | 900 McWilliams | Comprehensive Modernization | 2025-2028            | 1     |



**Units with Approved Vacancies for Modernization**

|     |        |                |  |                             |           |   |
|-----|--------|----------------|--|-----------------------------|-----------|---|
| 407 | 201006 | 902 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201007 | 904 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201008 | 906 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201009 | 908 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201010 | 910 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201011 | 912 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201012 | 914 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201013 | 916 McWilliams |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201014 | 918 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201015 | 920 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201016 | 922 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201017 | 800 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201018 | 801 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201019 | 802 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201020 | 803 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201021 | 804 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201022 | 805 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201023 | 806 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201024 | 807 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201025 | 901 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201026 | 903 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201027 | 905 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201028 | 907 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201029 | 909 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201030 | 911 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201031 | 913 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201032 | 915 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201033 | 916 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201034 | 917 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201035 | 918 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201036 | 919 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201037 | 920 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201038 | 921 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201039 | 922 GERSON     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201040 | 923 Gerson     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201041 | 801 GRANT      |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201042 | 802 GRANT      |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201043 | 803 GRANT      |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201044 | 804 GRANT      |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201045 | 805 GRANT      |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201046 | 807 GRANT      |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201047 | 808 GRANT      |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201048 | 809 GRANT      |  | Comprehensive Modernization | 2025-2028 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                |  |                             |           |   |
|-----|--------|----------------|--|-----------------------------|-----------|---|
| 407 | 201049 | 810 GRANT      |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201050 | 811 GRANT      |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201051 | 812 GRANT      |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201052 | 813 GRANT      |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201053 | 814 GRANT      |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201054 | 815 GRANT      |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201055 | 815 H ST       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201056 | 817 H ST       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201057 | 819 H ST       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201058 | 821 H ST       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201059 | 814 I ST       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201060 | 816 I St       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201061 | 818 I ST       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201062 | 820 I ST       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201063 | 925 I ST       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201064 | 927 I ST       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201065 | 904 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201066 | 906 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201067 | 908 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201068 | 910 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201069 | 912 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201070 | 914 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201071 | 915 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201072 | 916 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201073 | 917 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201074 | 918 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201075 | 919 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201076 | 920 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201077 | 921 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201078 | 922 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201079 | 924 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201080 | 926 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201081 | 928 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201082 | 930 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201083 | 801 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201084 | 803 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201085 | 805 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201086 | 807 Washington |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201087 | 903 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201088 | 905 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201089 | 907 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201090 | 909 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201091 | 911 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                 |  |                             |           |   |
|-----|--------|-----------------|--|-----------------------------|-----------|---|
| 407 | 201092 | 913 WASHINGTON  |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201093 | 915 WASHINGTON  |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201094 | 917 WASHINGTON  |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201095 | 919 WASHINGTON  |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201096 | 921 WASHINGTON  |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201097 | 923 WASHINGTON  |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201098 | 925 WASHINGTON  |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201099 | 927 WASHINGTON  |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 201100 | 929 WASHINGTON  |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202101 | 1101 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202102 | 1105 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202103 | 1111 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202104 | 1115 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202105 | 840 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202106 | 836 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202107 | 1114 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202108 | 1110 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202109 | 1104 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202110 | 1100 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202111 | 824 LEVY        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202112 | 820 LEVY        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202113 | 816 LEVY        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202114 | 810 LEVY        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202115 | 804 LEVY        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202116 | 800 LEVY        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202117 | 801 LEVY        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202118 | 805 LEVY        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202119 | 811 LEVY        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202120 | 815 LEVY        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202121 | 819 LEVY        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202122 | 823 LEVY        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202123 | 1115 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202124 | 1119 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202125 | 820 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202126 | 816 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202127 | 814 J St        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202128 | 810 J St        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202129 | 804 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202130 | 800 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202131 | 801 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202132 | 807 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202133 | 811 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202134 | 813 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                 |  |                             |           |   |
|-----|--------|-----------------|--|-----------------------------|-----------|---|
| 407 | 202135 | 821 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202136 | 825 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202137 | 827 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202138 | 833 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202139 | 837 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202140 | 839 J ST        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202141 | 1209 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202142 | 1213 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202143 | 1215 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202144 | 1217 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202145 | 1221 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202146 | 1223 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202147 | 1225 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202148 | 833 DOWN WAY    |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202149 | 831 DOWN WAY    |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202150 | 829 DOWN WAY    |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202151 | 825 DOWN WAY    |  | Comprehensive Modernization | 2023-2026 | 1 |
| 407 | 202152 | 823 DOWN WAY    |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202153 | 821 DOWN WAY    |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202154 | 817 DOWN WAY    |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202155 | 1233 DOWN WAY   |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202156 | 1231 DOWN WAY   |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202157 | 1229 DOWN WAY   |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202158 | 1225 DOWN WAY   |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202159 | 1221 DOWN WAY   |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202160 | 1219 DOWN WAY   |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202161 | 1217 DOWN WAY   |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202162 | 1232 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202163 | 1230 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202164 | 1228 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202165 | 1226 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202166 | 1224 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202167 | 1222 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202168 | 1220 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202169 | 1216 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202170 | 800 REED        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202171 | 804 REED        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202172 | 806 REED        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202173 | 808 REED        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202174 | 810 REED        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202175 | 812 REED        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202176 | 816 REED        |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202177 | 818 REED        |  | Comprehensive Modernization | 2025-2028 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                 |  |                             |           |   |
|-----|--------|-----------------|--|-----------------------------|-----------|---|
| 407 | 202178 | 1216 REED       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202179 | 1220 REED       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202180 | 1222 REED       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202181 | 1224 REED       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202182 | 1226 REED       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202183 | 1228 REED       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202184 | 1227 REED       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202185 | 1225 REED       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202186 | 1223 Reed       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202187 | 1221 REED       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202188 | 1219 REED       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202189 | 1217 REED       |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202190 | 1216 DOWN WAY   |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202191 | 1218 DOWN WAY   |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202192 | 1220 DOWN WAY   |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202193 | 1222 DOWN WAY   |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202194 | 1224 DOWN WAY   |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202195 | 1226 DOWN WAY   |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202196 | 1300 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202197 | 804 M           |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202198 | 806 M           |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202199 | 808 M           |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202200 | 810 M           |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202201 | 812 M           |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202202 | 814 M           |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202203 | 816 M           |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202204 | 818 M           |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202205 | 1301 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202206 | 1307 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202207 | 1309 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202208 | 1315 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202209 | 1317 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202210 | 1321 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202211 | 1325 WASHINGTON |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202212 | 1320 Morgan     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202213 | 1316 Morgan St  |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202214 | 1312 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202215 | 1310 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202216 | 1306 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202217 | 1300 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202218 | 815 M           |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202219 | 817 M           |  | Comprehensive Modernization | 2025-2028 | 1 |
| 407 | 202220 | 1311 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1 |

**Units with Approved Vacancies for Modernization**

|     |        |                 |  |                             |           |            |
|-----|--------|-----------------|--|-----------------------------|-----------|------------|
| 407 | 202221 | 1315 MORGAN     |  | Comprehensive Modernization | 2025-2028 | 1          |
| 407 | 202222 | 828 N           |  | Comprehensive Modernization | 2025-2028 | 1          |
| 407 | 202223 | 824 N           |  | Comprehensive Modernization | 2025-2028 | 1          |
| 407 | 202224 | 820 N           |  | Comprehensive Modernization | 2025-2028 | 1          |
| 407 | 202225 | 816 N           |  | Comprehensive Modernization | 2025-2028 | 1          |
| 407 | 202226 | 812 N           |  | Comprehensive Modernization | 2025-2028 | 1          |
| 407 | 202227 | 808 N           |  | Comprehensive Modernization | 2025-2028 | 1          |
| 407 | 202228 | 804 N           |  | Comprehensive Modernization | 2025-2028 | 1          |
| 407 | 202229 | 800 N           |  | Comprehensive Modernization | 2025-2028 | 1          |
| 407 | 202230 | 1314 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1          |
| 407 | 202231 | 1310 MCWILLIAMS |  | Comprehensive Modernization | 2025-2028 | 1          |
| 407 | 202232 | 805 M           |  | Comprehensive Modernization | 2025-2028 | 1          |
| 407 | 202233 | 809 M           |  | Comprehensive Modernization | 2025-2028 | 1          |
| 407 | 202234 | 811 M           |  | Comprehensive Modernization | 2025-2028 | 1          |
| 407 | 202235 | 813 M           |  | Comprehensive Modernization | 2025-2028 | 1          |
|     |        |                 |  |                             |           | <b>235</b> |

**Civil Rights Certification**  
**(Qualified PHAs)**

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

**Civil Rights Certification**

**Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning \_\_\_\_\_ in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintains records reflecting these analyses and actions.

\_\_\_\_\_  
PHA Name

\_\_\_\_\_  
PHA Number/HA Code

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

\_\_\_\_\_  
Name of Executive Director:

\_\_\_\_\_  
Name of Board Chairperson:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The United States Department of Housing and Urban Development is authorized to collect the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan**

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing  
**Expires 4/30/2011**

**Certification by State or Local Official of PHA Plans Consistency with the  
Consolidated Plan**

I, \_\_\_\_\_ the \_\_\_\_\_ certify that the Five Year and  
Annual PHA Plan of the \_\_\_\_\_ is consistent with the Consolidated Plan of  
\_\_\_\_\_ prepared pursuant to 24 CFR Part 91.

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Signed / Dated by Appropriate State or Local Official

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**TAB 17**

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TAB A

**PHA Certifications of Compliance with the PHA Plans and Related Regulations:  
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

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

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.



13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
  - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
  - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
  - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

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PHA Name

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PHA Number/HA Code

\_\_\_\_\_ 5-Year PHA Plan for Fiscal Years 20\_\_\_\_ - 20\_\_\_\_

\_\_\_\_\_ Annual PHA Plan for Fiscal Years 20\_\_\_\_ - 20\_\_\_\_

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

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|                             |       |
|-----------------------------|-------|
| Name of Authorized Official | Title |
| Signature                   | Date  |

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**Civil Rights Certification**  
**(Qualified PHAs)**

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

**Civil Rights Certification**

**Annual Certification and Board Resolution**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairperson or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the 5-Year PHA Plan, hereinafter referred to as "the Plan", of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) for the fiscal year beginning \_\_\_\_\_ in which the PHA receives assistance under 42 U.S.C. 1437f and/or 1437g in connection with the mission, goals, and objectives of the public housing agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d—4), the Fair Housing Act (42 U.S.C. 3601-19), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), title II of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), and other applicable civil rights requirements and that it will affirmatively further fair housing in the administration of the program. In addition, if it administers a Housing Choice Voucher Program, the PHA certifies that it will administer the program in conformity with the Fair Housing Act, title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, title II of the Americans with Disabilities Act, and other applicable civil rights requirements, and that it will affirmatively further fair housing in the administration of the program. The PHA will affirmatively further fair housing, which means that it will take meaningful actions to further the goals identified in the Assessment of Fair Housing (AFH) conducted in accordance with the requirements of 24 CFR § 5.150 through 5.180, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR § 903.7(o)(3). The PHA will fulfill the requirements at 24 CFR § 903.7(o) and 24 CFR § 903.15(d). Until such time as the PHA is required to submit an AFH, the PHA will fulfill the requirements at 24 CFR § 903.7(o) promulgated prior to August 17, 2015, which means that it examines its programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement; and maintains records reflecting these analyses and actions.

\_\_\_\_\_  
PHA Name

\_\_\_\_\_  
PHA Number/HA Code

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

\_\_\_\_\_  
Name of Executive Director:

\_\_\_\_\_  
Name of Board Chairperson:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

The United States Department of Housing and Urban Development is authorized to collect the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality. The information is collected to ensure that PHAs carry out applicable civil rights requirements.

Public reporting burden for this information collection is estimated to average 0.16 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

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**Certification by State or Local  
Official of PHA Plans Consistency  
with the Consolidated Plan**

**U.S. Department of Housing and Urban Development**  
Office of Public and Indian Housing  
**Expires 4/30/2011**

**Certification by State or Local Official of PHA Plans Consistency with the  
Consolidated Plan**

I, \_\_\_\_\_ the \_\_\_\_\_ certify that the Five Year and  
Annual PHA Plan of the \_\_\_\_\_ is consistent with the Consolidated Plan of  
\_\_\_\_\_ prepared pursuant to 24 CFR Part 91.

\_\_\_\_\_  
Signed / Dated by Appropriate State or Local Official

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TAB C



## DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

|  |   |   |
|--|---|---|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input checked="" type="checkbox"/> b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance   | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input checked="" type="checkbox"/> b. initial award<br>c. post-award   | <b>3. Report Type:</b><br><input checked="" type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br>Southern Nevada Regional Housing Authority<br>340 N. 11th St.<br>Las Vegas, NV 89101<br><br>Congressional District, if known: 4c  | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br><br><br>Congressional District, if known:   |   |
| <b>6. Federal Department/Agency:</b><br>U.S. Department of Housing and Urban Development<br>1 Sansome St. #1200<br>San Francisco, CA 94104   | <b>7. Federal Program Name/Description:</b><br>Public Housing, Capital Fund, Housing Choice Voucher<br><br>CFDA Number, if applicable: _____  |   |
| <b>8. Federal Action Number, if known:</b>   | <b>9. Award Amount, if known:</b><br>\$   |   |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(if individual, last name, first name, MI):</i>  | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i>   |   |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature: <br>Print Name: <u>Lewis Jordan</u><br>Title: <u>Executive Director</u><br>Telephone No.: <u>(702) 477-3100</u> Date: <u>8/25/2022</u> |   |
| <b>Federal Use Only:</b>   |   | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)  |

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**TAB 18**

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
**Las Vegas, Nevada**

**MANAGEMENT'S DISCUSSION & ANALYSIS**  
**AND AUDITED FINANCIAL STATEMENTS**

**FISCAL YEAR ENDED SEPTEMBER 30, 2022**

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**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
**Las Vegas, Nevada**

**REPORT ON EXAMINATION  
OF FINANCIAL STATEMENTS  
AND SUPPLEMENTAL INFORMATION**

**FISCAL YEAR ENDED SEPTEMBER 30, 2022**



## INDEPENDENT AUDITORS' REPORT

Board of Commissioners  
Southern Nevada Regional Housing Authority  
Las Vegas, Nevada

San Francisco Regional Office  
Public Housing Division  
One Sansome Street, Suite 1200  
San Francisco, CA 94104

### Report on the Audit of Financial Statements

#### *Opinions*

We have audited the financial statements of the business-type activities and the aggregately discretely presented component units of the Southern Nevada Regional Housing Authority as of and for the year ended September 30, 2022, and the related notes to the financial statements which collectively comprise the Southern Nevada Regional Housing Authority's basic financial statements as listed in the table of contents.

The Authority's basic financial statements include the operations of the Landsman Family, LLC, Vera Johnson B, LP, Biegger Estates, LLC, Vera Johnson A Family, LLC, SRB, LP, Rose Gardens Senior, LP, Honolulu Street, LLC, Espinoza Terrace, LLC, Archie Grant Park, LLC and Wardelle Street Townhouses, LLC, which represent 44 percent of total consolidated assets and 5 percent of total revenues of the Southern Nevada Regional Housing Authority. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for Landsman Family, LLC, Vera Johnson B, LP, Biegger Estates, LLC, Vera Johnson A Family, LLC, SRB, LP, Rose Gardens Senior, LP, Honolulu Street, LLC, Espinoza Terrace, LLC, Archie Grant Park, LLC and Wardelle Street Townhouses, LLC is based solely on the report of the other auditors.

In our opinion, based on our audit and the report of other auditors, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities of the Southern Nevada Regional Housing Authority, as of September 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### *Basis for Opinions*

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards (*Government Auditing Standards*), issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Southern Nevada Regional Housing Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### *Responsibilities of Management for Financial Statements*

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Southern Nevada Regional Housing Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and Government Auditing Standards, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Southern Nevada Regional Housing Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Southern Nevada Regional Housing Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis as listed in the table of contents, should be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



***Supplementary Information***

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Southern Nevada Regional Housing Authority's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), as well as the Financial Data Schedules required by the U.S. Department of Housing and Urban Development, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards, the Financial Data Schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

***Other Information***

Management is responsible for the other information included in the annual report. The other information comprises the Introductory Section but does not include the basic financial statements and our auditor's report hereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

***Other Reporting Required by Government Auditing Standards***

In accordance with Government Auditing Standards, we have also issued our report dated June 7, 2023, on our consideration of the Southern Nevada Regional Housing Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Southern Nevada Regional Housing Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering Southern Nevada Regional Housing Authority's internal control over financial reporting and compliance.

*Rector, Reeder & Lofton, P.C.*  
Certified Public Accountants

Loganville, Georgia  
June 7, 2023

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
**Las Vegas, Nevada**

**MANAGEMENT'S DISCUSSION & ANALYSIS**

**FISCAL YEAR ENDED SEPTEMBER 30, 2022**

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
SEPTEMBER 30, 2022**

This section of the Southern Nevada Regional Housing Authority's (the Authority) financial report presents management's analysis of the Authority's financial performance during the year ended September 30, 2022.

**FINANCIAL HIGHLIGHTS AND CONCLUSIONS**

At September 30, 2022, total assets were \$191,332,490, deferred outflow of resources were \$10,520,137, total liabilities were \$48,482,617, and deferred inflow of resources were \$11,412,315; thus, total net position was \$141,957,695. Total revenues and expenses were \$177,502,562 and \$178,616,299, respectively.

**Southern Nevada Regional Housing Authority – RAD Conversion**

The Appropriations Act of 2012, Public Law 112-55, approved a new Rental Assistance Demonstration (RAD) program to public housing authorities which addresses the need for a backlog of capital improvement needs for these developments. The public assistance through subsidy and capital fund program is converted to a project-based Section 8 rental assistance contract. Consequently, SNRHA is acquiring a minority interest in certain tax credit ventures, which reduces the stock of public housing but maintains the same baseline for affordable housing units. The Housing Authority has converted certain asset managed properties to this program as follows:

**Rose Garden Senior LP:**

Rose Garden Senior RAD project entails the acquisition/rehabilitation of an existing 120-unit low-income family development located in Las Vegas, NV. The property was awarded \$10,285,996 in 2017 9% Low Income Housing Tax Credits for its substantial rehabilitation. The SNRHA submitted in March 2017 a RAD application for Rose Gardens and received a Conditional Housing Assistance Payment (CHAP) agreement in October 2018. The RAD Conversion Commitment (RCC) was received February 2017. Financials closed in July 2018. Construction completion was November 2018. The property contains a ground lease effective October 2017.

**James Down Towers & Hulum Homes:**

James Down Towers & Hulum Homes are two tax credit properties that are currently in the process of converting into RAD properties. Full conversion is expected during the fiscal year 2023. Costs that have been incurred during the current fiscal year are included in the Business Activities program and are included in accounts receivable from the tax credit entities. A construction commitment of \$36,900,000 exists for the James Down Towers rehabilitation.

**REQUIRED FINANCIAL STATEMENTS**

The financial statements of the Authority report information using accounting methods similar to those used by private sector companies (Enterprise Fund).

The Statement of Net Position (Balance Sheet) includes all of the Authority's assets and liabilities and provides information about the amounts and investments in assets and the obligations to Authority

creditors. It also provides a basis of assessing the liquidity and financial flexibility of the Authority. Over time, increases or decreases in net position may serve as a useful indicator of the financial health of the Authority.

The current year's revenues, expenses, and changes in net position are accounted for in the Statement of Revenues, Expenses and Changes in Net Position. This statement reports the Authority's operating and non-operating revenue, by major sources, along with operating and non-operating expenses and capital contributions.

The Statement of Cash Flows provides information about the Authority's cash receipts and disbursements during the reporting period. The statement reports net changes in cash resulting from operations, investing activities and capital related activities.

## FINANCIAL ANALYSIS OF THE AUTHORITY

The Statement of Net Position and the Statement of Revenues, Expenses and Changes in Net Position report information about the Authority's activities and are summarized in the following sections.

To begin our analysis, a summary of the Authority's Statement of Net Position is presented in Table I.

**Southern Nevada Regional Housing Authority**  
**Comparative Statement of Net Position**  
**Table I**

|   | 2022                  | 2021                  | Total Change        | % Change |
|---|-----------------------|-----------------------|---------------------|----------|
| Current Assets  | \$ 43,607,893         | \$ 39,796,248         | \$ 3,811,645        | 9.58%    |
| Capital Assets  | 88,975,879            | 93,391,810            | (4,415,931)         | -4.73%   |
| Noncurrent Assets   | 58,748,718            | 58,980,678            | (231,960)           | -0.39%   |
| Deferred Outflows   | 10,520,137            | 9,924,515             | 595,622             | 6.00%    |
| <b>Total Assets &amp; Deferred Outflows</b>                   | <b>\$ 201,852,627</b> | <b>\$ 202,093,251</b> | <b>\$ (240,624)</b> | -0.12%   |
| Current Liabilities   | \$ 6,321,959          | \$ 4,857,674          | \$ 1,464,285        | 30.14%   |
| Noncurrent Liabilities  | 42,160,658            | 27,499,810            | 14,660,848          | 53.31%   |
| <b>Total Liabilities</b>                                      | <b>48,482,617</b>     | <b>32,357,484</b>     | <b>16,125,133</b>   | 49.83%   |
| <b>Deferred Inflows</b>                                       | <b>11,412,315</b>     | <b>21,058,989</b>     | <b>(9,646,674)</b>  | -45.81%  |
| Net investment in capital assets                              | 87,724,366            | 91,789,357            | (4,064,991)         | -4.43%   |
| Restricted  | 2,575,980             | 3,973,006             | (1,397,026)         | -35.16%  |
| Unrestricted  | 51,657,349            | 52,914,415            | (1,257,066)         | -2.38%   |
| <b>Total Net Position</b>                                     | <b>141,957,695</b>    | <b>148,676,778</b>    | <b>(6,719,083)</b>  | -4.52%   |
| <b>Total Liabilities, Deferred Inflows &amp; Net Position</b> | <b>\$ 201,852,627</b> | <b>\$ 202,093,251</b> | <b>\$ (240,624)</b> | -0.12%   |

Total Assets and Deferred Outflows decreased by \$240,624 or 0.12%. Current assets increased by \$3,811,645 or 9.58% due to an increase in accounts receivable of \$2,599,588 or 197.18%. The majority of these receivables were predevelopment costs related to RAD developments in progress for James Down

Towers and Hullum Homes. Capital assets decreased by \$4,415,931 or 4.73%, due to depreciation expense of \$6,808,042 exceeding capital additions of \$2,392,111 for the year. Other noncurrent assets decreased by \$231,960 or 0.39%. More detailed information can be found in the accompanying Notes to the Financial Statements. Deferred Outflows increased during the year from \$9,924,515 to \$10,520,137, an increase of \$595,622 or 6.0% due to a change in the deferred pension data.

Total Liabilities increased by \$16,125,133 or 49.83%. Current Liabilities increased by \$1,464,285 or 30.14% due to increases in vendors' payable of \$855,128 due to large construction payables outstanding at year end, as well as an increase of \$769,150 in the current portion of debt due to the timing of amortization on outstanding debt. Noncurrent liabilities increased by \$14,660,848 or 53.31% due to an increase in net pension liability of \$15,841,326 or 85.78%.

Deferred Inflows decreased during the year from \$21,058,989 to \$11,412,315, a decrease of \$9,646,674 or 45.81%.

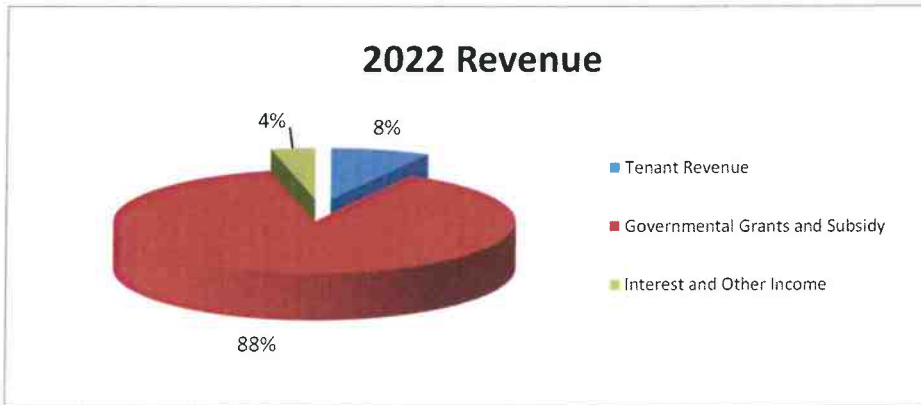
Total Net Position decreased by \$6,719,083 or 4.52%. Table II provides a statement of these results.

**Southern Nevada Regional Housing Authority**  
**Comparative Statement of Revenues, Expenses and Changes in Net Position**  
**Table II**

|                                  | 2022                  | 2021                  | Total Change          | % Change      |
|----------------------------------|-----------------------|-----------------------|-----------------------|---------------|
| Tenant Revenue                   | \$ 14,227,614         | \$ 13,489,458         | \$ 738,156            | 5.47%         |
| Governmental Grants and Subsidy  | 156,890,948           | 153,785,849           | 3,105,099             | 2.02%         |
| Interest / Mortgage Income       | 794,708               | 515,972               | 278,736               | 54.02%        |
| Other Income                     | 5,589,292             | 4,850,277             | 739,015               | 15.24%        |
| <b>Total Revenue</b>             | <b>177,502,562</b>    | <b>172,641,556</b>    | <b>4,861,006</b>      | <b>2.82%</b>  |
| Administration                   | 18,475,449            | 16,182,410            | 2,293,039             | 14.17%        |
| Tenant Services                  | 2,005,333             | 1,742,084             | 263,249               | 15.11%        |
| Utilities                        | 2,833,452             | 2,724,057             | 109,395               | 4.02%         |
| Maintenance                      | 12,287,401            | 12,127,600            | 159,801               | 1.32%         |
| Protective Services              | 859,439               | 1,149,017             | (289,578)             | -25.20%       |
| Interest Expense                 | 141,975               | 163,418               | (21,443)              | -13.12%       |
| General Expense                  | 4,736,610             | 4,310,783             | 425,827               | 9.88%         |
| Housing Assistance Payments      | 130,468,598           | 124,103,355           | 6,365,243             | 5.13%         |
| Depreciation                     | 6,808,042             | 7,153,068             | (345,026)             | -4.82%        |
| <b>Total Expenses</b>            | <b>178,616,299</b>    | <b>169,655,792</b>    | <b>8,960,507</b>      | <b>5.28%</b>  |
| Change in Net Position           | (1,113,737)           | 2,985,764             | (4,099,501)           | -137.30%      |
| Prior Period Adj/Equity Transfer | (5,605,346)           | 14,211,655            | (19,817,001)          | -139.44%      |
| Beginning Net Position           | 148,676,778           | 131,479,359           | 17,197,419            | 13.08%        |
| <b>Ending Net Position</b>       | <b>\$ 141,957,695</b> | <b>\$ 148,676,778</b> | <b>\$ (6,719,083)</b> | <b>-4.52%</b> |

**REVENUES**

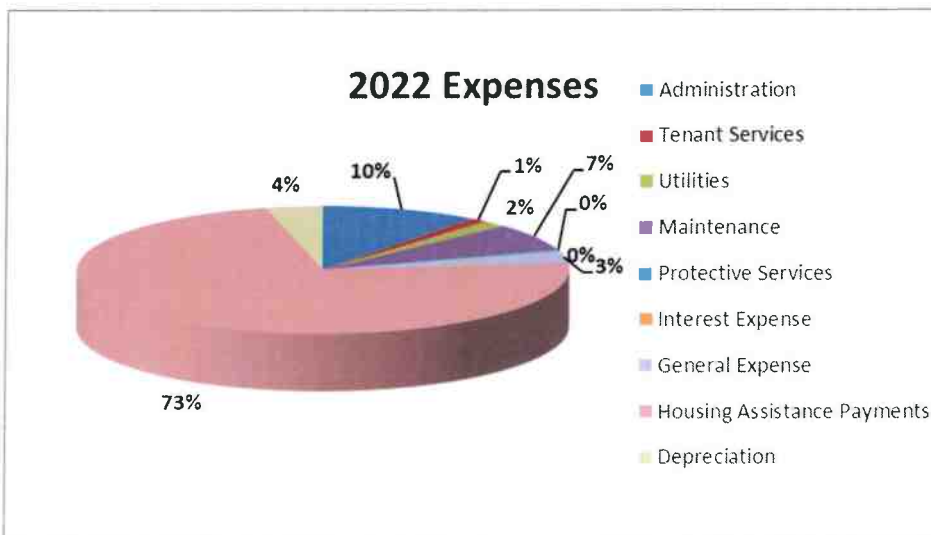
In reviewing the Statement of Revenues, Expenses, and Changes in Net Position, you will find that 88% of the Authority’s revenues are derived from grants from the Department of Housing and Urban Development and other governmental agencies. The Authority receives revenue from tenants for dwelling rental charges and miscellaneous charges of 8% of total revenue. Other Revenue including interest from investments comprises the remaining 4%.



Total Revenue increased by \$4,861,006 or 2.82%. Tenant revenue increased by \$738,156 or 5.47% due to increased occupancy during the year. Grant funding increased by \$3,105,099 or 2.02% due primarily to increased Capital Fund draws and Mainstream Vouchers. Investment income increased by \$278,736 or 54.02% due to increased mortgage interest income. Other income increased by \$840,103 or 17.69% due to the gain on sale of capital assets, internal rental income received, developer fees, and other miscellaneous revenue.

**EXPENSES**

Total Expenses increased by \$8,960,507 or 5.28%.



Administrative expenses increased by \$2,293,039 or 14.17%. This increase was caused primarily in increases in employee benefits of \$2,427,564 or 133.56% due to the significant changes in benefits per the deferred inflows and outflows data provided in the current year. Tenant services increased by \$263,249 or 15.11% due to increases in salaries and benefits of \$161,512 or 10.22% and increases in other tenant services of \$101,737 or 63.0% due to increase activities and services provided to the tenants during the current fiscal year. Utilities expense increased by \$109,395 or 4.02% due to normal fluctuations. Maintenance expense increased by \$159,801 or 1.32%. Protective services decreased by \$289,578 or 25.20% due to decreased security services. General expenses increased by \$425,827 or 9.88% due primarily to increases in insurance expense of \$134,874, tenants' bad debt of \$111,512, and other general expenses of \$330,111. Interest expense decreased by \$21,443 or 13.12% due to decreased debt principal held during the year. HAP expense increased by \$6,365,243 or 5.13% due to an increase in mainstream vouchers. Depreciation expense decreased by \$345,026 or 4.82%.

## CAPITAL ASSETS

At September 30, 2022, the Authority had invested \$88,975,879 in various capital assets as listed in the following schedule.

**Southern Nevada Regional Housing Authority**  
**Comparative Statement of Capital Assets**  
**Table III**

|                             | <u>2022</u>                 | <u>2021</u>                 | <u>Total Change</u>          | <u>% Change</u> |
|-----------------------------|-----------------------------|-----------------------------|------------------------------|-----------------|
| Land                        | \$ 20,985,785               | \$ 20,985,785               | -                            | 0.00%           |
| Buildings & improvements    | 228,500,915                 | 226,145,744                 | 2,355,171                    | 1.04%           |
| Infrastructure              | 4,095,181                   | 4,095,181                   | -                            | 0.00%           |
| Equipment                   | 4,668,290                   | 4,696,981                   | (28,691)                     | -0.61%          |
| Construction in Progress    | -                           | -                           | -                            | 0.00%           |
| Accumulated Depreciation    | <u>(169,274,292)</u>        | <u>(162,531,881)</u>        | <u>(6,742,411)</u>           | 4.15%           |
| <b>Total Capital Assets</b> | <b><u>\$ 88,975,879</u></b> | <b><u>\$ 93,391,810</u></b> | <b><u>\$ (4,415,931)</u></b> | <b>-4.73%</b>   |

## LONG-TERM DEBT ACTIVITY

The chart below illustrates the changes in debt for the period:

**Southern Nevada Regional Housing Authority**  
**Long-term Debt**  
**Table IV**

|                                      | <u>Balance</u><br><u>9/30/2021</u> | <u>Adjustments</u> | <u>Payments/</u><br><u>Decreases</u> | <u>Balance</u><br><u>9/30/2022</u> | <u>Current</u><br><u>Portion</u> |
|--------------------------------------|------------------------------------|--------------------|--------------------------------------|------------------------------------|----------------------------------|
| Mortgage Note Payable - Wells Fargo  | \$ 817,948                         | \$ -               | \$ (246,060)                         | \$ 571,888                         | \$ 571,888                       |
| Operating Note - Wells Fargo         | 619,166                            | -                  | (88,560)                             | 530,606                            | 530,606                          |
| City of Las Vegas - Senator Apts I   | 1,670,000                          | -                  | -                                    | 1,670,000                          | -                                |
| City of Las Vegas - Senator Apts II  | 1,670,000                          | -                  | -                                    | 1,670,000                          | -                                |
| Note Payable - Bank of Nevada        | 360,000                            | -                  | -                                    | 360,000                            | -                                |
| Home Rental Income Fund              | 165,339                            | -                  | (16,320)                             | 149,019                            | 17,596                           |
| Promissory Note - City National Bank | <u>1,000,000</u>                   | <u>-</u>           | <u>-</u>                             | <u>1,000,000</u>                   | <u>-</u>                         |
|                                      | <b><u>\$ 6,302,453</u></b>         | <b><u>\$ -</u></b> | <b><u>\$ (350,940)</u></b>           | <b><u>\$ 5,951,513</u></b>         | <b><u>\$ 1,120,090</u></b>       |

## **ECONOMIC FACTORS AND EVENTS AFFECTING OPERATIONS**

Several factors may affect the financial position of the Authority in the subsequent fiscal year. These factors include:

- The Authority continues to comply with the HUD requirements of asset-based management since regionalization of the Authority. The Authority has developed and maintained a system of budgeting and accounting for each asset management project (AMP) in a manner that will allow for analysis of the actual revenues and expenses associated with each property.
- The current inflation rate in the United States has decreased slightly over the last six months but is still a factor and making it more expensive for the Housing Authority to operate and may make it more difficult for tenants to pay their rent. There is no timeframe on when relief is expected from these historic price increases, and it has yet to be determined if governmental assistance will be increased in the next calendar year.

## **CONCLUSIONS**

Overall, the Authority demonstrates a sound financial position. It has a management team committed to the mission of providing safe and decent housing to those in need. As the environment changes, the Authority will continue to seek ways to remain a viable organization and continue to operate at the highest standards established by the Real Estate Assessment Center and the Department of Housing and Urban Development.

## **REQUEST FOR INFORMATION**

Should additional information be required, or questions arise regarding this financial report, contact our office in writing at the following address:

Southern Nevada Regional Housing Authority  
Attention:  
Fredrick C. Haron, Chief Administrative Officer  
340 North 11th Street  
Las Vegas, Nevada 89122-5338



**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
**Las Vegas, Nevada**

**AUDITED FINANCIAL STATEMENTS**

**FISCAL YEAR ENDED SEPTEMBER 30, 2022**

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
Las Vegas, Nevada

**STATEMENT OF NET POSITION**  
**September 30, 2022**

**ASSETS & DEFERRED OUTFLOWS**

|  | <u>Primary<br/>Government<br/>September 30, 2022</u> | <u>Discrete<br/>Component Units<br/>December 31, 2021</u> | <u>Total<br/>(Memorandum<br/>Memorandum Only)</u> |
|--|--|---|---|
| <b><u>Current Assets</u></b>           |  |   |   |
| Cash & cash equivalents - unrestricted | \$ 25,612,984  | \$ 3,268,857  | \$ 28,881,841                                     |
| Cash & cash equivalents - restricted   | 5,853,824  | 5,831,455   | 11,685,279  |
| Investments - unrestricted             | 7,311,817  | -   | 7,311,817   |
| Accounts receivable                    | 3,917,983  | 278,412   | 4,196,395   |
| Prepaid expenses                       | 315,289  | 329,500   | 644,789   |
| Inventories                            | 595,996  | -   | 595,996   |
|  | <hr/>  | <hr/>   | <hr/>   |
| Total Current Assets                   | 43,607,893   | 9,708,224   | 53,316,117  |
| <b><u>Noncurrent Assets</u></b>        |  |   |   |
| Notes receivable                       | 55,722,483   | -   | 55,722,483  |
| Other noncurrent assets                | 2,357,221  | 9,453,135   | 11,810,356  |
| Investment in joint ventures           | 669,014  | -   | 669,014   |
|  | <hr/>  | <hr/>   | <hr/>   |
| Total Other Noncurrent Assets          | 58,748,718   | 9,453,135   | 68,201,853  |
| <b>Capital Assets</b>                  |  |   |   |
| Land                                   | 20,985,785   | 4,417,781   | 25,403,566  |
| Buildings                              | 210,170,940  | 137,999,210   | 348,170,150                                       |
| Improvements                           | 18,329,975   | -   | 18,329,975  |
| Furniture & equipment                  | 4,668,290  | 9,758,519   | 14,426,809  |
| Construction in process                | -  | -   | -   |
| Infrastructure                         | 4,095,181  | 18,951,669  | 23,046,850  |
|  | <hr/>  | <hr/>   | <hr/>   |
|  | 258,250,171  | 171,127,179   | 429,377,350                                       |
| Less: Accumulated depreciation         | (169,274,292)  | (29,471,840)  | (198,746,132)                                     |
|  | <hr/>  | <hr/>   | <hr/>   |
| Total Capital Assets                   | 88,975,879   | 141,655,339   | 230,631,218                                       |
|  | <hr/>  | <hr/>   | <hr/>   |
| Total Noncurrent Assets                | 147,724,597  | 151,108,474   | 298,833,071                                       |
|  | <hr/>  | <hr/>   | <hr/>   |
| Deferred Outflow of Resources          | 10,520,137   | -   | 10,520,137  |
|  | <hr/>  | <hr/>   | <hr/>   |
| <b>TOTAL ASSETS</b>                    | <b>\$ 201,852,627</b>                                | <b>\$ 160,816,698</b>                                     | <b>\$ 362,669,325</b>                             |

The accompanying notes are an integral part of the financial statements.

**LIABILITIES, DEFERRED INFLOWS & NET POSITION**

|   | <b>Primary<br/>Government<br/>September 30, 2022</b> | <b>Discrete<br/>Component Units<br/>December 31, 2021</b> | <b>Total<br/>(Memorandum<br/>(Memorandum Only)</b> |
|---|--|---|--|
| <b><u>Current Liabilities</u></b>   |  |   |  |
| Accounts payable  | \$ 2,389,005   | \$ 323,148  | \$ 2,712,153                                       |
| Accrued liabilities   | 819,870  | 5,666,975   | 6,486,845  |
| Unearned revenue  | 1,038,640  | 120,741   | 1,159,381  |
| Long term debt - current portion  | 1,120,090  | 8,936,379   | 10,056,469   |
| Tenant security deposits/escrow deposits                                  | 954,354  | 289,433   | 1,243,787  |
|   | <hr/>  | <hr/>   | <hr/>  |
| Total Current Liabilities   | 6,321,959  | 15,336,676  | 21,658,635   |
|   | <hr/>  | <hr/>   | <hr/>  |
| <b><u>Noncurrent Liabilities</u></b>                                      |  |   |  |
| Accrued compensated absences  | 1,617,385  | -   | 1,617,385  |
| Long term debt  | 131,423  | 102,958,583   | 103,090,006  |
| Accrued pension liability   | 34,309,492   | -   | 34,309,492   |
| Other noncurrent liabilities  | 1,402,358  | 2,644,486   | 4,046,844  |
| Loan liability - non current  | 4,700,000  | -   | 4,700,000  |
|   | <hr/>  | <hr/>   | <hr/>  |
| Total Noncurrent Liabilities  | 42,160,658   | 105,603,069   | 147,763,727  |
|   | <hr/>  | <hr/>   | <hr/>  |
| TOTAL LIABILITIES   | 48,482,617   | 120,939,745   | 169,422,362  |
|   | <hr/>  | <hr/>   | <hr/>  |
| DEFERRED INFLOW OF RESOURCES  | 11,412,315   | -   | 11,412,315   |
|   | <hr/>  | <hr/>   | <hr/>  |
| <b><u>NET POSITION</u></b>  |  |   |  |
| Net Investment in Capital Assets  | 87,724,366   | 29,760,377  | 117,484,743  |
| Restricted  | 2,575,980  | 5,538,248   | 8,114,228  |
| Unrestricted  | 51,657,349   | 4,578,328   | 56,235,677   |
|   | <hr/>  | <hr/>   | <hr/>  |
| TOTAL NET POSITION  | 141,957,695  | 39,876,953  | 181,834,648  |
|   | <hr/>  | <hr/>   | <hr/>  |
| <b>TOTAL LIABILITIES, DEFERRED INFLOW OF RESOURCES &amp; NET POSITION</b> | <b>\$ 201,852,627</b>                                | <b>\$ 160,816,698</b>                                     | <b>\$ 362,669,325</b>                              |
|   | <hr/> <hr/>  | <hr/> <hr/>   | <hr/> <hr/>  |

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY  
Las Vegas, Nevada

**STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION**  
**September 30, 2022**

|   | <b>Primary<br/>Government<br/>September 30, 2022</b> | <b>Discrete<br/>Component Units<br/>December 31, 2021</b> | <b>Total<br/>(Memorandum<br/>Memorandum Only)</b> |
|---|--|---|---|
| <b><u>Operating Revenues</u></b>                      |  |   |   |
| Dwelling rent   | \$ 14,227,614  | \$ 8,475,067  | \$ 22,702,681                                     |
| Governmental grants & subsidy                         | 154,535,777  | -   | 154,535,777                                       |
| Other income  | 5,576,419  | 476,596   | 6,053,015   |
| <b>Total Operating Revenues</b>                       | <b>174,339,810</b>                                   | <b>8,951,663</b>  | <b>183,291,473</b>                                |
| <b><u>Operating Expenses</u></b>                      |  |   |   |
| Administration  | 18,475,449   | 1,825,613   | 20,301,062  |
| Tenant services                                       | 2,005,333  | 55,543  | 2,060,876   |
| Utilities   | 2,833,452  | 1,201,692   | 4,035,144   |
| Maintenance & operations                              | 12,287,401   | 2,731,511   | 15,018,912  |
| Protective services                                   | 859,439  | 11,817  | 871,256   |
| General expense                                       | 4,736,610  | 1,132,886   | 5,869,496   |
| Housing assistance payments                           | 130,468,598  | -   | 130,468,598                                       |
| Depreciation expense                                  | 6,808,042  | 5,321,532   | 12,129,574  |
| <b>Total Operating Expense</b>                        | <b>178,474,324</b>                                   | <b>12,280,594</b>   | <b>190,754,918</b>                                |
| <b>Net Operating Income/(Loss)</b>                    | <b>(4,134,514)</b>                                   | <b>(3,328,931)</b>  | <b>(7,463,445)</b>                                |
| <b><u>Nonoperating Revenues/(Expenses)</u></b>        |  |   |   |
| Investment & mortgage income                          | 794,708  | 976   | 795,684   |
| Interest expense                                      | (141,975)  | (3,841,438)   | (3,983,413)                                       |
| Amortization of loan fees                             | -  | (34,295)  | (34,295)  |
| Gain/(Loss) on disposition of assets                  | 12,873   | -   | 12,873  |
| <b>Net Nonoperating Revenues/(Expenses)</b>           | <b>665,606</b>                                       | <b>(3,874,757)</b>  | <b>(3,209,151)</b>                                |
| <b>Net Income/(Loss) before capital contributions</b> | <b>(3,468,908)</b>                                   | <b>(7,203,688)</b>  | <b>(10,672,596)</b>                               |
| Capital grants/capital contributions                  | 2,355,171  | 9,536,486   | 11,891,657  |
| <b>Increase/(Decrease) in Net Position</b>            | <b>(1,113,737)</b>                                   | <b>2,332,798</b>  | <b>1,219,061</b>                                  |
| Total Net Position - beginning                        | 148,676,778  | 37,544,155  | 186,220,933                                       |
| Prior year adjustment                                 | (5,605,346)  | -   | (5,605,346)                                       |
| <b>Total Net Position - ending</b>                    | <b>\$ 141,957,695</b>                                | <b>\$ 39,876,953</b>                                      | <b>\$ 181,834,648</b>                             |

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
Las Vegas, Nevada

**STATEMENT OF CASH FLOWS**  
**September 30, 2022**

|  | <b>PRIMARY<br/>GOVERNMENT</b> | <b>COMPONENT<br/>UNIT</b> | <b>TOTAL<br/>(Memorandum Only)</b> |
|--|-------------------------------|---------------------------|------------------------------------|
| <b><u>CASH FLOWS FROM OPERATING ACTIVITIES</u></b>                     |                               |                           |                                    |
| Receipts from customers and users                                      | \$ 19,804,033                 | \$ 8,951,663              | \$ 28,755,696                      |
| Governmental grants & subsidy - operations                             | 154,535,777                   | -                         | 154,535,777                        |
| Payments to suppliers  | (15,603,854)                  | (8,801,345)               | (24,405,199)                       |
| Payments for housing assistance  | (130,468,598)                 | -                         | (130,468,598)                      |
| Payments to employees  | (27,032,309)                  | (1,967,636)               | (28,999,945)                       |
|  | <b>1,235,049</b>              | <b>(1,817,318)</b>        | <b>(582,269)</b>                   |
| <b><u>CASH FLOWS FROM INVESTING ACTIVITIES</u></b>                     |                               |                           |                                    |
| Proceeds from investments  | 270,694                       | -                         | 270,694                            |
| Payments on ground lease   | -                             | -                         | -                                  |
| Payments received on notes receivable                                  | 203,358                       | -                         | 203,358                            |
| Interest received  | 9,666                         | 976                       | 10,642                             |
|  | <b>483,718</b>                | <b>976</b>                | <b>484,694</b>                     |
| <b><u>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES</u></b> |                               |                           |                                    |
| Grant revenue - capital grants   | 2,355,171                     | -                         | 2,355,171                          |
| Acquisition of capital assets - capital grant program                  | (2,355,171)                   | -                         | (2,355,171)                        |
| Acquisition of capital assets  | (36,940)                      | (2,714,348)               | (2,751,288)                        |
| Capital contributions received   | -                             | 9,536,486                 | 9,536,486                          |
| Proceeds on mortgage & notes   | -                             | 4,526,716                 | 4,526,716                          |
| Payments on mortgage & notes   | (350,940)                     | (7,200,708)               | (7,551,648)                        |
| Proceeds from disposition of capital assets                            | 12,873                        | -                         | 12,873                             |
| Interest paid  | (141,975)                     | (3,841,438)               | (3,983,413)                        |
|  | <b>(516,982)</b>              | <b>306,708</b>            | <b>(210,274)</b>                   |
| NET INCREASE/(DECREASE) IN CASH AND CASH EQUIVALENTS                   | <b>1,201,785</b>              | <b>(1,509,634)</b>        | <b>(307,849)</b>                   |
| CASH AND CASH EQUIVALENTS AT BEGINNING OF PERIOD                       | <b>30,265,023</b>             | <b>10,609,946</b>         | <b>40,874,969</b>                  |
| CASH AND CASH EQUIVALENTS AT END OF PERIOD                             | <b>\$ 31,466,808</b>          | <b>\$ 9,100,312</b>       | <b>\$ 40,567,120</b>               |

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
Las Vegas, Nevada

**STATEMENT OF CASH FLOWS**  
**September 30, 2022**

|   | <u>PRIMARY</u><br><u>GOVERNMENT</u> | <u>COMPONENT</u><br><u>UNIT</u> | <u>TOTAL</u><br><u>(Memorandum Only)</u> |
|---|-------------------------------------|---------------------------------|--|
| <b><u>CASH FLOWS FROM OPERATING ACTIVITIES</u></b>                              |                                     |                                 |  |
| Net Income/(Loss) from operations   | \$ (4,134,514)                      | \$ (3,328,931)                  | \$ (7,463,445)                           |
| Prior period adjustments affecting cash flow                                    | 46,944                              | -                               | 46,944                                   |
| Adjustments to reconcile net loss to net cash provided by operating activities: |                                     |                                 |  |
| Depreciation & amortization   | 6,808,042                           | 5,355,827                       | 12,163,869                               |
| Decrease (Increase) in accounts receivable                                      | (2,599,588)                         | 146,789                         | (2,452,799)                              |
| Decrease (Increase) in prepaid expenses   | (29,108)                            | (48,985)                        | (78,093)                                 |
| Decrease (Increase) in inventory  | (251,858)                           | -                               | (251,858)                                |
| Decrease (Increase) in Joint ventures   | -                                   | -                               | -  |
| Decrease (Increase) in Noncurrent assets  | 813,644                             | 8,643                           | 822,287                                  |
| Increase (Decrease) in accounts payable   | 895,124                             | (347,008)                       | 548,116                                  |
| Increase (Decrease) in accrued liabilities                                      | (355,927)                           | (3,976,011)                     | (4,331,938)                              |
| Increase (Decrease) in unearned revenue   | (126,988)                           | 2,177                           | (124,811)                                |
| Increase (Decrease) in other noncurrent liabilities                             | -                                   | 353,490                         | 353,490                                  |
| Increase (Decrease) in deferred outflows, inflows, and pension liabilities      | (53,260)                            | -                               | (53,260)                                 |
| Increase (Decrease) in security/trust deposits                                  | 222,538                             | 16,691                          | 239,229                                  |
|   | 222,538                             | 16,691                          | 239,229                                  |
| <b>NET CASH PROVIDED/(USED) FROM OPERATING ACTIVITIES</b>                       | <b>\$ 1,235,049</b>                 | <b>\$ (1,817,318)</b>           | <b>\$ (582,269)</b>                      |

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
**Las Vegas, Nevada**

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**

**NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY:**

**1. Introduction:**

The Southern Nevada Regional Housing Authority (the Authority or SNVRHA) was established effective January 1, 2010, in accordance with Nevada State law for the purpose of consolidating three housing authorities located in Southern Nevada. Las Vegas Housing Authority, Housing Authority of Clark County, and North Las Vegas Housing Authority were combined to form the Authority. On October 20, 2009, the Authority requested to enter into an Annual Contributions Contract (ACC) with the U.S. Department of Housing and Urban Development (HUD) effective January 1, 2010, to be the administrator of the housing and housing related programs described herein.

**2. Organization:**

The Authority is a public body and a body corporate and politically organized under the laws of the State of Nevada as a tax-exempt quasi-governmental entity under the United States Housing Act of 1937 for the purpose of providing adequate housing for qualified low-income individuals. The Authority is not subject to Federal or State income taxes and is not required to file Federal or State income tax returns.

**3. Reporting Entity:**

The accompanying combined financial statements include the accounts of all Authority operations for the year ended September 30, 2022. The criteria for including organizations as component units with the Authority's reporting entity, as set forth in Section 2100 of GASB's Governmental Accounting and Financial Reporting Standards, include the following:

- The organization is legally separate (can sue and be sued in its own name)
- The Authority holds the corporate powers of the organization
- The Authority appoints the voting majority
- The organization has the potential to impose a financial benefit/burden on the Authority
- There is fiscal dependency by the organization on the Authority

On the basis of application of these criteria, the Authority is a legally separate entity that is fiscally independent of other governments, and there are no other entities that are to be reported as component units of the Authority, except as noted below, nor is the Authority to be included in the City of Las Vegas, or Clark County's financial reports, therefore the Authority reports independently.

**4. Discretely Presented Component Units:**

**Landsman Family, LLC** was formed on December 5, 2013, as a limited liability company under the laws of the State of Nevada, for the purpose of acquiring, owning, operating and financing a rental housing project known as Landsman Gardens (the project). The Company's partnership interests are held by third parties unrelated to the Authority, with the exception of the managing member, Landsman Family Manager, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
**Las Vegas, Nevada**

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**  
(Continued)

**NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)**

**4. Discretely Presented Component Units: (Cont'd)**

**Vera Johnson B, LP** was formed on January 28, 2015, as a Nevada Limited Partnership under the laws of the State of Nevada, for the purpose of acquiring, owning, operating and financing a 112 units of rental housing project known as Vera Johnson B Manor (the project). The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the managing member, Vera Johnson B, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

**Biegger Estates, LLC** was formed on May 2, 2016, as a Nevada limited liability company under the laws of the State of Nevada, for the purpose of acquiring, owning, operating and financing a 119 units of rental housing project known as Biegger Estates (the project). The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the managing member, Biegger Estates Manager, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

**Vera Johnson A Family, LLC** was formed on August 19, 2016, to rehabilitate and operate a 76-unit apartment project known as Vera Johnson A Manor. This project is rented to low-income tenants in a manner necessary to qualify for the Federal low-income housing tax credits. The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the managing member, Vera Johnson A Family Manager, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

**Honolulu Street Family Housing, LLC** was formed April 15, 2005, for the purpose of constructing and operating a 60-unit multi-family affordable housing project. The project is rented to low-income applicants and is operating in a manner necessary to qualify for federal low-income tax credits provided under Section 42 of the Internal Revenue Code. The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the managing member, Honolulu Street Family Housing, Inc., a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.



**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
**Las Vegas, Nevada**

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**  
(Continued)

**NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)**

**4. Discretely Presented Component Units: (Cont'd)**

**SRB Limited Partnership** was formed March 1, 2006, to construct and operate a two phase 240-unit apartment project known as Senator Richard Bryan Apartments. The project is rented to low-income applicants and operated in a manner intended to qualify for federal low-income housing tax credits as provided under Section 42 of the Internal Revenue Code. The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the general partner, SRB GP, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

**Rose Gardens Senior LP** operates a 120-unit apartment complex in Las Vegas, Nevada known as Rose Gardens Senior Apartments. The project is rented to persons of low income and is qualified for the federal low-income tax credit housing program as described in Section 42 of the Internal Revenue Code. The Partnership was formed on September 27, 2016. The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the general partner, Rose Gardens Senior, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

**Espinoza Terrace, LLC** operates a 100-unit project located in Henderson, Nevada known as Espinoza Terrace Apartments. The project is rented to low-income applicants and operated in a manner intended to qualify for federal low-income housing tax credits as provided under Section 42 of the Internal Revenue Code. The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the general partner, Espinoza Terrace Manager, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

**Archie Grant Park, LLC** was formed on September 1, 2019 and operates a 125-unit project located in Las Vegas, Nevada known as Archie Grant Park. The project is rented to low-income applicants and operated in a manner intended to qualify for federal low-income housing tax credits as provided under Section 42 of the Internal Revenue Code. The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the general partner, Archie Grant Park Manager, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
**Las Vegas, Nevada**

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**  
(Continued)

**NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)**

**4. Discretely Presented Component Units: (Cont'd)**

**Wardelle Street Townhouses, LLC** was formed on December 30, 2019 and operates a 57-unit project located in Las Vegas, Nevada known as Wardelle Street Townhouses. The project is rented to low-income applicants and operated in a manner intended to qualify for federal low-income housing tax credits as provided under Section 42 of the Internal Revenue Code. The Partnership's interests are held by third parties unrelated to the Authority, with the exception of the general partner, Wardelle Street Townhouses Manager, LLC, a Nevada Limited Liability Company, which is wholly owned by Affordable Housing Program, Inc., which is a blended component of the Authority. The Authority has certain rights and responsibilities, which enables it to impose its will on the Company. In accordance with GASB Statement No. 61, the Company is included as a discretely presented component unit in the financial statements.

**5. Development Corporations:**

The Development Corporations (the Corporations) operate exclusively for nonprofit purposes and were created to assist in carrying out housing projects for persons of eligible income. Housing projects undertaken, financed, or assisted by the Corporations and their related expenditures must be approved by the Authority. The Corporations are legally separate from the Authority, and are included as blended component units, since the Authority can significantly influence the programs, projects, or activities of, or the level of service performed by the Authority, and their boards of directors are substantially the same as the Authority.

Affordable Housing Program, Inc. is included as a blended component unit of the Authority.

**6. Basis of Presentation:**

The financial statements of the Authority have been prepared in conformity with Generally Accepted Accounting Principles (GAAP). The following summary of the more significant accounting policies is presented to assist the reader in interpreting these financial statements, and should be viewed as an integral part of this report.

A fund is an independent fiscal and accounting entity with a self-balancing set of accounts comprised of its assets, liabilities, net position, revenues, and expenses. The funds maintained by the Authority allow compliance and financial accountability by separate functions and activities.

A summary of each significant program administered by the Authority included in the financial statements is provided below to assist the reader in interpreting the financial statements. These programs do not constitute all programs subsidized by HUD and operated by the Authority.

Low Income Public Housing programs provide subsidy funding annually, by a formula for Housing Modernization and Housing Operations Programs. These programs support public housing operations by way of an annual contributions contract with HUD, ACC# NV018. Under this contract, the Authority develops, modernizes and manages public housing developments. Funding is provided by eligible residents who are charged monthly rent based on family size, family income, and other determinants, as well as by the subsidies provided by HUD.

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
**Las Vegas, Nevada**

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**  
(Continued)

**NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)**

**6. Basis of Presentation: (Cont'd)**

Housing Choice Voucher programs (HCVP) include the Voucher, VASH, Mainstream and Disaster Housing programs. Under these programs, rental assistance payments are made by the Authority primarily to landlords on behalf of eligible families. These programs are funded by the annual contributions contract with HUD, ACC# NV018.

Capital Funding Programs (CFP) provide funds annually, by a formula, to public housing authorities (PHA) for capital and management activities, including modernization and development of public housing. Section 519 of the Quality Housing and Work Responsibility Act of 1998 (Public law 105-276) amends Section 9 of the U.S. Housing Act of 1937 to provide for a Capital Fund Program to be established by HUD for the purpose of making assistance available to PHAs to carry out capital, management, development and other activities. It also requires HUD to develop a formula (through a negotiated rulemaking process) for determining the amount of assistance to be provided and a mechanism to reward performance. The CFP funds, which are allocated annually, represent the major source of funding for capital and management activities at PHA's.

Resident Opportunity & Supportive Services Program provides reliable transportation for all elderly and disabled residents of the service area and contracts for housekeeping and personal assistance for residents who meet certain criteria. The program also provides for a service coordinator who implements and coordinates the program. Funding for this program is provided by grants from HUD.

Business Activities – The Non-aided Housing Program is funded with other than federal financing and is used to account for various activities of the Authority. In addition to dwelling rents, this fund is used to account for fees charged to nonprofit organizations for managing their low-income housing projects and fees paid by other funds for services provided and for the use of facilities owned by the Non-aided Housing Program.

Component Units – The Authority has two blended component units – Affordable Housing Program, Inc. and Honolulu Street Family Housing, Inc. Both of these corporations share the same board as the Authority and are considered to be blended component units. Separate standalone financial statements for the component units are not prepared.

**7. Basis of Accounting and Measurement Focus:**

Basis of Accounting – The Housing Board uses the accrual basis of accounting in all its funds. Under this method, revenues are recorded when earned, and expenses are recorded when liabilities are incurred, regardless of when the related cash flow takes place.

Basis of Presentation – The financial statements of the Housing Board are presented from a fund perspective. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain Housing Board functions. The fund is a separate accounting entity with a self-balancing set of accounts. The accounting and financial reporting method applied by a fund is determined by the fund's measurement focus. The accounting objectives are determination of net income, financial position, and cash flows.

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**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**  
(Continued)

**NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)**

**7. Basis of Accounting and Measurement Focus: (Cont'd)**

All assets and liabilities associated with the financial activities are included on the Statement of Net Position. Proprietary fund equity is segregated into three broad components: Net investment in capital assets, Restricted, and Unrestricted. The Housing Board uses the following fund:

Enterprise fund – This type of fund is reported using an economic resources measurement focus. Additionally, it is used to account for operations that are financed and operated in a manner similar to private businesses where a fee is charged to external users for services provided.

**8. Revenues and Expenses:**

SNVRHA distinguishes operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services in connection with SNVRHA's principal ongoing operations. The principal operating revenues of SNVRHA are charges to tenants for rent and various grants and subsidies. Operating expenses include the cost of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

Subsidies received from HUD or other grantor agencies for operating purposes, are recorded as operating revenue in the operating statement while capital grant funds are added to the net position below the non-operating revenue and expense.

**9. Encumbrances:**

Encumbrances represent commitments related to unperformed contracts for goods and services. The Housing Board does not utilize encumbrance accounting.

**10. Budgets:**

The Authority is required by contractual agreements to adopt annual, appropriated operating budgets for all its programs receiving expenditure awards. All budgets are prepared on a HUD basis, which is materially consistent with generally accepted accounting principles (GAAP). The Authority prepares its budget annually. The Board of Commissioners adopts the budget through passage of a budget resolution prior to the beginning of the fiscal year.

**11. Inventories:**

Inventories are recorded at cost using the first in, first out (FIFO) method. If inventory falls below cost due to damage, deterioration or obsolescence, SNVRHA establishes an allowance for obsolete inventory. In accordance with the consumption method, inventory is expensed when items are actually placed in service.

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**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**  
(Continued)

**NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)**

**12. Capital Assets and Depreciation:**

Capital assets include all land and site improvements thereon; all dwelling and non-dwelling structures, including fixtures permanently attached thereto or installed in a fixed position; and all items of nonexpendable equipment acquired and held for the projects that cost \$5,000 or more and have an estimated useful life of at least one year. It also includes items of expendable equipment paid for from funds provided for the development of the projects.

Capital assets are valued at historical cost. Donated capital assets are recorded at fair market value on the date received. Interest expense incurred during the development period is capitalized.

Maintenance, minor repairs and replacements are recorded as expenses; extraordinary replacements of property resulting in property betterments are charged to the property accounts.

Depreciation is charged to operations using the straight-line method based on the estimated useful life of the related asset. The estimated useful lives of the various asset categories are as follows:

|                         |                |
|-------------------------|----------------|
| Buildings               | 30 to 40 years |
| Improvements            | 15 years       |
| Furniture and Equipment | 2 to 10 years  |

Proceeds from the sale of property acquired or significantly improved with HUD or State funds are refunded to HUD or the State as required by contract.

**13. Collection Losses:**

Collection losses on accounts receivable are expensed, in the appropriate Fund, using the specific write-off method.

**14. Cash and Cash Equivalents:**

Cash and cash equivalents includes amounts in demand deposit accounts and short-term investments with an initial maturity date of three months or less for purposes of measuring cash flows. Restricted cash is included for purposes of reporting cash flows.

**15. Investments:**

Investments of the Authority consist of those permitted by the Nevada Government Code including obligations of the U.S. government and federal agencies. The Authority's investments are carried at fair value based upon quoted market prices, as required by generally accepted accounting principles. The Authority adjusts the carrying value of its investments to reflect their fair value at each fiscal period end, and it includes the effects of those adjustments in income for that fiscal period. The Authority classifies its investments as current or non-current based on the maturity dates. Short-term investments have maturities within one year.

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**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**  
(Continued)

**NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)**

**16. Compensated Absences:**

Compensated absences are absences for which the employees will be paid, i.e., sick leave, vacation, and other approved leaves. In accordance with GASB Statement No. 16, *Accounting for Compensated Absences*, the Authority accrues the liability for those absences that the employee has earned the rights to the benefits. Accrued amounts are based on the current salary rates. Full-time, permanent employees are granted vacation and sick leave benefits in varying amounts to specified maximums depending on tenure with the Authority. Vacation and sick pay is recorded as an expense and related liability in the year earned by the employees.

The policy of the Authority is to accumulate earned but unused annual vacation benefits, which will be paid to employees upon separation from Authority service. Vested or accumulated vacation is earned at a rate ranging from 10 days per year for the first year of service, up to a maximum of 20 days per year after 14 years of service. The maximum permissible accumulation is 200 hours. At termination, employees are paid for any accumulated vacation leave. Sick leave is accumulated at the rate of one day per month and may be accumulated to a maximum of 20 days. Accumulations in excess of 20 days are forfeited. The value of unused sick leave is not payable upon separation from the Authority. Vacation pay is recorded as an expense and related liability in the year earned by the employee.

**17. Use of Estimates:**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses in the financial statements and in the disclosures of contingent assets and liabilities. Actual results could differ from those estimates.

**18. Inter-program Receivables and Payables:**

Inter-program receivables/payables are all either current assets or current liabilities and are the result of the use of the Revolving Fund as the common paymaster for costs of the Authority. Cash settlements are made periodically and all inter-program balances net to zero. These inter-program receivables and payables have been eliminated in preparation of the basic financial statements. The detail by program can be found in the Financial Data Schedule of Net Position.

**19. Allowance for Doubtful Accounts:**

Tenant receivables are reported net of an allowance for doubtful accounts. Management's estimate of the allowance is based on historical collection experience and a review of the current status of tenant accounts receivable. It is reasonably possible that management's estimate of the allowance will change over time.

**20. Prepaid Expenses:**

Prepaid expenses represent payments made to vendors for goods or services that will benefit periods beyond the current year end.

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**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**  
(Continued)

**NOTE A - SUMMARY OF ORGANIZATION, SIGNIFICANT ACCOUNTING POLICIES AND REPORTING ENTITY: (Cont'd)**

**21. Intangible Assets:**

According to the most recent Government Accounting Standards Board pronouncement all financing costs for the Southern Nevada Regional Housing Authority have been written off and expensed currently. Consequently, there is no amounts amortized during the year.

**22. Capitalized Interest:**

Interest expense on notes and bonds, net of interest income on related debt proceeds is capitalized during the project development period through the date of full availability. Only the interest associated specifically with debt used to construct physical structures is capitalized.

**23. Restricted Net Position:**

Certain assets may be classified as restricted on the statement of net position as their use is restricted by contracts or agreements with outside third parties and lending institutions. Restricted Net Position also includes funds for tenant security deposits restricted for application to unpaid tenant accounts or for refund to tenants.

**24. Grants and Contributions:**

The Authority has received loans and grants from HUD to build and improve housing projects. The grants require that only individuals and families that meet various income, age and employment standards be housed or aided.

**25. Unearned Revenue:**

Unearned revenue is recorded when the Authority receives funds in advance of when it has a complete legal claim to them, as when grant monies are received prior to meeting all eligibility requirements and/or the occurrence of qualifying expenditures. In this case, unearned revenue is recorded at a liability on the Statement of Net Position. Later, in subsequent periods, when both the revenue recognition criteria are met and/or when SNVRHA has complete legal claim to the resources, the liability for unearned revenue is removed from the Statement of Net Position, and revenue is then recognized.

**26. New Pronouncements Recently Adopted:**

GASB Statement No. 87, *Leases* is effective for periods beginning after June 15, 2021. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The Authority has implemented this standard in the current year and any applicable leases are reflected in the financial statements.

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**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**  
(Continued)

**NOTE B - CASH, CASH EQUIVALENTS, AND INVESTMENTS:**

Nevada law NRS 356.360 requires banks and savings and loan institutions participating in the Nevada Collateral Pool to pledge government securities with a market value of 102% of the amount of uninsured balances of public money held by the depository. Under Nevada law this collateral is held in a separate investment pool by another institution in the depository's name. Cash, restricted cash, and investments are classified in the financial statements based on whether or not their use is restricted under the terms of the Authority's debt instruments or agency agreements. The Authority's carrying amount of cash and investments as of September 30, 2022 was \$38,778,625, and the bank balance was \$41,752,521.

**Cash and Cash Equivalents**

Cash and cash equivalents are maintained on deposit in demand accounts with Nevada State Bank and BNY Mellon. Of the amounts deposited into the bank, \$1,000,000 is covered by the Federal Deposit Insurance Corporation. All remaining balances are properly collateralized by the financial institution in accordance with the regulations of the Nevada Collateral Pool.

September 30, 2022, Cash and cash equivalents of the primary government and discrete component units are presented in the basic financial statements as of September 30, 2022, as follows:

|              | <u>Primary Government</u>    | <u>Component Units</u>       |
|--------------|------------------------------|------------------------------|
|              | Cash and<br>Cash Equivalents | Cash and<br>Cash Equivalents |
| Unrestricted | \$ 25,612,984                | \$ 3,268,857                 |
| Restricted   | 5,853,824                    | 5,831,455                    |
| Total        | \$ 31,466,808                | \$ 9,100,312                 |

**Investments**

The investments as of September 30, 2022, was \$7,311,817, which consisted of securities in the Bank of New York Mellon funds which are all invested in Federal Home Loan Mortgage Corporation.

**Interest Rate Risk**

Fair value of an investment fluctuates with interest rates and increasing interest rates could cause fair value to decline below the original cost. The Authority follows the Nevada Government Code investment policy which does not limit the weighted average maturity of its investment portfolio.

**Credit Risk**

The Authority does not have a formal policy on credit risk. The Federal Code of Regulations, Part 85, Subpart C, (24 CFR 85.20) for cash management and investments permits investments in the following types of investments: direct U.S. obligations, U.S. agency obligations, repurchase agreements, and money market mutual funds. All investments of the Authority meet these guidelines.

**Custodial Risk**

For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the Authority will not be able to recover the value of its investment or collateral securities that are in the possession of an outside party. As of September 30, 2022, the Authority held investments in U.S. Treasuries and other federal agency securities which were held by the Authority's custodian in the Authority's name.



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**NOTES TO FINANCIAL STATEMENTS**  
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(Continued)

**NOTE B - CASH, CASH EQUIVALENTS, AND INVESTMENTS: (Cont'd)**

**Concentration of Credit Risk**

The Authority is required to disclose investments that represent a concentration of five percent or more of investments in any issuer held by individual Authority funds in the securities of issuers other than U.S. Treasury securities, mutual funds and external investment pools. The Authority's policy does not set a limit on the amount that may be invested in any single issuer.

***Restricted cash and cash equivalents at September 30, 2022, were as follows:***

|                            |                     |
|----------------------------|---------------------|
| Security deposit funds     | \$ 954,354          |
| Emergency Housing Vouchers | 1,124,374           |
| FSS escrow funds           | 1,402,358           |
| Modernization              | 816,839             |
| Business Activities        | 32,193              |
| Mainstream Vouchers        | 517,993             |
| Escrow Forfeiture          | 46,375              |
| HAP equity                 | 954,273             |
| COCC                       | <u>5,065</u>        |
|                            | <u>\$ 5,853,824</u> |

**NOTE C - ACCOUNTS RECEIVABLE:**

Accounts receivable, including all applicable allowances for uncollectible accounts at September 30, 2022, consisted of the following:

|  | Primary<br>Government | Component<br>Units |
|--|-----------------------|--------------------|
| Tenants (net of allowance of \$231,177 and \$56,000) | \$ 238,788            | \$ 278,412         |
| A/R - PHA Projects                                   | 549,182               | -                  |
| A/R - HUD  | 728,921               | -                  |
| A/R - James Down Towers                              | 1,112,400             | -                  |
| A/R - Hulum Homes                                    | 418,491               | -                  |
| A/R - Wardelle                                       | 101,416               | -                  |
| A/R - Cornerstone                                    | 100,000               | -                  |
| A/R - miscellaneous (net of allowance of \$612,559)  | 653,965               | -                  |
| Accrued interest receivable                          | 14,820                | -                  |
| Fraud (net of allowance of \$78,994)                 | <u>-</u>              | <u>-</u>           |
|  | <u>\$ 3,917,983</u>   | <u>\$ 278,412</u>  |

Note: The above receivable balance excludes \$1,002,538 of interfund receivables that have been eliminated as a result of financial statement consolidation.

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
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**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**  
(Continued)

**NOTE D - PREPAID EXPENSES, INVENTORY AND OTHER ASSETS:**

Prepaid expenses, inventory and other assets at September 30, 2022, consisted of the following:

|                                    | Primary<br>Government | Component<br>Units |
|------------------------------------|-----------------------|--------------------|
| Prepaid insurance and other assets | \$ 315,289            | \$ 329,500         |
| Inventory                          | 595,996               | -                  |
|                                    | \$ 911,285            | \$ 329,500         |

**NOTE E - NOTES RECEIVABLE:**

The Authority is an affiliate to the Managing Member of *Honolulu Family Street Housing LLC* with a low-income tax credit development on the site of the former Ernie Cragin Annex 3, where 54 housing units built in the 1970s were razed in 2005. The 8.13-acre site is located at East Charleston Boulevard and Honolulu Street. The 60-unit mixed finance development is financed utilizing \$8,905,576 of Capital Fund Program Replacement Housing funds, \$8.579 million raised through tax credits from the state, \$360,000 of FHLB grant, and \$490,159 in Housing Authority reserves. The balance of these Notes Receivable at September 30, 2022 was \$6,455,329.

While these units are not owned by the Authority, they are part of the PHA's Annual Contributions Contract and are eligible to receive low-income public housing subsidy. The Authority has entered into a 90-year ground lease (at \$1 per year) with the project's owner, Honolulu Street Family Housing, LLC and has retained the right of first refusal to purchase the units at the end of the tax-credit compliance period. The Authority has established Honolulu Street Family Housing Inc. (HSFH Inc.) to act as managing member of the LLC. HSFH Inc. is also a 0.01 percent partner in the LLC. In addition, Affordable Housing Program Inc. (AHP), a wholly-owned component unit of the Authority, was designated as the developer of the property.

**City of Las Vegas – Senator Apartments I:** On February 15, 2006, the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the City of Las Vegas for \$1,670,000, \$168,295 in HOME funds and \$1,501,705 in low income housing tax funds (LIHTF) to be used for the construction of the Senator Richard Bryan Apartments I. The Corporation then lent the funds to the Senator Richard Bryan Limited Partnership. The loans accrue interest at 4.8% and no payments of principal will be due on or before February 15, 2036 so long as the property is maintained as low-income and is in compliance with the HOME/Low Income Housing Tax Credit program. HOME funds are recapturable upon sale or transfer of title of the property during the 20-year HOME period of affordability. The LIHTF money is recapturable upon the sale or transfer of title of the property in perpetuity.

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**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**  
(Continued)

**NOTE E - NOTES RECEIVABLE: (Cont'd)**

***City of Las Vegas – Senator Apartments II:*** On January 16, 2008, the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the City of Las Vegas for \$1,670,000, \$693,000 in HOME funds and \$977,000 in low income housing tax funds (LIHTF) to be used for the construction of the Senator Richard Bryan Apartments II. The Corporation then lent the funds to the Senator Richard Bryan Limited Partnership. The loans accrue interest at 4.8% and no payments of principal will be due on or before January 16, 2038 so long as the property is maintained as low-income and is in compliance with the HOME/Low Income Housing Tax Credit program. HOME funds are recapturable upon sale or transfer of title of the property during the 20-year HOME period of affordability. The LIHTF money is recapturable upon the sale or transfer of title of the property in perpetuity.

***Landsman Family, LLC*** was formed on December 5, 2013 to rehabilitate and operate a 100-unit multifamily project known as Landsman Gardens Apartments. This project is rented to low-income tenants in a manner necessary to qualify for the Federal low-income housing tax credits. On December 5, 2013 the Housing Authority issued mortgage note receivables in order to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 3.32% and no payments of principal will be due on or before April 1, 2055. The balance of these notes receivable at September 30, 2022 is \$2,976,000 and \$6,380,317.

***Vera Johnson B LP*** was formed on January 28, 2015 to rehabilitate and operate a 112-unit multifamily project known as Vera Johnson B Manor. This project is rented to low-income tenants in a manner necessary to qualify for the Federal low-income housing tax credits. On April 1, 2015 the Housing Authority issued mortgage note receivables in order to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 4.00% and 0.00% respectively with no payments of principal will be due on or before March 2, 2070. The balance of these notes receivable at September 30, 2022 is \$1,880,160 and \$0.

***Biegger Estates LP*** was formed on May 2, 2016 to rehabilitate and operate a 119-unit multifamily project known as Biegger Estates. This project is rented to low-income tenants in a manner necessary to qualify for the Federal low-income housing tax credits. On May 2, 2016 the Housing Authority issued mortgage note receivables in order to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 3.75% and 2.33% respectively with no payments of principal will be due on or before May 31, 2051. The balance of these notes receivable at September 30, 2022 is \$5,000,000 and \$390,883.

***Vera Johnson A Family, LLC*** was formed on August 19, 2016 to rehabilitate and operate a 76-unit apartment project known as Vera Johnson A Manor. This project is rented to low-income tenants in a manner necessary to qualify for the Federal low-income housing tax credits. On March 1, 2020 the Housing Authority issued mortgage note receivables in order to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 4.50% with no payments of principal will be due on or before December 31, 2072. The balance of these notes receivable at September 30, 2022 is \$2,649,083 and \$600,000.

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**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**  
(Continued)

**NOTE E - NOTES RECEIVABLE: (Cont'd)**

***Espinoza Terrace, LLC*** was formed on October 21, 2020 to rehabilitate and operate a 100-unit apartment project known as Espinoza Terrace. This project is rented to low-income tenants in a manner necessary to qualify for the Federal low-income housing tax credits. On July 1, 2022 the Housing Authority issued mortgage note receivables in order to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 0.00% and 4.10% respectively with no payments of principal will be due on or before July 1, 2068. During the current fiscal year, the Bridge Promissory Note was repaid in full and the balance of these notes receivable at September 30, 2022 is \$0 and \$6,116,696.

***Rose Gardens Senior LP*** was formed on September 27, 2016, to rehabilitate and operate a 120-unit apartment project known as Rose Gardens Senior Apartments. This project is rented to low-income tenants in a manner necessary to qualify for the Federal low-income housing tax credits. On October 1, 2020, the Housing Authority issued mortgage note receivables in order to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 1.00% and 2.55% respectively with no payments of principal will be due on or before December 31, 2052. The balance of these notes receivable at September 30, 2022 is \$5,063,320 and \$695,000.

***Archie Grant Park*** is an ongoing RAD development project. On September 1, 2022, the Housing Authority issued mortgage note receivables to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 3.05%. Payments to interest and principal are paid through cash flow as defined in the operating agreement. The balance of these note receivables at September 30, 2022 is \$6,021,000 and \$225,000, respectively.

***Wardelle Street Townhouses*** is an ongoing RAD development project. On December 30, 2020, the Housing Authority issued mortgage note receivables to help fund the acquisition and construction of the development. The loans accrue interest at a rate of 2.65% and 1.90%, respectively. Payments to interest and principal are paid through cash flow as defined in the operating agreement. The balance of these note receivables at September 30, 2022 is \$1,720,000 and \$4,499,000, respectively.

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**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**  
(Continued)

**NOTE E - NOTES RECEIVABLE: (Cont'd)**

As of September 30, 2022, the cumulative note receivable principal balances totaled \$54,011,788, with total accrued interest of \$9,814,179 and an allowance of \$8,103,484. Notes receivable consisted of the following:

| Description                               | Interest rate | Issue date | Maturity   | 10/1/2021     | Additions | Receipts    | 9/30/2022     |
|---|---------------|------------|------------|---------------|-----------|-------------|---------------|
| <b>Honolulu Street LLC</b>                |               |            |            |               |           |             |               |
| First leasehold loan                      | 4.68%         | 3/1/2006   | 3/1/2061   | \$ 212,359    | \$ -      | \$ -        | \$ 212,359    |
| Second leasehold loan                     | 4.68%         | 3/1/2006   | 3/1/2061   | 1,511,441     | -         | -           | 1,511,441     |
| Third leasehold loan                      | 1.00%         | 3/1/2006   | 3/1/2061   | 3,750,000     | -         | -           | 3,750,000     |
| Fourth leasehold loan, Section 8 Reserves | 1.00%         | 7/30/2008  | 8/1/2062   | 332,759       | -         | -           | 332,759       |
| Fifth leasehold loan, Scat Sites Fund     | 4.83%         | 7/9/2008   | 1/1/2061   | 288,770       | -         | -           | 288,770       |
| Federal Home Loan                         | 1.00%         | 9/10/2007  | 9/10/2062  | 360,000       | -         | -           | 360,000       |
| <b>SRB Apartments</b>                     |               |            |            |               |           |             |               |
| Senator apartments I                      | 4.80%         | 2/15/2006  | 2/15/2036  | 1,670,000     | -         | -           | 1,670,000     |
| Senator apartments II                     | 4.80%         | 1/16/2008  | 1/16/2038  | 1,670,000     | -         | -           | 1,670,000     |
| <b>Landsman Family LLC</b>                |               |            |            |               |           |             |               |
| Seller's Note 1                           | 3.32%         | 12/5/2013  | 4/1/2055   | 2,976,000     | -         | -           | 2,976,000     |
| Seller's Note 2                           | 3.32%         | 12/5/2013  | 4/1/2055   | 6,380,317     | -         | -           | 6,380,317     |
| <b>Vera Johnson B LP</b>                  |               |            |            |               |           |             |               |
| Acquisition Note                          | 4.00%         | 4/1/2015   | 3/31/2070  | 1,880,160     | -         | -           | 1,880,160     |
| Vera Johnson B LP - GAP                   | 0.00%         | 4/1/2015   | 4/30/2070  | -             | -         | -           | -             |
| <b>Biegger Estates LLP</b>                |               |            |            |               |           |             |               |
| Acquisition Note                          | 3.75%         | 5/2/2016   | 5/31/2051  | 5,000,000     | -         | -           | 5,000,000     |
| Biegger Estates LLP - GAP                 | 2.33%         | 5/2/2016   | 5/31/2051  | 390,883       | -         | -           | 390,883       |
| <b>Vera Johnson A LP</b>                  |               |            |            |               |           |             |               |
| Acquisition Note                          | 4.50%         | 3/1/2017   | 12/31/2072 | 2,649,083     | -         | -           | 2,649,083     |
| Vera Johnson A LP - GAP                   | 4.50%         | 3/1/2017   | 12/31/2072 | 600,000       | -         | -           | 600,000       |
| <b>Espinoza Terrace</b>                   |               |            |            |               |           |             |               |
| Bridge Promissory Note                    | 0.00%         | 7/1/2018   | 7/1/2068   | -             | -         | -           | -             |
| Espinoza - GAP                            | 4.10%         | 7/1/2018   | 7/1/2068   | 1,966,696     | -         | -           | 1,966,696     |
| Seller's Note 3                           | 4.10%         | 7/1/2018   | 7/1/2068   | 4,150,000     | -         | -           | 4,150,000     |
| <b>Rose Gardens Senior LP</b>             |               |            |            |               |           |             |               |
| Seller's Note 4                           | 2.55%         | 10/1/2017  | 12/31/2052 | 695,000       | -         | -           | 695,000       |
| Rose Garden - Third Loan                  | 1.00%         | 10/1/2017  | 12/31/2052 | 5,107,510     | -         | (44,190)    | 5,063,320     |
| <b>Archie Grant Park</b>                  |               |            |            |               |           |             |               |
| Seller's Note 5                           | 3.05%         | 9/1/2019   | 9/1/2069   | 6,021,000     | -         | -           | 6,021,000     |
| Archie Grant Park - GAP                   | 3.05%         | 9/1/2019   | 9/1/2069   | 225,000       | -         | -           | 225,000       |
| <b>Wardelle Street</b>                    |               |            |            |               |           |             |               |
| Seller's Note                             | 2.65%         | 12/30/2019 | 12/30/2059 | 1,720,000     | -         | -           | 1,720,000     |
| GAP Note                                  | 1.90%         | 12/30/2019 | 12/30/2059 | 4,499,000     | -         | -           | 4,499,000     |
| Accrued interest on notes receivable      |               |            |            | 8,316,689     | -         | -           | 9,814,179     |
| Less: allowance for accrued interest      |               |            |            | (7,231,868)   | -         | -           | (8,103,484)   |
| Total notes receivable                    |               |            |            | \$ 55,140,799 | \$ -      | \$ (44,190) | \$ 55,722,483 |

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**SEPTEMBER 30, 2022**  
(Continued)

**NOTE F - OTHER NONCURRENT ASSETS:**

***Primary Government***

The Authority advanced funds to Landsman Family LLC, a Nevada Limited Liability Company, to pay for construction costs. The outstanding balance does not bear any interest and is payable out of available cash flow. The amount due as of September 30, 2022, was \$5,417.

On September 24, 2015, Landsman Family, LLC entered into a Developer Agreement with Affordable Housing Program, Inc. (AHP), an affiliate of the Authority. Pursuant to the Agreement, AHP will earn a total development fee of \$2,350,000 for services relating to the development of the Project. The developer fee does not accrue interest and shall be payable out of available cash flow. The amount due as of September 30, 2022, was \$773,369.

On December 30, 2019, Wardelle Street Townhouses, LLC entered into a Developer Agreement with Affordable Housing Program, Inc. (AHP), an affiliate of the Authority. Pursuant to the Agreement, AHP will earn a total development fee of \$1,360,000 for services relating to the development of the Project. The amount due as of September 30, 2022, was \$417,350.

On September 1, 2019, Archie Grant Park, LLC entered into a Developer Agreement with Affordable Housing Program, Inc. (AHP), an affiliate of the Authority. Pursuant to the Agreement, AHP will earn a total development fee of \$330,000 for services relating to the development of the Project. The developer fee does not accrue interest and shall be payable out of available cash flow. The amount due as of September 30, 2022, was \$25,979.

On July 1, 2018, Espinoza Terrace, LLC entered into a Developer Agreement with Affordable Housing Program, Inc. (AHP), an affiliate of the Authority. Pursuant to the Agreement, AHP will earn a total development fee of \$1,300,000 for services relating to the development of the Project. The amount due as of September 30, 2022, was \$948,676.

During the current fiscal year, the Authority implemented GASB 87, Leases, which included a 16 year leased space to the Latin Chamber of Commerce Community Foundation at 330 North 13<sup>th</sup> Street. This lease began in June 2014, and is based on \$0.65 per square foot per with a 3% increase on base rent minus abatement annually. The value of this leased asset as of September 30, 2022, was \$186,430.

As of September 30, 2022, other noncurrent assets consisted of the following:

|  |                     |
|--|---------------------|
| Construction advances - Landsman Family, LLC     | \$ 5,417            |
| Developer Fee - Landsman Family, LLC             | 773,369             |
| Developer Fee - Wardelle Street Townhouses, LLC  | 417,350             |
| Developer Fee - Archie Grant Park, LLC           | 25,979              |
| Developer Fee - Espinoza Terrace, LLC            | 948,676             |
| Lease Receivable (GASB 87) - Business Activities | <u>186,430</u>      |
|  | <u>\$ 2,357,221</u> |

During FY2020, the Authority transferred \$669,200 to Archie Grant Park, LLC as an equity contribution which will be applied to acquisition costs and is being held as Investment in Joint Ventures. The current balance as of September 30, 2022 is \$669,014.

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(Continued)

**NOTE F - OTHER NONCURRENT ASSETS: (Cont'd)**

***Component Units – Discretely Presented***

As of December 31, 2021, the Authority's Discrete Component Units had Prepaid Ground Leases and Other Intangible Assets, net of amortization of \$9,453,135, which are detailed in their respective audit reports.

**NOTE G - CAPITAL ASSETS:**

Changes in capital assets of the primary government consisted of the following as of September 30, 2022:

|   | Balance at<br>9/30/2021 | Additions/<br>Increases | Dispositions/<br>Decreases | Balance at<br>9/30/2022 |
|---|-------------------------|-------------------------|----------------------------|-------------------------|
| <b>Enterprise Activities</b>                      |                         |                         |                            |                         |
| <b>Capital assets not being depreciated:</b>      |                         |                         |                            |                         |
| Land  | \$ 20,985,785           | \$ -                    | \$ -                       | \$ 20,985,785           |
| Construction in progress                          | -                       | -                       | -                          | -                       |
| <b>Total capital assets not being depreciated</b> | <b>20,985,785</b>       | <b>-</b>                | <b>-</b>                   | <b>20,985,785</b>       |
| Buildings & improvements                          | 226,145,744             | 2,355,171               | -                          | 228,500,915             |
| Infrastructure                                    | 4,095,181               | -                       | -                          | 4,095,181               |
| Furniture & equipment                             | 4,696,981               | 36,940                  | (65,631)                   | 4,668,290               |
| <b>Total capital assets being depreciated</b>     | <b>234,937,906</b>      | <b>2,392,111</b>        | <b>(65,631)</b>            | <b>237,264,386</b>      |
| Buildings & improvements                          | (159,511,264)           | (6,423,762)             | -                          | (165,935,026)           |
| Furniture & equipment                             | (3,020,617)             | (384,280)               | 65,631                     | (3,339,266)             |
| <b>Total accumulated depreciation</b>             | <b>(162,531,881)</b>    | <b>(6,808,042)</b>      | <b>65,631</b>              | <b>(169,274,292)</b>    |
| <b>Net Book Value</b>                             | <b>\$ 93,391,810</b>    |                         |                            | <b>\$ 88,975,879</b>    |

Changes in capital assets of the discretely presented component units consisted of the following as of December 31, 2021:

|   | Balance at<br>12/31/2020 | Additions/<br>Increases | Dispositions/<br>Transfers | Balance at<br>12/31/2021 |
|---|--------------------------|-------------------------|----------------------------|--------------------------|
| <b>Capital assets not being depreciated:</b>      |                          |                         |                            |                          |
| Land  | \$ 3,505,176             | \$ 912,605              | \$ -                       | \$ 4,417,781             |
| Construction in progress                          | 8,865,518                | -                       | (8,865,518)                | -                        |
| <b>Total capital assets not being depreciated</b> | <b>12,370,694</b>        | <b>912,605</b>          | <b>(8,865,518)</b>         | <b>4,417,781</b>         |
| Buildings & improvements                          | 130,488,971              | -                       | 7,510,239                  | 137,999,210              |
| Infrastructure                                    | 17,588,443               | 7,947                   | 1,355,279                  | 18,951,669               |
| Furniture & equipment                             | 7,964,723                | 1,793,796               | -                          | 9,758,519                |
| <b>Total capital assets being depreciated</b>     | <b>156,042,137</b>       | <b>1,801,743</b>        | <b>8,865,518</b>           | <b>166,709,398</b>       |
| <b>Total accumulated depreciation</b>             | <b>(24,186,729)</b>      | <b>(5,321,532)</b>      | <b>36,421</b>              | <b>(29,471,840)</b>      |
| <b>Total capital assets being depreciated</b>     | <b>131,855,408</b>       |                         |                            | <b>137,237,558</b>       |
| <b>Capital assets, net</b>                        | <b>\$ 144,226,102</b>    |                         |                            | <b>\$ 141,655,339</b>    |

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**NOTE H - ACCOUNTS PAYABLE:**

Accounts payable at September 30, 2022, consisted of the following:

|                                 | Primary<br>Government | Component<br>Units |
|---------------------------------|-----------------------|--------------------|
| Vendors and contractors payable | \$ 2,076,828          | \$ 323,148         |
| PILOT                           | 312,177               | -                  |
| Tenant security deposits        | <u>954,354</u>        | <u>289,433</u>     |
|                                 | <u>\$ 3,343,359</u>   | <u>\$ 612,581</u>  |

Note: The above payables balance excludes \$1,002,538 of interfund payables that have been eliminated as a result of financial statement consolidation.

**NOTE I - ACCRUED LIABILITIES & OTHER CURRENT LIABILITIES:**

Other current liabilities consisted of the following as of September 30, 2022:

|  | Primary<br>Government | Component<br>Units   |
|--|-----------------------|----------------------|
| Accrued wages & fringes                        | \$ 748,607            | \$ -                 |
| Accrued compensated absences - current portion | 59,929                | -                    |
| Other accrued liabilities                      | -                     | 4,607,310            |
| Noncurrent debt - current portion              | 1,120,090             | 8,936,379            |
| Unearned revenue - EHV                         | 888,939               | -                    |
| Unearned revenue - other                       | 149,701               | 120,741              |
| Other current liabilities                      | <u>11,334</u>         | <u>1,059,665</u>     |
|  | <u>\$ 2,978,600</u>   | <u>\$ 14,724,095</u> |

**NOTE J - OTHER NONCURRENT LIABILITIES:**

Other noncurrent liabilities – other consisted of the following as of September 30, 2022:

|   | Primary<br>Government | Component<br>Units  |
|---|-----------------------|---------------------|
| FSS Escrow Liability                      | \$ 1,402,358          | \$ -                |
| Developer fee payable                     | -                     | 2,644,486           |
| Accrued compensated absences - noncurrent | 1,617,385             | -                   |
| Accrued pension & OPEB liability          | <u>34,309,492</u>     | <u>-</u>            |
|   | <u>\$ 37,329,235</u>  | <u>\$ 2,644,486</u> |



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(Continued)

**NOTE J - OTHER NONCURRENT LIABILITIES: (Cont'd)**

The following is a summary of the primary government activity for the year:

|                       | Balance at<br>September 30, 2021 | Increases            | Decreases             | Balance at<br>September 30, 2022 | Current<br>Portion |
|-----------------------|----------------------------------|----------------------|-----------------------|----------------------------------|--------------------|
| FSS Escrow Liability  | \$ 1,177,992                     | \$ 742,475           | \$ (518,109)          | \$ 1,402,358                     | \$ -               |
| Compensated absences  | 1,940,263                        | 506,901              | (769,850)             | 1,677,314                        | 59,929             |
| Net pension liability | <u>18,468,166</u>                | <u>15,841,326</u>    | <u>-</u>              | <u>34,309,492</u>                | <u>-</u>           |
|                       | <u>\$ 21,586,421</u>             | <u>\$ 17,090,702</u> | <u>\$ (1,287,959)</u> | <u>\$ 37,389,164</u>             | <u>\$ 59,929</u>   |

**NOTE K - LONG-TERM DEBT - Primary Government:**

A summary of changes of the primary government's long-term debt for the year ended September 30, 2022, is presented below.

|                                      | Balance<br>9/30/2021 | Adjustments | Payments/<br>Decreases | Balance<br>9/30/2022 | Current<br>Portion  |
|--------------------------------------|----------------------|-------------|------------------------|----------------------|---------------------|
| Mortgage Note Payable - Wells Fargo  | \$ 817,948           | \$ -        | \$ (246,060)           | \$ 571,888           | \$ 571,888          |
| Operating Note - Wells Fargo         | 619,166              | -           | (88,560)               | 530,606              | 530,606             |
| City of Las Vegas - Senator Apts I   | 1,670,000            | -           | -                      | 1,670,000            | -                   |
| City of Las Vegas - Senator Apts II  | 1,670,000            | -           | -                      | 1,670,000            | -                   |
| Note Payable - Bank of Nevada        | 360,000              | -           | -                      | 360,000              | -                   |
| Home Rental Income Fund              | 165,339              | -           | (16,320)               | 149,019              | 17,596              |
| Promissory Note - City National Bank | <u>1,000,000</u>     | <u>-</u>    | <u>-</u>               | <u>1,000,000</u>     | <u>-</u>            |
|                                      | <u>\$ 6,302,453</u>  | <u>\$ -</u> | <u>\$ (350,940)</u>    | <u>\$ 5,951,513</u>  | <u>\$ 1,120,090</u> |

***Wells Fargo Bank (Business Activities- Affordable Housing Program)***

On May 16, 2007, the Southern Nevada Regional Housing Authority entered into an agreement to fund two promissory notes with Wells Fargo Bank for a total of up to \$5,800,000 to refinance an existing note and provide construction funds for the expansion of Robert Gordon Plaza and Rulon Earl mobile home parks:

Note 1 - The note bears interest at a variable rate of the 30-day LIBOR rate plus 1.25% (interest rate was 6.98% at August 14, 2006 with monthly principal payments of \$2,880 commencing in May 2007 and increasing to \$10,330 upon maturity in May 2027 (monthly principal payments were \$5,640 at September 30, 2022). The note is secured by a deed of trust on Robert Gordon Plaza. Total interest expense associated with this note for the year was \$54,684. The outstanding balance at June 30, 2022 is \$530,606. After year-end, this note was paid in full and consequently, the entire amount is considered due in fiscal year 2023.

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**NOTE K - LONG-TERM DEBT – Primary Government: (Cont'd)**

Southern Nevada Regional Housing Authority has entered into an interest rate swap agreement with an original notional amount of \$1,420,526 that limits the variable interest cash flow exposure on the loan for a period of twenty years from the date issued, with a maturity date of May 16, 2027. Under the interest rate swap agreement, Southern Nevada Housing Authority, LLC pays or receives on a monthly basis an amount based on the notional amount, \$778,406 at September 30, 2022, multiplied by the positive or negative differential from the fixed rate of 6.77%. As of September 30, 2022, the fair value of the interest rate swap obligation was \$19,316, a decrease of \$72,596 during the year.

Note 2 - The note bears interest at a variable rate of the 30-day LIBOR rate plus 1.25% (interest rate was 6.98% at August 14, 2006) with monthly principal payments of \$2,880 commencing in May 2007 and increasing to \$10,330 upon maturity in May 2027 (monthly principal payments were \$17,970 at September 30, 2022). The note is secured by a deed of trust. The outstanding balance at September 30, 2022, is \$571,888. After year-end, this note was paid in full and consequently, the entire amount is considered due in fiscal year 2023.

Southern Nevada Regional Housing Authority has entered into an interest rate swap agreement with an original notional amount of \$4,200,000 that limits the variable interest cash flow exposure on the loan for a period of twenty years from the date issued, with a maturity date of February 16, 2028. Under the interest rate swap agreement, Southern Nevada Housing Authority, LLC pays or receives on a monthly basis an amount based on the notional amount, \$2,319,810 at September 30, 2022, multiplied by the positive or negative differential from the fixed rate of 5.26%. As of September 30, 2022, the fair value of the interest rate swap obligation was \$66,941, a decrease of \$224,938 during the year.

**City of Las Vegas – Senator Apartments I:** On February 15, 2006, the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the City of Las Vegas for \$1,670,000, \$168,295 in HOME funds and \$1,501,705 in low income housing tax funds (LIHTF) to be used for the construction of the Senator Richard Bryan Apartments I. The Corporation then lent the funds to the Senator Richard Bryan Limited Partnership. The loans bear interest at 4.8%. No payments of principal will be due on or before February 15, 2036 so long as the property is maintained as low-income and is in compliance with the HOME/Low Income Housing Tax Credit program. HOME funds are recapturable upon sale or transfer of title of the property during the 20-year HOME period of affordability. The LIHTF money is recapturable upon the sale or transfer of title of the property in perpetuity.

**City of Las Vegas – Senator Apartments II:** On January 16, 2008, the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the City of Las Vegas for \$1,670,000, \$693,000 in HOME funds and \$977,000 in low-income housing tax funds (LIHTF) to be used for the construction of the Senator Richard Bryan Apartments II. The Corporation then lent the funds to the Senator Richard Bryan Limited Partnership. The loans bear interest at 4.8%. No payments of principal will be due on or before January 16, 2038, so long as the property is maintained as low-income and is in compliance with the HOME/Low Income Housing Tax Credit program. HOME funds are recapturable upon sale or transfer of title of the property during the 20-year HOME period of affordability. The LIHTF money is recapturable upon the sale or transfer of title of the property in perpetuity.

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**NOTE K - LONG-TERM DEBT – Primary Government: (Cont’d)**

**Note Payable – Bank of Nevada:** On September 10, 2007, the Affordable Housing Program, Inc. (the Corporation) entered into a loan agreement with the Bank of Nevada (formally the Federal Home Loan Bank of San Francisco) for \$360,000 to be used for construction. The Corporation then lent the funds to the Honolulu Street Housing LLC. The loan bears interest at a rate of 1.0% per annum and is due upon maturity. The loan is scheduled to mature on September 10, 2062.

**Home Rental Income Fund:** The promissory notes payable of \$335,000 was issued on April 16, 1999, with Citibank and requires monthly payments of \$2,353.85, which includes both principal and interest. The loan bears interest at 7.55% and matures on June 1, 2029. The remaining balance at September 30, 2022 is \$149,019.

**Promissory Note – City National Bank:** On October 1, 2015, the Authority entered into a loan agreement with City National Bank (formally the Federal Home Loan Bank of San Francisco) for \$1,000,000 to be used for the rehabilitation of Landsman Gardens Apartments. The Authority then lent the funds to Landsman Family LLC. The loan is non-interest bearing and no payments of principal will be due on or before September 30, 2055, so long as the property is maintained as low-income and is in compliance with the Federal Home Loan Bank Affordable Housing Program. No payment shall be required on the maturity date if no default or breach has occurred and is continuing under this Note for the retention period commencing on the date of completion of the Project as determined by the FHLB in its discretion and ending fifteen (15) years after same date.

The following is a schedule of debt payment requirements to maturity:

|            |    | <u>Principal</u> |    | <u>Interest</u> |    | <u>Payment</u>   |
|------------|----|------------------|----|-----------------|----|------------------|
| 2023       | \$ | 1,120,090        | \$ | 42,986          | \$ | 1,163,076        |
| 2024       |    | 18,972           |    | 9,454           |    | 28,426           |
| 2025       |    | 20,455           |    | 7,971           |    | 28,426           |
| 2026       |    | 20,053           |    | 8,373           |    | 28,426           |
| 2027       |    | 23,777           |    | 4,649           |    | 28,426           |
| Thereafter |    | <u>4,748,166</u> |    | <u>30,903</u>   |    | <u>4,779,069</u> |
|            | \$ | <u>5,951,513</u> | \$ | <u>104,336</u>  | \$ | <u>6,055,849</u> |

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**NOTE L - LONG-TERM DEBT – Discretely Presented Component Units:**

Notes and mortgages payable for the discrete component units are presented in detail in their respected audit reports. A summary of their balances as of December 31, 2021, is presented below:

|                                     | Balance<br><u>1/1/2021</u> | Net<br>Changes        | Balance<br><u>12/31/2021</u> | Current<br>Portion  |
|-------------------------------------|----------------------------|-----------------------|------------------------------|---------------------|
| Landsman Family, LLC                | \$ 15,732,895              | \$ (1,557,488)        | \$ 14,175,407                | \$ 45,760           |
| Vera Johnson B, LP                  | 5,365,768                  | 52,054                | 5,417,822                    | 40,568              |
| Biegger Estates, LLC                | 8,538,704                  | 198,054               | 8,736,758                    | 37,947              |
| Vera Johnson A Family, LLC          | 3,808,415                  | 171,360               | 3,979,775                    | -                   |
| Honolulu Street Family Housing, LLC | 8,428,578                  | 139,517               | 8,568,095                    | -                   |
| SRB Limited Partnership             | 8,478,130                  | (34,550)              | 8,443,580                    | 127,320             |
| Rose Gardens Senior, LP             | 12,138,668                 | (445,964)             | 11,692,704                   | 45,614              |
| Espinoza Terrace, LLC               | 20,500,656                 | (8,671,682)           | 11,828,974                   | 19,181              |
| Archie Grant Park, LLC              | 17,313,152                 | 3,015,688             | 20,328,840                   | 8,619,989           |
| Wardelle Street Townhouses, LLC     | <u>16,088,282</u>          | <u>2,634,725</u>      | <u>18,723,007</u>            | <u>-</u>            |
|                                     | <u>\$ 116,393,248</u>      | <u>\$ (4,498,286)</u> | <u>\$ 111,894,962</u>        | <u>\$ 8,936,379</u> |

**NOTE M - RESTRICTIONS AND DESIGNATION ON NET POSITION:**

The Authority has cash and cash equivalents restricted by grantors and lending agencies for specified programs. These funds are temporarily restricted until used for the program purpose for the time required by the grant or the program purpose as specified by the lender. The designation and restrictions on Net Position was for the following purposes at September 30, 2022:

|                                  | Primary<br><u>Government</u> | Component<br><u>Units</u> | <u>Total</u>        |
|----------------------------------|------------------------------|---------------------------|---------------------|
| Modernization                    | \$ 816,839                   | \$ -                      | \$ 816,839          |
| COCC                             | 5,065                        | -                         | 5,065               |
| HAP Voucher Equity               | 954,273                      | -                         | 954,273             |
| Mainstream Vouchers              | 517,993                      | -                         | 517,993             |
| Escrow Forfeiture Account        | 46,375                       | -                         | 46,375              |
| Emergency Housing Voucher Equity | 235,435                      | -                         | 235,435             |
| Reserves/Escrows                 | <u>-</u>                     | <u>5,538,248</u>          | <u>5,538,248</u>    |
|                                  | <u>\$ 2,575,980</u>          | <u>\$ 5,538,248</u>       | <u>\$ 8,114,228</u> |

**NOTE N - RISK MANAGEMENT:**

The Housing Board is exposed to various risks of losses related to torts; theft or, damage to, and destruction of assets; error and omissions; injuries to employees; and natural disasters. Claims liabilities are reported when it is probable that a loss has occurred, and the amount of that loss can be reasonably estimated. There were no claims more than commercial coverage during the previous three years. These losses include an estimate of claims that have been incurred but not reported. On September 30, 2022, there were no liabilities to be reported.

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**NOTE O - OPERATING LEASE:**

The Authority entered into a lease agreement on March 14, 2003, with the Resources for Community Development (RCD) to lease land to RCD until March 14, 2078. Total rental income under the lease agreement is \$1 per year for the entire term of the loan.

**NOTE P - DEFERRED INFLOW:**

The Deferred Inflow as of September 30, 2022, consists of the following items:

|   |                      |
|---|----------------------|
| Landsman Family, LLC - Ground Lease - Note F            | \$ 1,250,103         |
| Biegger Estates, LLC - Ground Lease - Note F            | 1,979,980            |
| Archie Grant Park, LLC - Ground Lease - Note F          | 2,968,453            |
| Wardelle Street Townhouses, LLC - Ground Lease - Note F | 1,685,149            |
| Espinoza Terrace, LLC - Ground Lease - Note F           | 940,602              |
| Wells Fargo - Interest Swap Agreement - Note K          | 245,846              |
| Accrued pension obligation - Note R                     | <u>2,342,182</u>     |
|   | <u>\$ 11,412,315</u> |

**NOTE Q - EMPLOYEES RETIREMENT PLAN:**

**Plan Description**

The Authority contributes to the State of Nevada Public Employees Retirement System (the System), a multi-employer, cost sharing defined benefit plan. The System was established in 1948 by the legislature and is governed by the Public Employees' Retirement Board, whose seven members are appointed by the Governor. The System is administered to provide a reasonable base income to qualified employees who have been employed by a public employer and whose earnings capacities have been removed or substantially impaired by age or disability.

**Benefits Provided**

Benefits, as required by the Nevada Revised Statutes (NRS or statute), are determined by the number of years of accredited service at time of retirement and the member's highest average compensation in any 36 consecutive months with special provisions for members entering the System on or after January 1, 2010. Benefit payments to which participants or their beneficiaries may be entitled under the plan include pension benefits, disability benefits, and survivor benefits.

Monthly benefit allowances for members are computed as 2.5% of average compensation for each accredited year of service prior to July 1, 2001. For service earned on and after July 1, 2001, this multiplier is 2.67% of average compensation. For members entering the System on or after January 1, 2010, there is a 2.5% multiplier. The System offers several alternatives to the unmodified service retirement allowance which, in general, allow the retired employee to accept a reduced service retirement allowance payable monthly during his or her lifetime and various optional monthly payments to a named beneficiary after his or her death. Post-retirement increases are provided by authority of NRS 286.575-.579.

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**NOTE Q - EMPLOYEES RETIREMENT PLAN: (Cont'd)**

**Contributions**

The Authority, for establishing and amending the obligation to make contributions and member contribution rates, is set by statute. New hires, in agencies which did not elect the Employer-Pay Contribution (EPC) plan prior to July 1, 1983, have the option of selecting one of two contribution plans. Contributions are shared equally by employer and employee. Employees can take a reduced salary and have contributions made by the employer (EPC) or can make contributions by a payroll deduction matched by the employer.

The System's basic funding policy provides for periodic contributions at a level pattern of cost as a percentage of salary throughout an employee's working lifetime in order to accumulate sufficient assets to pay benefits when due.

The System receives an actuarial valuation on an annual basis indicating the contribution rates required to fund the System on an actuarial reserve basis. Contributions actually made are in accordance with the required rates established by the Nevada Legislature. These statutory rates are increased/decreased pursuant to NRS 286.421 and 286.450.

The actuary funding method used is the Entry Age Normal Cost Method. It is intended to meet the funding objective and result in a relatively level long-term contributions requirement as a percentage of salary.

For the fiscal year ended June 30, 2022 the Statutory Employer/employee matching rate was 14.50% for Regular and the Employer-pay contribution (EPC) rate was 28.00%.

**Net Pension Liability**

The Authority's net pension liability (NPL) of \$34,309,492 was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The net pension liability is allocated among all employers which includes the State and participating agencies.

**Actuarial Assumptions**

|                            |  |                           |       |
|----------------------------|--|---------------------------|-------|
| Inflation rate             | 2.55%  | Investment rate of return | 7.25% |
| Payroll Growth             | 4.25%  | Productivity pay increase | 0.50% |
| Projected salary increases | Regular: 4.20% to 9.10%, depending on services, rates include inflation and productivity increases |                           |       |
| Other assumptions          | Same as those used in the June 30, 2022, funding actuarial valuation                               |                           |       |

**Actuarial Cost Method**

The Entry Age Normal actuarial funding method is used to determine costs. Under this funding method, the total employer contribution rate consists of two elements: the normal cost rate and the unfunded actuarial liability (UAL) rate.

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**NOTE Q - EMPLOYEES RETIREMENT PLAN: (Cont'd)**

The individual entry age normal method is used to determine liabilities. Under the individual entry age normal method, a normal cost rate is calculated for each employee. This rate is determined by taking the value, as of age at entry into the plan, of the member's projected future benefits, and dividing it by the value, also as of the member's entry age, of his or her expected future salary. The normal cost for each employee is the product of his or her pay and his or her normal cost rate. The normal cost for the group is the sum of the normal costs for all members.

Experience gains and losses, i.e. decreases or increases in liabilities and/or in assets when actual experience differs from the actuarial assumptions, affect the unfunded actuarial accrued liability.

**Asset Valuation Method**

The actuarial valuation employs a technique for determining the actuarial value of assets which dampens the swing in the market value. The specific technique adopted in this valuation is a 5-year smoothed market.

**Amortization**

The net pension liability of the System is amortized over separate 30-year period amortization layers based on the valuations during which each separate layer previously established.

Significant actuarial assumptions employed by the actuary for funding purposes as of June 30, 2022 are as follows:

*Investment Rate of Return* – 7.25% per annum, compounded annually including 2.50% for inflation.

*Salary Increases, Merit and Inflation* – 4.20% to 9.10% per year.

*Mortality Rates* – For active members and non-disabled retirees, the RP2000 Tables projected forward to 2022 using Scale AA are used; for all recipients of disability benefits, the Revenue Ruling 96-7 Disabled Mortality Table for Males and Females is used.

The long-term expected rate of return on pension plan assets was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major class of assets. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the pension plan's target asset allocation as of June 30, 2022, are summarized in the following table.

| Asset Class          | Target Allocation | Long Term Expected Rate of Return |
|----------------------|-------------------|-----------------------------------|
| US Stocks            | 42%               | 5.50%                             |
| International Stocks | 18%               | 5.50%                             |
| US Bonds             | 28%               | 0.75%                             |
| Private Markets      | 12%               | 6.65%                             |

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**NOTE Q - EMPLOYEES RETIREMENT PLAN: (Cont'd)**

***Discount Rate***

The discount rate used to measure the collective total pension liability was 7.25% for 2022 for the System. The projection of cash flows used to determine the discount rate assumed that the plan member contributions will be made at the current contribution rate and that employer and non-employer entity contributions will be made at contractually required rates, actuarially determined. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The following presents the Authority's proportionate share of the net pension liability calculated using the discount rate of 7.25%, as well as what the Authority share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower (6.25 percent) or 1-percentage-point higher (8.25 percent) than the current rate:

|                             | 1.0% Decrease<br>(6.25%) | Current Discount<br>Rate (7.25%) | 1.0% Increase<br>(8.25%) |
|-----------------------------|--------------------------|----------------------------------|--------------------------|
| PERS' Net Pension Liability | \$ 52,676,294            | \$ 34,309,492                    | \$ 19,154,125            |

***Pension expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions***

For the year ended September 30, 2022, the Authority recognized pension expense/(income) of \$2,224,211. At September 30, 2022, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

|   | Deferred Outflows<br>of Resources | Deferred Inflows<br>of Resources |
|---|-----------------------------------|----------------------------------|
| Difference between actual and expected experience   | 4,442,512                         | 24,510                           |
| Changes in assumptions  | 4,407,293                         | -                                |
| Difference between projected and actual earnings on pension plan investments                              | 418,597                           | -                                |
| Changes in proportion differences between employer contributions and proportionate share of contributions | 415,195                           | 2,317,672                        |
| Difference between actual and expected contributions  | -                                 | -                                |
| Contributions paid subsequent to the measurement date   | 836,540                           | -                                |
| <b>Total</b>  | <b>10,520,137</b>                 | <b>2,342,182</b>                 |

The \$836,540 reported as deferred outflows of resources related to pensions resulting from the Authority contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended September 30, 2022.



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**NOTE Q - EMPLOYEES RETIREMENT PLAN: (Cont'd)**

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

| Year Ended June 30: | Amount<br>recognized in<br>Pension Expense<br>as an increase or<br>(decrease) to<br>Pension Expense |
|---------------------|---|
| 2024                | \$ 1,164,081  |
| 2025                | \$ 1,104,783  |
| 2026                | \$ 986,388  |
| 2027                | \$ 3,816,587  |
| 2028                | \$ 1,106,115  |
| thereafter          | \$ -  |

**Additional Financial and Actuarial Information**

Additional financial and actuarial information with respect to the System can be found in the Nevada PERS' 2022 Comprehensive Annual Financial Report available online at [www.nvpers.org](http://www.nvpers.org) or by contacting the System at (775) 687-4200.

**NOTE R - IMPAIRMENT OF CAPITAL ASSETS:**

GASB Statement No. 42, *Accounting and Financial Reporting for Impairment of Capital Assets and for Insurance Recoveries*, establishes accounting and financial reporting standards for impairment of capital assets. Under the provisions of the statement, prominent events or changes in circumstances affecting capital assets are required to be evaluated to determine whether impairment of a capital asset has occurred. Impaired capital assets that will no longer be used should be reported at the lower of carrying value or fair value. Impairment of capital assets with physical damage generally should be measured using the restoration cost approach, which uses the estimated cost to restore the capital asset to identify the portion of the historical cost of the capital asset that should be written-off. No such impairment loss was incurred during the current year.

**NOTE S - ECONOMIC DEPENDENCY:**

The Housing Board received approximately 88% of its revenue from HUD. If the amount of revenue received from HUD falls below critical levels, The Housing Board's operating reserves could be adversely affected. Both the Housing Board Owned Housing Program and the Section 8 Program are economically dependent on annual contributions and grants from HUD.

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**NOTE T - PRIOR PERIOD ADJUSTMENTS:**

During the current fiscal year, the Authority recorded prior period adjustments totaling (\$5,605,346). Of this amount, \$46,944 was recorded in Business Activities for the implementation of GASB 87, Leases, to include the rental lease described in Note F. The remaining (\$5,652,290) was recorded in Public Housing and was due to the restatement of a Deferred Inflow that was part of a ground lease for Archie Grant Park, LLC, Wardelle Street Townhouses, LLC and Espinoza Terrace, LLC, which were previously recognized at the projects' respective closings.

**NOTE U - COMMITMENTS & CONTINGENCIES:**

The Authority is exposed to various risks of losses related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. Claims liabilities are reported when it is probably that a loss has occurred and the amount of that loss can be reasonably estimated. At September 30, 2022, there were no contingent liabilities to be reported. The entity is subject to possible examinations made by federal regulators who determine compliance with terms, conditions, laws and regulations governing grants given to the entity in the current and prior years. These examinations may result in required refunds by the entity to federal grantors and/or program beneficiaries. There were no examinations conducted during the current year.

**NOTE V - SUBSEQUENT EVENTS:**

Events that occur after the statement of net position date but before the financial statements were available to be issued must be evaluated for recognition or disclosure. The effects of subsequent events that provide evidence about conditions that existed at the statement of net position are recognized in the accompanying financial statements. Subsequent events which provide evidence about conditions that existed after the statement of net position date require disclosure in the accompanying notes. Management evaluated the activity of the SNVRHA through June 7, 2023 (the date the financial statements were available to be issued) and concluded that there are no additional disclosures needed at this time. Additional items for consideration follow:

James Down Towers & Hullum Homes are two tax credit properties that are currently in the process of converting into RAD properties. Full conversion is expected during the fiscal year 2023. Costs that have been incurred during the current fiscal year are included in the Business Activities program and are included in accounts receivable from the tax credit entities. A construction commitment of \$36,900,000 exists for the James Down Towers rehabilitation.

**NOTE W - PARTNERSHIP CAPITAL CONTRIBUTIONS:**

The Discretely Presented Component Unit had a partnership capital contribution of \$9,536,486 during this fiscal year end as noted in the financials.

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**NOTE X - DISCRETE COMPONENT UNITS CONDENSED FINANCIALS:**

The Authority has several discretely presented component units, as described in Note A, 4, whose condensed financials follow:

| Discrete Component Units - Combining Schedule           |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
|---|-------------------------|----------------------|----------------------|-------------------------------|----------------------|----------------------------|---|--------------------------|---------------------------|---------------------------------------|-----------------------|
| NET POSITION ACCOUNTS                                   |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| December 31, 2021                                       |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| Account Description                                     | Landsman<br>Family, LLC | Vera Johnson B, LP   | Biegger Estates, LLC | Vera Johnson A<br>Family, LLC | SRB, LP              | Rose Gardens<br>Senior, LP | Honolulu<br>Street Family<br>Housing, LLC | Espinoza<br>Terrace, LLC | Archie Grant<br>Park, LLC | Wardelle<br>Street<br>Townhouses, LLC | TOTAL                 |
| <b>ASSETS:</b>  |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| <b>CURRENT ASSETS:</b>                                  |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| <b>Cash:</b>  |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| Cash - unrestricted                                     | \$ 33,809               | \$ 253,635           | \$ 797,275           | \$ 508,857                    | \$ 11,780            | \$ 591,310                 | \$ 36,055                                 | \$ 515,316               | \$ 314,346                | \$ 206,474                            | \$ 3,258,857          |
| Cash - other restricted                                 | 915,212                 | 562,436              | 658,176              | 288,881                       | 1,177,231            | 591,769                    | 571,146                                   | 764,763                  | 8,634                     | 0                                     | 5,538,248             |
| Cash - tenant security deposits                         | 29,054                  | 49,949               | 49,766               | 17,940                        | 45,133               | 27,050                     | 14,389                                    | 23,450                   | 22,676                    | 13,800                                | 253,207               |
| Cash - restricted for payment of current liabilities    | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| <b>Total Cash</b>                                       | <b>978,075</b>          | <b>866,020</b>       | <b>1,505,217</b>     | <b>815,678</b>                | <b>1,234,144</b>     | <b>1,210,129</b>           | <b>621,590</b>                            | <b>1,303,529</b>         | <b>345,656</b>            | <b>220,274</b>                        | <b>9,100,312</b>      |
| <b>Accounts and notes receivables:</b>                  |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| Accounts receivable - tenants rents                     | 30,695                  | 10,297               | 37,951               | 51,354                        | 3,306                | 8,040                      | 42,587                                    | 35,119                   | 52,608                    | 62,455                                | 334,412               |
| Allowance for doubtful accounts - tenants               | (26,000)                | 0                    | (30,000)             | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | (56,000)              |
| <b>Total receivables - net</b>                          | <b>4,695</b>            | <b>10,297</b>        | <b>7,951</b>         | <b>51,354</b>                 | <b>3,306</b>         | <b>8,040</b>               | <b>42,587</b>                             | <b>35,119</b>            | <b>52,608</b>             | <b>62,455</b>                         | <b>278,412</b>        |
| <b>Current investments:</b>                             |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| Prepaid expenses and other assets                       | 75,304                  | 8,353                | 798                  | 21,368                        | 73,326               | 7,404                      | 54,807                                    | 27,436                   | 60,194                    | 510                                   | 329,500               |
| <b>TOTAL CURRENT ASSETS</b>                             | <b>1,058,074</b>        | <b>884,670</b>       | <b>1,513,966</b>     | <b>888,400</b>                | <b>1,310,776</b>     | <b>1,225,573</b>           | <b>718,984</b>                            | <b>1,366,084</b>         | <b>458,458</b>            | <b>283,739</b>                        | <b>9,708,224</b>      |
| <b>NONCURRENT ASSETS:</b>                               |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| <b>Capital Assets:</b>                                  |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| Land  | 2,122                   | 764,367              | 85,380               | 0                             | 17,984               | 695,000                    | 0   | 594,593                  | 2,010,600                 | 247,735                               | 4,417,781             |
| Buildings   | 15,195,495              | 12,135,673           | 12,584,825           | 8,689,884                     | 21,673,129           | 17,146,164                 | 4,152,134                                 | 14,951,246               | 15,653,986                | 15,816,674                            | 137,999,210           |
| Furniture & equipment - dwellings                       | 320,045                 | 0                    | 85,650               | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 405,695               |
| Furniture & equipment - admin                           | 0                       | 740,840              | 730,081              | 1,559,640                     | 0                    | 1,047,744                  | 639,775                                   | 1,874,309                | 1,841,506                 | 918,929                               | 9,352,824             |
| Leasehold improvements                                  | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| Accumulated depreciation                                | (4,781,987)             | (2,761,375)          | (2,393,012)          | (1,692,870)                   | (9,291,564)          | (1,823,705)                | (3,513,633)                               | (1,721,606)              | (888,324)                 | (603,764)                             | (29,471,840)          |
| Construction in process                                 | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| Infrastructure  | 5,032,157               | 1,956,029            | 1,684,445            | 1,123,258                     | 2,663,586            | 1,529,216                  | 0   | 2,488,309                | 0                         | 2,474,669                             | 18,951,669            |
| <b>Total capital assets - net</b>                       | <b>15,767,832</b>       | <b>12,835,534</b>    | <b>12,777,369</b>    | <b>9,679,912</b>              | <b>15,063,135</b>    | <b>18,594,419</b>          | <b>1,278,276</b>                          | <b>18,186,851</b>        | <b>18,617,768</b>         | <b>18,854,243</b>                     | <b>141,655,339</b>    |
| Other assets  | 1,292,141               | 62,133               | 2,043,752            | 56,239                        | 11,238               | 74,964                     | 0   | 1,038,203                | 3,081,142                 | 1,793,323                             | 9,453,135             |
| <b>TOTAL NONCURRENT ASSETS</b>                          | <b>17,059,973</b>       | <b>12,897,667</b>    | <b>14,821,121</b>    | <b>9,736,151</b>              | <b>15,074,373</b>    | <b>18,669,383</b>          | <b>1,278,276</b>                          | <b>19,225,054</b>        | <b>21,698,910</b>         | <b>20,647,566</b>                     | <b>151,108,474</b>    |
| <b>DEFERRED OUTFLOW OF RESOURCES</b>                    | <b>0</b>                | <b>0</b>             | <b>0</b>             | <b>0</b>                      | <b>0</b>             | <b>0</b>                   | <b>0</b>                                  | <b>0</b>                 | <b>0</b>                  | <b>0</b>                              | <b>0</b>              |
| <b>TOTAL ASSETS &amp; DEFERRED OUTFLOW OF RESOURCES</b> | <b>\$ 18,118,047</b>    | <b>\$ 13,782,337</b> | <b>\$ 16,335,087</b> | <b>\$ 10,624,551</b>          | <b>\$ 16,385,149</b> | <b>\$ 19,894,956</b>       | <b>\$ 1,997,260</b>                       | <b>\$ 20,591,138</b>     | <b>\$ 22,157,368</b>      | <b>\$ 20,930,805</b>                  | <b>\$ 160,816,698</b> |

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**NOTE X - DISCRETE COMPONENT UNITS CONDENSED FINANCIALS: (Cont'd)**

| Discrete Component Units - Combining Schedule                 |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
|---|-------------------------|----------------------|----------------------|-------------------------------|----------------------|----------------------------|---|--------------------------|---------------------------|---------------------------------------|-----------------------|
| NET POSITION ACCOUNTS   |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| December 31, 2021   |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| Account Description   | Landsman<br>Family, LLC | Vera Johnson B, LP   | Biegger Estates, LLC | Vera Johnson A<br>Family, LLC | SRB, LP              | Rose Gardens<br>Senior, LP | Honolulu<br>Street Family<br>Housing, LLC | Espinoza<br>Terrace, LLC | Archie Grant<br>Park, LLC | Wardelle<br>Street<br>Townhouses, LLC | TOTAL                 |
| <b>LIABILITIES AND NET POSITION:</b>                          |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| <b>LIABILITIES:</b>   |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| <b>CURRENT LIABILITIES:</b>                                   |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| Cash overdraft  | \$ 0                    | \$ 0                 | \$ 0                 | \$ 0                          | \$ 0                 | \$ 0                       | \$ 0                                      | \$ 0                     | \$ 0                      | \$ 0                                  | \$ 0                  |
| Accounts payable <= 90 days                                   | 56,307                  | 16,478               | 16,422               | 12,421                        | 106,804              | 28,468                     | 40,928                                    | 21,596                   | 18,549                    | 5,175                                 | 323,148               |
| Accounts payable > 90 days                                    | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| Accrued salaries/payroll withholding                          | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| Accrued compensated absences - current                        | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| Accrued contingency liability                                 | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| Accrued interest payable                                      | 0                       | 8,968                | 9,755                | 0                             | 17,559               | 27,898                     | 0   | 118,095                  | 646,702                   | 70,552                                | 899,529               |
| Accounts payable - HUD PHA programs                           | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| Accounts payable - PHA projects                               | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| Accounts payable - other gov.                                 | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| Tenant security deposits                                      | 29,054                  | 49,949               | 49,766               | 17,940                        | 41,359               | 27,050                     | 14,389                                    | 23,450                   | 22,676                    | 13,800                                | 289,433               |
| Unearned revenue  | 17,308                  | 9,903                | 8,598                | 15,678                        | 35,354               | 4,574                      | 0   | 5,317                    | 10,539                    | 13,470                                | 120,741               |
| Current portion of L-T debt - capital projects                | 45,760                  | 40,568               | 37,947               | 0                             | 127,320              | 45,614                     | 0   | 19,181                   | 8,619,989                 | 0                                     | 8,936,379             |
| Current portion of L-T debt - operating borrowings            | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| Other current liabilities                                     | 14,541                  | 0                    | 0                    | 9,000                         | 0                    | 0                          | 0   | 6,000                    | 264,849                   | 765,175                               | 1,059,665             |
| Accrued liabilities - other                                   | 266,775                 | 52,167               | 95,358               | 0                             | 7,140                | 0                          | 60,092                                    | 1,072,811                | 1,006,717                 | 1,146,721                             | 3,707,781             |
| Interprogram (due to)   | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| Loan liability - current                                      | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| <b>TOTAL CURRENT LIABILITIES</b>                              | <b>429,845</b>          | <b>178,033</b>       | <b>217,846</b>       | <b>55,039</b>                 | <b>335,536</b>       | <b>133,604</b>             | <b>115,409</b>                            | <b>1,266,450</b>         | <b>10,590,021</b>         | <b>2,014,893</b>                      | <b>15,336,676</b>     |
| <b>NONCURRENT LIABILITIES:</b>                                |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| Long-term debt, net of current - capital projects             | 14,129,647              | 5,377,254            | 8,698,811            | 3,979,775                     | 8,316,260            | 11,647,090                 | 8,568,095                                 | 11,809,793               | 11,708,851                | 18,723,007                            | 102,958,583           |
| Long-term debt, net of current - operating borrowing          | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| Noncurrent liabilities - other                                | 2,644,486               | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 2,644,486             |
| Accrued comp. absences - long term                            | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| Loan liability - noncurrent                                   | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| FASB 5 liabilities  | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| Accrued pensions & OPEB liabilities                           | 0                       | 0                    | 0                    | 0                             | 0                    | 0                          | 0   | 0                        | 0                         | 0                                     | 0                     |
| <b>TOTAL NONCURRENT LIABILITIES</b>                           | <b>16,774,133</b>       | <b>5,377,254</b>     | <b>8,698,811</b>     | <b>3,979,775</b>              | <b>8,316,260</b>     | <b>11,647,090</b>          | <b>8,568,095</b>                          | <b>11,809,793</b>        | <b>11,708,851</b>         | <b>18,723,007</b>                     | <b>105,603,069</b>    |
| <b>TOTAL LIABILITIES</b>                                      | <b>17,203,978</b>       | <b>5,555,287</b>     | <b>8,916,657</b>     | <b>4,034,814</b>              | <b>8,651,796</b>     | <b>11,780,694</b>          | <b>8,683,504</b>                          | <b>13,076,243</b>        | <b>22,298,872</b>         | <b>20,737,900</b>                     | <b>120,939,745</b>    |
| <b>DEFERRED INFLOW OF RESOURCES</b>                           | <b>0</b>                | <b>0</b>             | <b>0</b>             | <b>0</b>                      | <b>0</b>             | <b>0</b>                   | <b>0</b>                                  | <b>0</b>                 | <b>0</b>                  | <b>0</b>                              | <b>0</b>              |
| <b>NET POSITION:</b>  |                         |                      |                      |                               |                      |                            |   |                          |                           |                                       |                       |
| Net Investment in Capital Assets                              | 1,592,425               | 7,417,712            | 4,040,611            | 5,700,137                     | 6,619,555            | 6,901,715                  | (7,289,819)                               | 6,357,877                | (1,711,072)               | 131,236                               | 29,760,377            |
| Restricted  | 915,212                 | 562,436              | 658,176              | 288,881                       | 1,177,231            | 591,769                    | 571,146                                   | 764,763                  | 8,634                     | 0                                     | 5,538,248             |
| Unrestricted  | (1,593,568)             | 246,902              | 2,719,643            | 600,719                       | (63,433)             | 620,778                    | 32,429                                    | 392,255                  | 1,560,934                 | 61,669                                | 4,578,328             |
| <b>TOTAL NET POSITION</b>                                     | <b>914,069</b>          | <b>8,227,050</b>     | <b>7,418,430</b>     | <b>6,589,737</b>              | <b>7,733,353</b>     | <b>8,114,262</b>           | <b>(6,686,244)</b>                        | <b>7,514,895</b>         | <b>(141,504)</b>          | <b>192,905</b>                        | <b>39,876,953</b>     |
| <b>TOTAL LIABILITIES, DEFERRED INFLOWS &amp; NET POSITION</b> | <b>\$ 18,118,047</b>    | <b>\$ 13,782,337</b> | <b>\$ 16,335,087</b> | <b>\$ 10,624,551</b>          | <b>\$ 16,385,149</b> | <b>\$ 19,894,956</b>       | <b>\$ 1,997,260</b>                       | <b>\$ 20,591,138</b>     | <b>\$ 22,157,368</b>      | <b>\$ 20,930,805</b>                  | <b>\$ 160,816,698</b> |

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
Las Vegas, Nevada

**NOTES TO FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2022**  
(Continued)

**NOTE X - DISCRETE COMPONENT UNITS CONDENSED FINANCIALS: (Cont'd)**

**Discrete Component Units - Combining Schedule**  
**REVENUES, EXPENSES, AND CHANGES IN NET POSITION ACCOUNTS**  
**FOR THE YEAR ENDED DECEMBER 31, 2021**

| Account Description                    | Landsman<br>Family, LLC | Vera Johnson B, LP  | Bigger Estates, LLC | Vera Johnson A<br>Family, LLC | SRB, LP             | Rose Gardens<br>Senior, LP | Honolulu<br>Street Family<br>Housing, LLC | Espinoza<br>Terrace, LLC | Archie Grant<br>Park, LLC | Wardelle<br>Street<br>Townhouses, LLC | TOTAL                |
|--|-------------------------|---------------------|---------------------|-------------------------------|---------------------|----------------------------|---|--------------------------|---------------------------|---------------------------------------|----------------------|
| <b>REVENUES:</b>                       |                         |                     |                     |                               |                     |                            |   |                          |                           |                                       |                      |
| Net tenant rental revenue              | \$ 797,376              | \$ 890,136          | \$ 802,054          | \$ 552,315                    | \$ 1,525,908        | \$ 1,338,369               | \$ 189,988                                | \$ 935,082               | \$ 955,468                | \$ 444,227                            | \$ 8,430,923         |
| Tenant revenue - other                 | 21,380                  | 0                   | 21,869              | 0                             | 0                   | 0                          | 0   | 0                        | 0                         | 895                                   | 44,144               |
| <b>Total tenant revenue</b>            | <b>818,756</b>          | <b>890,136</b>      | <b>823,923</b>      | <b>552,315</b>                | <b>1,525,908</b>    | <b>1,338,369</b>           | <b>189,988</b>                            | <b>935,082</b>           | <b>955,468</b>            | <b>445,122</b>                        | <b>8,475,067</b>     |
| Other revenue                          | 0                       | 73,283              | 0                   | 8,795                         | 31,292              | 11,708                     | 346,033                                   | 1,798                    | 3,687                     | 0                                     | 476,596              |
| Gain/(loss) on disposition             | 0                       | 0                   | 0                   | 0                             | 0                   | 0                          | 0   | 0                        | 0                         | 0                                     | 0                    |
| Investment income - restricted         | 157                     | 90                  | 4                   | 0                             | 584                 | 111                        | 26  | 4                        | 0                         | 0                                     | 976                  |
| <b>TOTAL REVENUES</b>                  | <b>\$ 818,913</b>       | <b>\$ 963,509</b>   | <b>\$ 823,927</b>   | <b>\$ 561,110</b>             | <b>\$ 1,557,784</b> | <b>\$ 1,350,188</b>        | <b>\$ 536,047</b>                         | <b>\$ 936,884</b>        | <b>\$ 959,155</b>         | <b>\$ 445,122</b>                     | <b>\$ 8,952,639</b>  |
| <b>EXPENSES:</b>                       |                         |                     |                     |                               |                     |                            |   |                          |                           |                                       |                      |
| Administrative Expense                 | 189,833                 | 214,003             | 201,592             | 90,402                        | 188,106             | 266,292                    | 197,974                                   | 158,013                  | 129,149                   | 190,249                               | 1,825,613            |
| Tenant Services                        | 0                       | 53,549              | 0                   | 0                             | 0                   | 1,994                      | 0   | 0                        | 0                         | 0                                     | 55,543               |
| Utilities Expense                      | 157,186                 | 74,549              | 94,589              | 84,504                        | 317,201             | 108,874                    | 111,472                                   | 81,047                   | 126,230                   | 46,040                                | 1,201,692            |
| Ordinary Maintenance & Operation       | 256,398                 | 249,658             | 250,713             | 218,371                       | 462,127             | 182,574                    | 201,983                                   | 344,227                  | 482,430                   | 83,030                                | 2,731,511            |
| Protective Services                    | 0                       | 0                   | 0                   | 0                             | 0                   | 0                          | 0   | 0                        | 0                         | 11,817                                | 11,817               |
| Insurance Premiums                     | 67,068                  | 40,093              | 112,701             | 27,466                        | 222,595             | 43,056                     | 64,611                                    | 21,219                   | 39,252                    | 0                                     | 638,061              |
| General Expenses                       | 114,342                 | 50,648              | 74,344              | 3,000                         | 7,500               | 27,068                     | 21,296                                    | 27,927                   | 65,611                    | 103,089                               | 494,825              |
| Financial Expenses                     | 547,063                 | 310,544             | 355,082             | 171,360                       | 376,101             | 328,855                    | 144,159                                   | 523,935                  | 518,122                   | 600,512                               | 3,875,733            |
| <b>TOTAL OPERATING EXPENSE</b>         | <b>1,331,890</b>        | <b>993,044</b>      | <b>1,089,021</b>    | <b>595,103</b>                | <b>1,573,630</b>    | <b>958,713</b>             | <b>741,495</b>                            | <b>1,156,368</b>         | <b>1,360,794</b>          | <b>1,034,737</b>                      | <b>10,834,795</b>    |
| <b>EXCESS OPERATING REVENUE</b>        | <b>(512,977)</b>        | <b>(29,535)</b>     | <b>(265,094)</b>    | <b>(33,993)</b>               | <b>(15,846)</b>     | <b>391,475</b>             | <b>(205,448)</b>                          | <b>(219,484)</b>         | <b>(401,639)</b>          | <b>(589,615)</b>                      | <b>(1,882,156)</b>   |
| Depreciation expense                   | 663,500                 | 470,696             | 480,417             | 434,980                       | 675,000             | 598,556                    | 57,356                                    | 693,760                  | 669,541                   | 577,726                               | 5,321,532            |
| Total Other Expenses                   | 663,500                 | 470,696             | 480,417             | 434,980                       | 675,000             | 598,556                    | 57,356                                    | 693,760                  | 669,541                   | 577,726                               | 5,321,532            |
| <b>TOTAL EXPENSES</b>                  | <b>\$ 1,995,390</b>     | <b>\$ 1,463,740</b> | <b>\$ 1,569,438</b> | <b>\$ 1,030,083</b>           | <b>\$ 2,248,630</b> | <b>\$ 1,557,269</b>        | <b>\$ 798,851</b>                         | <b>\$ 1,850,128</b>      | <b>\$ 2,030,335</b>       | <b>\$ 1,612,463</b>                   | <b>\$ 16,156,327</b> |
| Special items, net gain/loss           | 0                       | 0                   | 0                   | 0                             | 0                   | 0                          | 0   | 9,536,486                | 0                         | 0                                     | 9,536,486            |
| Total other financing sources (uses)   | 0                       | 0                   | 0                   | 0                             | 0                   | 0                          | 0   | 9,536,486                | 0                         | 0                                     | 9,536,486            |
| <b>EXCESS OF REVENUE OVER EXPENSES</b> | <b>\$ (1,176,477)</b>   | <b>\$ (500,231)</b> | <b>\$ (745,511)</b> | <b>\$ (468,973)</b>           | <b>\$ (690,846)</b> | <b>\$ (207,081)</b>        | <b>\$ (262,804)</b>                       | <b>\$ 8,623,242</b>      | <b>\$ (1,071,180)</b>     | <b>\$ (1,167,341)</b>                 | <b>\$ 2,332,798</b>  |
| Beginning Net Position                 | 2,090,546               | 8,727,281           | 8,163,941           | 7,058,710                     | 8,424,199           | 8,321,343                  | (6,423,440)                               | (1,108,347)              | 929,676                   | 1,360,246                             | 37,544,155           |
| Prior year adjustment                  | 0                       | 0                   | 0                   | 0                             | 0                   | 0                          | 0   | 0                        | 0                         | 0                                     | 0                    |
| <b>Ending Net Position</b>             | <b>\$ 914,069</b>       | <b>\$ 8,227,050</b> | <b>\$ 7,418,430</b> | <b>\$ 6,589,737</b>           | <b>\$ 7,733,353</b> | <b>\$ 8,114,262</b>        | <b>\$ (6,686,244)</b>                     | <b>\$ 7,514,895</b>      | <b>\$ (141,504)</b>       | <b>\$ 192,905</b>                     | <b>\$ 39,876,953</b> |

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
**Las Vegas, Nevada**

**SINGLE AUDIT SECTION**

**FISCAL YEAR ENDED SEPTEMBER 30, 2022**



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Commissioners  
Southern Nevada Regional Housing Authority  
Las Vegas, Nevada

San Francisco Regional Office  
Public Housing Division  
One Sansome Street, Suite 1200  
San Francisco, CA 94104

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Southern Nevada Regional Housing Authority, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the Southern Nevada Regional Housing Authority's basic financial statements, and have issued our report thereon dated June 7, 2023.

The Authority's basic financial statements include the operations of the Landsman Family, LLC, Vera Johnson B, LP, Biegger Estates, LLC, Vera Johnson A Family, LLC, SRB, LP, Rose Gardens Senior, LP, Honolulu Street, LLC, Espinoza Terrace, LLC, Archie Grant Park, LLC and Wardelle Street Townhouses, LLC which represent 44 percent of total consolidated assets and 5 percent of total revenues of the Southern Nevada Regional Housing Authority. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for Landsman Family, LLC, Vera Johnson B, LP, Biegger Estates, LLC, Vera Johnson A Family, LLC, SRB, LP, Rose Gardens Senior, LP, Honolulu Street, LLC, Espinoza Terrace, LLC, Archie Grant Park, LLC and Wardelle Street Townhouses, LLC is based solely on the report of the other auditors.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the Southern Nevada Regional Housing Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Southern Nevada Regional Housing Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Southern Nevada Regional Housing Authority's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Southern Nevada Regional Housing Authority's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

### **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the Southern Nevada Regional Housing Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Rector, Reeder & Lofton, PC*  
Certified Public Accountants

Loganville, Georgia  
June 7, 2023





**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY UNIFORM GUIDANCE**

Board of Commissioners  
Southern Nevada Regional Housing Authority  
Las Vegas, Nevada

San Francisco Regional Office  
Public Housing Division  
One Sansome Street, Suite 1200  
San Francisco, CA 94104

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited the Southern Nevada Regional Housing Authority's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Southern Nevada Regional Housing Authority's major federal programs for the year ended September 30, 2022. The Southern Nevada Regional Housing Authority's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2022.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with the auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of the Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the Authority's compliance with the compliance requirements referred to above.

***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to the Authority's federal programs.

***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the Authority's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect

material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error; as fraud may involve override of internal control. Non-compliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the Authority's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the Authority's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of the Authority's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate to those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

#### **Report on Internal Control Over Compliance**

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*Rector, Reeder & Lofton, PC*  
Certified Public Accountants

Loganville, Georgia  
June 7, 2023

**Southern Nevada Regional Housing Authority  
Las Vegas, Nevada  
STATUS OF PRIOR AUDIT FINDINGS**

The prior audit report for the period ended September 30, 2021, contained no formal audit findings.

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**

**Section I – Summary of Auditor’s Results:**

**Financial Statements**

|   |                      |
|---|----------------------|
| Type of report issued on the financial statements:                                | <b>Unmodified</b>    |
| Internal control over financial reporting:  |                      |
| Material weakness (es) identified?  | <b>No</b>            |
| Significant deficiency (ies) identified not considered to be material weaknesses? | <b>None reported</b> |
| Noncompliance material to the financial statements noted?                         | <b>No</b>            |

**Federal Awards**

|   |                      |
|---|----------------------|
| Internal controls over major programs:  |                      |
| Material weakness (es) identified?  | <b>No</b>            |
| Significant deficiency (ies) identified not considered to be material weaknesses? | <b>None reported</b> |

Type of report issued on the compliance for major programs: **Unmodified**

Any audit findings disclosed that are required to be reported in Accordance with Uniform Guidance? **No**

Identification of major programs:

|             |  |
|-------------|--|
| -ALN 14.871 | Section 8 Housing Choice Voucher Program (Cluster) |
| -ALN 14.879 | Mainstream Vouchers (Cluster)                      |
| -ALN 14.EHV | Emergency Housing Vouchers (Cluster)               |
| -ALN 14.850 | Public and Indian Housing                          |
| -ALN 14.872 | Public Housing Capital Fund Program                |

Dollar threshold used to distinguish between Type A and Type B programs: **\$3,000,000**

Did the Authority qualify as a low-risk auditee? **No**

**Section II – Financial Statement Findings:**

**Findings related to financial statements in accordance with GAGAS:**

NONE REPORTED

**Section III – Financial Statement Findings:**

**Findings and questioned costs for Federal Awards as defined in Section .510:**

NONE REPORTED

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
**Las Vegas, Nevada**

**SUPPLEMENTAL INFORMATION**

**FISCAL YEAR ENDED SEPTEMBER 30, 2022**

**Southern Nevada Regional Housing Authority  
Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY  
NET POSITION ACCOUNTS  
September 30, 2022**

| FDS Line # Account Description  | Public and<br>Indian Housing<br>14.850                 | Component<br>Unit<br>Discretely<br>Presented | Blended<br>Component<br>Unit | PIH Family<br>Self-Sufficiency<br>Program<br>14.896 | Business<br>Activities |
|---------------------------------|--|--|------------------------------|---|------------------------|
| <b>ASSETS:</b>                  |  |  |                              |   |                        |
| <b>CURRENT ASSETS:</b>          |  |  |                              |   |                        |
| Cash:                           |  |  |                              |   |                        |
| 111                             | Cash - unrestricted                                    | \$ 7,524,755                                 | \$ 3,268,857                 | \$ 4,249,735  | \$ 0                   |
| 112                             | Cash - restricted modernization & development          | 816,839                                      | 0                            | 0   | 0                      |
| 113                             | Cash - other restricted                                | 262,511                                      | 5,538,248                    | 0   | 32,193                 |
| 114                             | Cash - tenant security deposits                        | 492,190                                      | 293,207                      | 34,205  | 427,959                |
| 115                             | Cash - restricted for payment of current liabilities   | 0  | 0                            | 0   | 0                      |
| 100                             | <b>Total Cash</b>                                      | <b>9,096,295</b>                             | <b>9,100,312</b>             | <b>4,283,940</b>                                    | <b>460,152</b>         |
| Accounts and notes receivables: |  |  |                              |   |                        |
| 121                             | Accounts receivable - PHA projects                     | 0  | 0                            | 0   | 0                      |
| 122                             | Accounts receivable - HUD                              | 531,001                                      | 0                            | 0   | 97,786                 |
| 124                             | Accounts receivable - other government                 | 0  | 0                            | 0   | 0                      |
| 125                             | Accounts receivable - miscellaneous                    | 162,816                                      | 0                            | 4,147   | 1,806,953              |
| 126                             | Accounts receivable - tenants rents                    | 261,540                                      | 334,412                      | 54,522  | 153,903                |
| 126.1                           | Allowance for doubtful accounts - tenants              | (121,810)                                    | (56,000)                     | (43,369)  | (65,998)               |
| 126.2                           | Allowance for doubtful accounts - other                | (42,302)                                     | 0                            | (4,295)   | (50,615)               |
| 127                             | Notes receivable - current                             | 0  | 0                            | 0   | 0                      |
| 128                             | Fraud recovery   | 0  | 0                            | 0   | 0                      |
| 128.1                           | Allowance for doubtful accounts - fraud                | 0  | 0                            | 0   | 0                      |
| 129                             | Accrued interest receivable                            | 10,205                                       | 0                            | 0   | 147                    |
| 120                             | <b>Total receivables - net</b>                         | <b>801,450</b>                               | <b>278,412</b>               | <b>11,005</b>                                       | <b>97,786</b>          |
| Current investments:            |  |  |                              |   |                        |
| 131                             | Investments - unrestricted                             | 5,002,937                                    | 0                            | 0   | 148,921                |
| 132                             | Investments - restricted                               | 0  | 0                            | 0   | 0                      |
| 142                             | Prepaid expenses and other assets                      | 176,886                                      | 329,500                      | 3,038   | 49,889                 |
| 143                             | Inventories  | 432,162                                      | 0                            | 11,052  | 147,743                |
| 143.1                           | Allowance for obsolete inventories                     | 0  | 0                            | 0   | 0                      |
| 144                             | Interprogram due from                                  | 0  | 0                            | 0   | 0                      |
| 145                             | Assets held for sale                                   | 0  | 0                            | 0   | 0                      |
| 150                             | <b>TOTAL CURRENT ASSETS</b>                            | <b>15,509,730</b>                            | <b>9,708,224</b>             | <b>4,309,035</b>                                    | <b>97,786</b>          |
| <b>NONCURRENT ASSETS:</b>       |  |  |                              |   |                        |
| Capital Assets:                 |  |  |                              |   |                        |
| 161                             | Land   | 17,761,207                                   | 4,417,781                    | 0   | 3,008,759              |
| 162                             | Buildings  | 142,844,449                                  | 137,999,210                  | 13,600,905  | 49,418,856             |
| 163                             | Furniture & equipment - dwellings                      | 249,232                                      | 405,695                      | 0   | 37,928                 |
| 164                             | Furniture & equipment - admin                          | 1,526,080                                    | 9,352,824                    | 0   | 587,941                |
| 165                             | Leasehold improvements                                 | 16,816,280                                   | 0                            | 0   | 210,569                |
| 166                             | Accumulated depreciation                               | (132,857,773)                                | (29,471,840)                 | (1,813,454)   | (27,978,020)           |
| 167                             | Construction in process                                | 0  | 0                            | 0   | 0                      |
| 168                             | Infrastructure   | 3,431,176                                    | 18,951,669                   | 0   | 664,005                |
| 160                             | <b>Total capital assets - net</b>                      | <b>49,770,651</b>                            | <b>141,655,339</b>           | <b>11,787,451</b>                                   | <b>25,950,038</b>      |
| 171                             | Notes receivable - noncurrent                          | 46,215,924                                   | 0                            | 7,450,000   | 1,723,800              |
| 172                             | Notes receivable - noncurrent - past due               | 0  | 0                            | 0   | 0                      |
| 173                             | Grants receivable - noncurrent                         | 0  | 0                            | 0   | 0                      |
| 174                             | Other assets   | 5,417  | 9,453,135                    | 2,165,374   | 186,430                |
| 176                             | Investment in joint ventures                           | 0  | 0                            | 669,014   | 0                      |
| 180                             | <b>TOTAL NONCURRENT ASSETS</b>                         | <b>95,991,992</b>                            | <b>151,108,474</b>           | <b>22,071,839</b>                                   | <b>27,860,268</b>      |
| 200                             | DEFERRED OUFLOW OF RESOURCES                           | 3,492,697                                    | 0                            | 0   | 1,230,856              |
| 290                             | <b>TOTAL ASSETS &amp; DEFERRED OUFLOW OF RESOURCES</b> | <b>\$ 114,994,419</b>                        | <b>\$ 160,816,698</b>        | <b>\$ 26,380,874</b>                                | <b>\$ 97,786</b>       |
|                                 |  | <b>\$ 31,742,219</b>                         |                              |   |                        |

| Mainstream<br>Vouchers<br>14.879 | Section 8<br>Housing<br>Choice<br>Vouchers<br>14.871 | Resident<br>Opportunity<br>and Supportive<br>Services<br>14.870 | Emergency<br>Housing<br>Voucher<br>14.EHV | Escrow<br>Forfeiture<br>Account<br>14.EFA | Choice<br>Neighborhood<br>Planning Grants<br>14.892 | Central<br>Office<br>Cost Center | Elimination           | TOTAL                 |
|----------------------------------|--|---|---|---|---|----------------------------------|-----------------------|-----------------------|
| \$ 224,141                       | \$ 9,137,239   | \$ 0  | \$ 337,451                                | \$ 0                                      | \$ 0  | \$ 4,139,663                     | \$ 0                  | \$ 28,881,841         |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 816,839               |
| 520,758                          | 2,091,355  | 0   | 1,124,374                                 | 46,375                                    | 0   | 5,065                            | 0                     | 9,620,879             |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 1,247,561             |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 0                     |
| <u>744,899</u>                   | <u>11,228,594</u>                                    | <u>0</u>  | <u>1,461,825</u>                          | <u>46,375</u>                             | <u>0</u>  | <u>4,144,728</u>                 | <u>0</u>              | <u>40,567,120</u>     |
| 0                                | 549,182  | 0   | 0   | 0   | 0   | 0                                | 0                     | 549,182               |
| 0                                | 0  | 2,613   | 0   | 0   | 97,521  | 0                                | 0                     | 728,921               |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 0                     |
| 33,766                           | 577,518  | 0   | 8,029                                     | 0   | 0   | 405,602                          | 0                     | 2,998,831             |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 804,377               |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | (287,177)             |
| (32,731)                         | (479,658)  | 0   | (2,958)                                   | 0   | 0   | 0                                | 0                     | (612,559)             |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 0                     |
| 0                                | 78,994   | 0   | 0   | 0   | 0   | 0                                | 0                     | 78,994                |
| 0                                | (78,994)   | 0   | 0   | 0   | 0   | 0                                | 0                     | (78,994)              |
| 0                                | 4,468  | 0   | 0   | 0   | 0   | 0                                | 0                     | 14,820                |
| <u>1,035</u>                     | <u>651,510</u>                                       | <u>2,613</u>  | <u>5,071</u>                              | <u>0</u>                                  | <u>97,521</u>                                       | <u>405,602</u>                   | <u>0</u>              | <u>4,196,395</u>      |
| 0                                | 2,159,959  | 0   | 0   | 0   | 0   | 0                                | 0                     | 7,311,817             |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 0                     |
| 0                                | 42,989   | 0   | 0   | 0   | 0   | 42,487                           | 0                     | 644,789               |
| 0                                | 0  | 0   | 0   | 0   | 0   | 5,039                            | 0                     | 595,996               |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 0                     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 1,002,538                        | (1,002,538)           | 0                     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 0                     |
| <u>745,934</u>                   | <u>14,083,052</u>                                    | <u>2,613</u>  | <u>1,466,896</u>                          | <u>46,375</u>                             | <u>97,521</u>                                       | <u>5,600,394</u>                 | <u>(1,002,538)</u>    | <u>53,316,117</u>     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 215,819                          | 0                     | 25,403,566            |
| 0                                | 0  | 0   | 0   | 0   | 0   | 4,306,730                        | 0                     | 348,170,150           |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 692,855               |
| 0                                | 501,103  | 0   | 0   | 0   | 0   | 1,766,006                        | 0                     | 13,733,954            |
| 0                                | 1,238,468  | 0   | 0   | 0   | 0   | 64,658                           | 0                     | 18,329,975            |
| 0                                | (852,414)  | 0   | 0   | 0   | 0   | (5,772,631)                      | 0                     | (198,746,132)         |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 0                     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 23,046,850            |
| 0                                | 887,157  | 0   | 0   | 0   | 0   | 580,582                          | 0                     | 230,631,218           |
| 0                                | 332,759  | 0   | 0   | 0   | 0   | 0                                | 0                     | 55,722,483            |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 0                     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 0                     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 11,810,356            |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0                     | 669,014               |
| 0                                | 1,219,916  | 0   | 0   | 0   | 0   | 580,582                          | 0                     | 298,833,071           |
| 0                                | 3,250,713  | 0   | 0   | 0   | 0   | 2,545,871                        | 0                     | 10,520,137            |
| <u>\$ 745,934</u>                | <u>\$ 18,553,681</u>                                 | <u>\$ 2,613</u>   | <u>\$ 1,466,896</u>                       | <u>\$ 46,375</u>                          | <u>\$ 97,521</u>                                    | <u>\$ 8,726,847</u>              | <u>\$ (1,002,538)</u> | <u>\$ 362,669,325</u> |

Southern Nevada Regional Housing Authority  
Las Vegas, Nevada

FINANCIAL DATA SUBMISSION SUMMARY  
NET POSITION ACCOUNTS  
September 30, 2022

| FDS Line#                            | Account Description                                | Public and<br>Indian Housing<br>14.850 | Component<br>Unit<br>Discretely<br>Presented | Blended<br>Component<br>Unit | PIH Family<br>Self-Sufficiency<br>Program<br>14.896 | Business<br>Activities |
|--------------------------------------|--|--|--|------------------------------|---|------------------------|
| <b>LIABILITIES AND NET POSITION:</b> |  |  |  |                              |   |                        |
| <b>LIABILITIES:</b>                  |  |  |  |                              |   |                        |
| <b>CURRENT LIABILITIES:</b>          |  |  |  |                              |   |                        |
| 311                                  | Cash overdraft                                     | \$ 0                                   | \$ 0   | \$ 0                         | \$ 0  | \$ 0                   |
| 312                                  | Accounts payable <= 90 days                        | 830,306                                | 323,148                                      | 46,912                       | 0   | 752,575                |
| 313                                  | Accounts payable > 90 days                         | 0                                      | 0  | 0                            | 0   | 0                      |
| 321                                  | Accrued salaries/payroll withholding               | 540,601                                | 0  | 5,630                        | 13,854  | 34,592                 |
| 322                                  | Accrued compensated absences - current             | 0                                      | 0  | 0                            | 0   | 47,699                 |
| 324                                  | Accrued contingency liability                      | 0                                      | 0  | 0                            | 0   | 0                      |
| 325                                  | Accrued interest payable                           | 0                                      | 899,529                                      | 0                            | 0   | 0                      |
| 331                                  | Accounts payable - HUD PHA programs                | 0                                      | 0  | 0                            | 0   | 0                      |
| 332                                  | Accounts payable - PHA projects                    | 0                                      | 0  | 0                            | 0   | 0                      |
| 333                                  | Accounts payable - other gov.                      | 312,177                                | 0  | 0                            | 0   | 0                      |
| 341                                  | Tenant security deposits                           | 492,190                                | 289,433                                      | 34,205                       | 0   | 427,959                |
| 342                                  | Unearned revenue                                   | 8,112                                  | 120,741                                      | 27,318                       | 0   | 114,164                |
| 343                                  | Current portion of L-T debt - capital projects     | 0                                      | 8,936,379                                    | 0                            | 0   | 1,120,090              |
| 344                                  | Current portion of L-T debt - operating borrowings | 0                                      | 0  | 0                            | 0   | 0                      |
| 345                                  | Other current liabilities                          | 11,234                                 | 1,059,665                                    | 0                            | 0   | 100                    |
| 346                                  | Accrued liabilities - other                        | 0                                      | 3,707,781                                    | 0                            | 0   | 0                      |
| 347                                  | Interprogram (due to)                              | 210,791                                | 0  | 72,581                       | 83,932  | 537,713                |
| 348                                  | Loan Liability - current                           | 0                                      | 0  | 0                            | 0   | 0                      |
| 310                                  | <b>TOTAL CURRENT LIABILITIES</b>                   | <u>2,405,411</u>                       | <u>15,336,676</u>                            | <u>186,646</u>               | <u>97,786</u>                                       | <u>3,034,892</u>       |
| <b>NONCURRENT LIABILITIES:</b>       |  |  |  |                              |   |                        |
| 351                                  | Long-term debt, net of current - capital projects  | 0                                      | 102,958,583                                  | 0                            | 0   | 131,423                |
| 352                                  | Long-term debt, net of current - operating borrowi | 0                                      | 0  | 0                            | 0   | 0                      |
| 353                                  | Noncurrent liabilities - other                     | 262,511                                | 2,644,486                                    | 0                            | 0   | 0                      |
| 354                                  | Accrued comp. absences - long term                 | 534,019                                | 0  | 16,981                       | 0   | 170,559                |
| 355                                  | Loan liability - noncurrent                        | 1,000,000                              | 0  | 3,700,000                    | 0   | 0                      |
| 356                                  | FASB 5 liabilities                                 | 0                                      | 0  | 0                            | 0   | 0                      |
| 357                                  | Accrued pensions & OPEB liabilities                | 11,390,754                             | 0  | 0                            | 0   | 4,014,212              |
| 350                                  | <b>TOTAL NONCURRENT LIABILITIES</b>                | <u>13,187,284</u>                      | <u>105,603,069</u>                           | <u>3,716,981</u>             | <u>0</u>  | <u>4,316,194</u>       |
| 300                                  | <b>TOTAL LIABILITIES</b>                           | <u>15,592,695</u>                      | <u>120,939,745</u>                           | <u>3,903,627</u>             | <u>97,786</u>                                       | <u>7,351,086</u>       |
| 400                                  | DEFERRED INFLOW OF RESOURCES                       | <u>9,601,894</u>                       | <u>0</u>                                     | <u>0</u>                     | <u>0</u>  | <u>519,881</u>         |
| <b>NET POSITION:</b>                 |  |  |  |                              |   |                        |
| 508.4                                | Net Investment in Capital Assets                   | 49,770,651                             | 29,760,377                                   | 11,787,451                   | 0   | 24,698,525             |
| 511.4                                | Restricted   | 816,839                                | 5,538,248                                    | 0                            | 0   | 0                      |
| 512.4                                | Unrestricted                                       | 39,212,340                             | 4,578,328                                    | 10,689,796                   | 0   | (827,273)              |
| 513                                  | <b>TOTAL NET POSITION</b>                          | <u>89,799,830</u>                      | <u>39,876,953</u>                            | <u>22,477,247</u>            | <u>0</u>  | <u>23,871,252</u>      |
| 600                                  | <b>TOTAL LIABILITIES AND NET POSITION</b>          | <u>\$ 114,994,419</u>                  | <u>\$ 160,816,698</u>                        | <u>\$ 26,380,874</u>         | <u>\$ 97,786</u>                                    | <u>\$ 31,742,219</u>   |

| Mainstream Vouchers | Section 8 Housing Choice Vouchers | Resident Opportunity and Supportive Services | Emergency Housing Voucher | Escrow Forfeiture Account | Choice Neighborhood Planning Grants | Central Office Cost Center | Elimination           | TOTAL                 |
|---------------------|-----------------------------------|--|---------------------------|---------------------------|-------------------------------------|----------------------------|-----------------------|-----------------------|
| 14.879              | 14.871                            | 14.870                                       | 14.EHV                    | 14.EFA                    | 14.892                              |                            |                       |                       |
| \$ 0                | \$ 0                              | \$ 0   | \$ 0                      | \$ 0                      | \$ 0                                | \$ 0                       | \$ 0                  | \$ 0                  |
| 24,478              | 306,824                           | 1,461  | 6,002                     | 0                         | 0                                   | 108,270                    | 0                     | 2,399,976             |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 0                     |
| 0                   | 70,106                            | 1,152  | 0                         | 0                         | 0                                   | 82,672                     | 0                     | 748,607               |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 12,230                     | 0                     | 59,929                |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 0                     |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 899,529               |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 0                     |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 0                     |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 312,177               |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 1,243,787             |
| 0                   | 107                               | 0  | 888,939                   | 0                         | 0                                   | 0                          | 0                     | 1,159,381             |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 10,056,469            |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 0                     |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 1,070,999             |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 3,707,781             |
| 0                   | 0                                 | 0  | 0                         | 0                         | 97,521                              | 0                          | (1,002,538)           | 0                     |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 0                     |
| <u>24,478</u>       | <u>377,037</u>                    | <u>2,613</u>                                 | <u>894,941</u>            | <u>0</u>                  | <u>97,521</u>                       | <u>203,172</u>             | <u>(1,002,538)</u>    | <u>21,658,635</u>     |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 103,090,006           |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 0                     |
| 2,765               | 1,137,082                         | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 4,046,844             |
| 0                   | 342,148                           | 0  | 0                         | 0                         | 0                                   | 553,678                    | 0                     | 1,617,385             |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 4,700,000             |
| 0                   | 0                                 | 0  | 0                         | 0                         | 0                                   | 0                          | 0                     | 0                     |
| 0                   | 10,601,634                        | 0  | 0                         | 0                         | 0                                   | 8,302,892                  | 0                     | 34,309,492            |
| <u>2,765</u>        | <u>12,080,864</u>                 | <u>0</u>                                     | <u>0</u>                  | <u>0</u>                  | <u>0</u>                            | <u>8,856,570</u>           | <u>0</u>              | <u>147,763,727</u>    |
| <u>27,243</u>       | <u>12,457,901</u>                 | <u>2,613</u>                                 | <u>894,941</u>            | <u>0</u>                  | <u>97,521</u>                       | <u>9,059,742</u>           | <u>(1,002,538)</u>    | <u>169,422,362</u>    |
| 0                   | 723,734                           | 0  | 0                         | 0                         | 0                                   | 566,806                    | 0                     | 11,412,315            |
| 0                   | 887,157                           | 0  | 0                         | 0                         | 0                                   | 580,582                    | 0                     | 117,484,743           |
| 517,993             | 954,273                           | 0  | 235,435                   | 46,375                    | 0                                   | 5,065                      | 0                     | 8,114,228             |
| 200,698             | 3,530,616                         | 0  | 336,520                   | 0                         | 0                                   | (1,485,348)                | 0                     | 56,235,677            |
| <u>718,691</u>      | <u>5,372,046</u>                  | <u>0</u>                                     | <u>571,955</u>            | <u>46,375</u>             | <u>0</u>                            | <u>(899,701)</u>           | <u>0</u>              | <u>181,834,648</u>    |
| <u>\$ 745,934</u>   | <u>\$ 18,553,681</u>              | <u>\$ 2,613</u>                              | <u>\$ 1,466,896</u>       | <u>\$ 46,375</u>          | <u>\$ 97,521</u>                    | <u>\$ 8,726,847</u>        | <u>\$ (1,002,538)</u> | <u>\$ 362,669,325</u> |



**Southern Nevada Regional Housing Authority  
Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY  
REVENUES, EXPENSES, AND CHANGES IN NET POSITION ACCOUNTS  
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

| FDS Line#              | Account Description                               | Public and<br>Indian Housing<br>14.850 | Component<br>Unit<br>Discretely<br>Presented | Blended<br>Component<br>Unit | PIH Family<br>Self-Sufficiency<br>Program<br>14.896 | Business<br>Activities |
|------------------------|---|--|--|------------------------------|---|------------------------|
| <b>REVENUES:</b>       |   |  |  |                              |   |                        |
| 70300                  | Net tenant rental revenue                         | \$ 6,219,305                           | \$ 8,430,923                                 | \$ 1,453,068                 | \$ 0  | \$ 6,165,038           |
| 70400                  | Tenant revenue - other                            | 237,945                                | 44,144                                       | 3,011                        | 0   | 149,247                |
| 70500                  | Total tenant revenue                              | 6,457,250                              | 8,475,067                                    | 1,456,079                    | 0   | 6,314,285              |
| 70600                  | HUD PHA grants - operating                        | 14,010,798                             | 0  | 0                            | 778,289   | 0                      |
| 70610                  | HUD PHA grants - capital                          | 2,355,171                              | 0  | 0                            | 0   | 0                      |
| 70710                  | Management fee                                    | 0                                      | 0  | 0                            | 0   | 0                      |
| 70720                  | Asset management fee                              | 0                                      | 0  | 0                            | 0   | 0                      |
| 70730                  | Bookkeeping fee                                   | 0                                      | 0  | 0                            | 0   | 0                      |
| 70740                  | Front line service fee                            | 0                                      | 0  | 0                            | 0   | 0                      |
| 70750                  | Other fees  | 0                                      | 0  | 0                            | 0   | 0                      |
| 70700                  | Total fee revenue                                 | 0                                      | 0  | 0                            | 0   | 0                      |
| 70800                  | Other government grants                           | 0                                      | 0  | 0                            | 0   | 22,557                 |
| 71100                  | Investment income - unrestricted                  | 1,409                                  | 0  | 0                            | 0   | 7,533                  |
| 71200                  | Mortgage interest income                          | 785,042                                | 0  | 0                            | 0   | 0                      |
| 71300                  | Proceeds from disposition of assets held for sale | 0                                      | 0  | 0                            | 0   | 0                      |
| 71310                  | Cost of sales of assets                           | 0                                      | 0  | 0                            | 0   | 0                      |
| 71400                  | Fraud income                                      | 0                                      | 0  | 0                            | 0   | 0                      |
| 71500                  | Other revenue                                     | 1,116,557                              | 476,596                                      | 1,032,192                    | 0   | 1,311,247              |
| 71600                  | Gain/(loss) on disposition                        | 2,565                                  | 0  | 0                            | 0   | 0                      |
| 72000                  | Investment income - restricted                    | 0                                      | 976  | 0                            | 0   | 0                      |
| 70000                  | <b>TOTAL REVENUES</b>                             | <b>\$ 24,728,792</b>                   | <b>\$ 8,952,639</b>                          | <b>\$ 2,488,271</b>          | <b>\$ 778,289</b>                                   | <b>\$ 7,655,622</b>    |
| <b>EXPENSES:</b>       |   |  |  |                              |   |                        |
| <b>Administrative</b>  |   |  |  |                              |   |                        |
| 91100                  | Administrative salaries                           | \$ 1,176,302                           | \$ 576,196                                   | \$ 127,462                   | \$ 0  | \$ 789,646             |
| 91200                  | Auditing fees                                     | 47,179                                 | 73,734                                       | 0                            | 0   | 15,649                 |
| 91300                  | Management fees                                   | 2,002,832                              | 432,843                                      | 144,402                      | 0   | 529,119                |
| 91310                  | Bookkeeping fees                                  | 171,944                                | 0  | 0                            | 0   | 84,830                 |
| 91400                  | Advertising & marketing                           | 0                                      | 10,386                                       | 0                            | 0   | 0                      |
| 91500                  | Employee benefits - administrative                | 597,331                                | 53,369                                       | 69,693                       | 0   | 355,974                |
| 91600                  | Office expense                                    | 433,397                                | 107,200                                      | 41,274                       | 0   | 185,146                |
| 91700                  | Legal expense                                     | 50,958                                 | 141,079                                      | 0                            | 0   | 16,671                 |
| 91800                  | Travel expense                                    | 19,251                                 | 1,990  | 1,505                        | 0   | 18,109                 |
| 91810                  | Allocated overhead                                | 0                                      | 0  | 0                            | 0   | 0                      |
| 91900                  | Other operating - administrative                  | 2,711,173                              | 428,816                                      | 29,934                       | 0   | 215,861                |
| 91000                  | Total Administrative Expense                      | 7,210,367                              | 1,825,613                                    | 414,270                      | 0   | 2,211,005              |
| 92000                  | Asset management fee                              | 206,040                                | 0  | 0                            | 0   | 0                      |
| <b>Tenant Services</b> |   |  |  |                              |   |                        |
| 92100                  | Tenant services - salaries                        | 197,539                                | 0  | 30,799                       | 528,980   | 18,318                 |
| 92200                  | Relocation costs                                  | 0                                      | 0  | 0                            | 0   | 0                      |
| 92300                  | Employee benefits - tenant services               | 82,418                                 | 0  | 12,905                       | 226,552   | 7,918                  |
| 92400                  | Other tenant services                             | 93,896                                 | 55,543                                       | 364                          | 0   | 25,956                 |
| 92500                  | Total Tenant Services                             | 373,853                                | 55,543                                       | 44,068                       | 755,532   | 52,192                 |
| <b>Utilities</b>       |   |  |  |                              |   |                        |
| 93100                  | Water   | 809,894                                | 261,032                                      | 71,134                       | 0   | 332,433                |
| 93200                  | Electricity                                       | 425,562                                | 86,594                                       | 73,517                       | 0   | 127,231                |
| 93300                  | Gas   | 73,000                                 | 14,359                                       | 16,920                       | 0   | 6,559                  |
| 93400                  | Fuel  | 0                                      | 0  | 0                            | 0   | 0                      |
| 93500                  | Labor   | 0                                      | 0  | 0                            | 0   | 0                      |
| 93600                  | Sewer   | 464,535                                | 119,253                                      | 40,670                       | 0   | 287,964                |
| 93700                  | Employee benefits - utilities                     | 0                                      | 0  | 0                            | 0   | 0                      |
| 93800                  | Other utilities expense                           | 0                                      | 720,454                                      | 0                            | 0   | 0                      |
| 93000                  | Total Utilities Expense                           | 1,772,991                              | 1,201,692                                    | 202,241                      | 0   | 754,187                |

| Mainstream Vouchers<br>14.879 | Section 8 Housing Choice Vouchers<br>14.871 | Resident Opportunity and Supportive Services<br>14.870 | Emergency Housing Voucher<br>14.EHV | Escrow Forfeiture Account<br>14.EFA | Choice Neighborhood Planning Grants<br>14.892 | Central Office<br>Cost Center | Elimination    | TOTAL          |
|-------------------------------|---|--|-------------------------------------|-------------------------------------|---|-------------------------------|----------------|----------------|
| \$ 0                          | \$ 0  | \$ 0   | \$ 0                                | \$ 0                                | \$ 0  | \$ 0                          | \$ 0           | \$ 22,268,334  |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 434,347        |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 22,702,681     |
| 3,643,025                     | 134,657,650                                 | 60,674   | 1,265,263                           | 0                                   | 97,521  | 0                             | 0              | 154,513,220    |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 2,355,171      |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 5,093,338                     | (5,093,338)    | 0              |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 206,040                       | (206,040)      | 0              |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 1,316,094                     | (1,316,094)    | 0              |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 2,743,576                     | (2,743,576)    | 0              |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 0              |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 9,359,048                     | (9,359,048)    | 0              |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 22,557         |
| 0                             | 724   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 9,666          |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 785,042        |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 0              |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 0              |
| 0                             | 36,602                                      | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 36,602         |
| 0                             | 1,810,516                                   | 0  | 0                                   | 46,375                              | 0   | 222,930                       | 0              | 6,016,413      |
| 0                             | 10,308                                      | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 12,873         |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 976            |
| \$ 3,643,025                  | \$ 136,515,800                              | \$ 60,674  | \$ 1,265,263                        | \$ 46,375                           | \$ 97,521                                     | \$ 9,581,978                  | \$ (9,359,048) | \$ 186,455,201 |
| \$ 83,498                     | \$ 3,339,945                                | \$ 0   | \$ 55,636                           | \$ 0                                | \$ 0  | \$ 3,968,264                  | \$ 0           | \$ 10,116,949  |
| 0                             | 18,899                                      | 0  | 0                                   | 0                                   | 0   | 9,428                         | 0              | 164,889        |
| 95,061                        | 2,310,608                                   | 0  | 11,316                              | 0                                   | 0   | 0                             | (5,093,338)    | 432,843        |
| 25,665                        | 1,016,947                                   | 0  | 16,708                              | 0                                   | 0   | 0                             | (1,316,094)    | 0              |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 54,229                        | 0              | 64,615         |
| 34,936                        | 1,450,256                                   | 0  | 25,778                              | 0                                   | 0   | 1,711,203                     | 0              | 4,298,540      |
| 13,590                        | 630,702                                     | 4,779  | 9,059                               | 0                                   | 0   | 1,152,244                     | 0              | 2,577,391      |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 243,313                       | 0              | 452,021        |
| 0                             | 26,212                                      | 0  | 0                                   | 0                                   | 0   | 52,466                        | 0              | 119,533        |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 0              |
| 7,772                         | 428,154                                     | 0  | 5,181                               | 0                                   | 97,521  | 893,445                       | (2,743,576)    | 2,074,281      |
| 260,522                       | 9,221,723                                   | 4,779  | 123,678                             | 0                                   | 97,521  | 8,084,592                     | (9,153,008)    | 20,301,062     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | (206,040)      | 0              |
| 117                           | 50,444                                      | 39,461   | 0                                   | 0                                   | 0   | 371,909                       | 0              | 1,237,567      |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 0              |
| 0                             | 0   | 16,434   | 0                                   | 0                                   | 0   | 158,305                       | 0              | 504,532        |
| 0                             | 0   | 0  | 136,561                             | 0                                   | 0   | 6,457                         | 0              | 318,777        |
| 117                           | 50,444                                      | 55,895   | 136,561                             | 0                                   | 0   | 536,671                       | 0              | 2,060,876      |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 45,852                        | 0              | 1,520,345      |
| 0                             | 14,814                                      | 0  | 0                                   | 0                                   | 0   | 36,280                        | 0              | 763,998        |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 1,357                         | 0              | 112,195        |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 0              |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 0              |
| 0                             | 1,813                                       | 0  | 0                                   | 0                                   | 0   | 3,917                         | 0              | 918,152        |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 0              |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0              | 720,454        |
| 0                             | 16,627                                      | 0  | 0                                   | 0                                   | 0   | 87,406                        | 0              | 4,035,144      |

**Southern Nevada Regional Housing Authority  
Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY  
REVENUES, EXPENSES, AND CHANGES IN NET POSITION ACCOUNTS  
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

| FDS Line# | Account Description                        | Public and<br>Indian Housing<br>14.850 | Component<br>Unit<br>Discretely<br>Presented | Blended<br>Component<br>Unit | PIH Family<br>Self-Sufficiency<br>Program<br>14.896 | Business<br>Activities |
|-----------|--|--|--|------------------------------|---|------------------------|
|           | Ordinary Maintenance & Operation           |  |  |                              |   |                        |
| 94100     | Labor                                      | 2,354,909                              | 1,303,059                                    | 90,694                       | 0   | 829,545                |
| 94200     | Materials                                  | 862,214                                | 243,754                                      | 31,414                       | 0   | 315,781                |
| 94300     | Contracts                                  | 3,771,421                              | 1,149,686                                    | 188,004                      | 0   | 992,123                |
| 94300-010 | Garbage & trash removal contracts          | 380,888                                | 99,332                                       | 30,947                       | 0   | 173,479                |
| 94300-020 | Heating & cooling contracts                | 235,744                                | 11,948                                       | 0                            | 0   | 27,904                 |
| 94300-030 | Snow removal contracts                     | 0                                      | 0  | 0                            | 0   | 0                      |
| 94300-040 | Elevator maintenance contracts             | 24,274                                 | 11,827                                       | 20,149                       | 0   | 0                      |
| 94300-050 | Landscape & grounds contracts              | 441,416                                | 35,818                                       | 36,470                       | 0   | 197,993                |
| 94300-060 | Unit turnaround contracts                  | 0                                      | 74,580                                       | 0                            | 0   | 0                      |
| 94300-070 | Electrical contracts                       | 119,461                                | 5,383  | 338                          | 0   | 35,679                 |
| 94300-080 | Plumbing contracts                         | 602,455                                | 7,707  | 6,325                        | 0   | 150,292                |
| 94300-090 | Extermination contracts                    | 296,042                                | 12,547                                       | 9,821                        | 0   | 20,717                 |
| 94300-100 | Janitorial contracts                       | 251,963                                | 0  | 21,530                       | 0   | 55,654                 |
| 94300-110 | Routine maintenance contracts              | 981,469                                | 0  | 34,429                       | 0   | 283,229                |
| 94300-120 | Contract costs - other                     | 437,709                                | 890,544                                      | 27,995                       | 0   | 47,176                 |
| 94500     | Employee benefit contributions             | 1,027,094                              | 35,012                                       | 38,201                       | 0   | 357,293                |
| 94000     | Total Ordinary Maintenance & Operation     | <u>8,015,638</u>                       | <u>2,731,511</u>                             | <u>348,313</u>               | <u>0</u>  | <u>2,494,742</u>       |
|           | Protective Services                        |  |  |                              |   |                        |
| 95100     | Protective services - labor                | 0                                      | 0  | 0                            | 0   | 0                      |
| 95200     | Protective services - other contract costs | 0                                      | 0  | 0                            | 0   | 0                      |
| 95300     | Other protective services                  | 548,495                                | 11,817                                       | 79,475                       | 0   | 146,361                |
| 95500     | Employee benefits - protective services    | 0                                      | 0  | 0                            | 0   | 0                      |
| 95000     | Total Protective Services                  | <u>548,495</u>                         | <u>11,817</u>                                | <u>79,475</u>                | <u>0</u>  | <u>146,361</u>         |
|           | Insurance Premiums                         |  |  |                              |   |                        |
| 96110     | Property insurance                         | 389,518                                | 630,444                                      | 34,281                       | 0   | 209,223                |
| 96120     | Liability insurance                        | 147,406                                | 0  | 11,169                       | 0   | 57,279                 |
| 96130     | Workmen's compensation                     | 0                                      | 7,617  | 0                            | 0   | 0                      |
| 96140     | Insurance - other                          | 135,999                                | 0  | 2,930                        | 0   | 56,804                 |
| 96100     | Total Insurance Premiums                   | <u>672,923</u>                         | <u>638,061</u>                               | <u>48,380</u>                | <u>0</u>  | <u>323,306</u>         |
|           | General Expenses                           |  |  |                              |   |                        |
| 96200     | Other general expense                      | 1,233,790                              | 398,432                                      | 5,866                        | 0   | 492,895                |
| 96210     | Compensated absences                       | 121,166                                | 0  | 0                            | 22,757  | 109,363                |
| 96300     | Payments in lieu of taxes                  | 313,109                                | 62,267                                       | 0                            | 0   | 0                      |
| 96400     | Bad debt - tenant rents                    | 219,274                                | 34,126                                       | 28,822                       | 0   | 81,738                 |
| 96500     | Bad debt - mortgages                       | 0                                      | 0  | 0                            | 0   | 0                      |
| 96600     | Bad debt - other                           | 0                                      | 0  | 0                            | 0   | 0                      |
| 96800     | Severance expense                          | 0                                      | 0  | 0                            | 0   | 0                      |
| 96000     | Total General Expenses                     | <u>1,887,339</u>                       | <u>494,825</u>                               | <u>34,688</u>                | <u>22,757</u>                                       | <u>683,996</u>         |
|           | Financial Expenses                         |  |  |                              |   |                        |
| 96710     | Interest expense - mortgage payable        | 0                                      | 3,841,438                                    | 0                            | 0   | 2,080                  |
| 96720     | Interest expense - notes payable           | 0                                      | 0  | 0                            | 0   | 139,895                |
| 96730     | Amortization - issuance costs              | 0                                      | 34,295                                       | 0                            | 0   | 0                      |
| 96700     | Total Financial Expenses                   | <u>0</u>                               | <u>3,875,733</u>                             | <u>0</u>                     | <u>0</u>  | <u>141,975</u>         |
| 96900     | <b>TOTAL OPERATING EXPENSE</b>             | <u>20,687,646</u>                      | <u>10,834,795</u>                            | <u>1,171,435</u>             | <u>778,289</u>                                      | <u>6,807,764</u>       |
| 97000     | <b>EXCESS OPERATING REVENUE</b>            | <u>4,041,146</u>                       | <u>(1,882,156)</u>                           | <u>1,316,836</u>             | <u>0</u>  | <u>847,858</u>         |

| Mainstream<br>Vouchers<br>14.879 | Section 8<br>Housing<br>Choice<br>Vouchers<br>14.871 | Resident<br>Opportunity<br>and Supportive<br>Services<br>14.870 | Emergency<br>Housing<br>Voucher<br>14.EHV | Escrow<br>Forfeiture<br>Account<br>14.EFA | Choice<br>Neighborhood<br>Planning Grants<br>14.892 | Central<br>Office<br>Cost Center | Elimination | TOTAL       |
|----------------------------------|--|---|---|---|---|----------------------------------|-------------|-------------|
| 0                                | 2,645  | 0   | 0   | 0   | 0   | 22,016                           | 0           | 4,602,868   |
| 0                                | 17,597   | 0   | 0   | 0   | 0   | 64,224                           | 0           | 1,534,984   |
| 0                                | 41,999   | 0   | 0   | 0   | 0   | 128,620                          | 0           | 6,271,853   |
| 0                                | 0  | 0   | 0   | 0   | 0   | 22,939                           | 0           | 707,585     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 26,321                           | 0           | 301,917     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 0           |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 56,250      |
| 0                                | 0  | 0   | 0   | 0   | 0   | 6,661                            | 0           | 718,358     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 74,580      |
| 0                                | 0  | 0   | 0   | 0   | 0   | 3,168                            | 0           | 164,029     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 723                              | 0           | 767,502     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 780                              | 0           | 339,907     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 17,710                           | 0           | 346,857     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 34,697                           | 0           | 1,333,824   |
| 0                                | 41,999   | 0   | 0   | 0   | 0   | 15,621                           | 0           | 1,461,044   |
| 0                                | 981  | 0   | 0   | 0   | 0   | 9,701                            | 0           | 1,468,282   |
| 0                                | 63,222   | 0   | 0   | 0   | 0   | 224,561                          | 0           | 13,877,987  |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 0           |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 0           |
| 0                                | 67,402   | 0   | 0   | 0   | 0   | 17,706                           | 0           | 871,256     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 0           |
| 0                                | 67,402   | 0   | 0   | 0   | 0   | 17,706                           | 0           | 871,256     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 4,128                            | 0           | 1,267,594   |
| 0                                | 77,480   | 0   | 0   | 0   | 0   | 1,850                            | 0           | 295,184     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 7,617       |
| 0                                | 65,568   | 0   | 0   | 0   | 0   | 57,487                           | 0           | 318,788     |
| 0                                | 143,048  | 0   | 0   | 0   | 0   | 63,465                           | 0           | 1,889,183   |
| 1,835                            | 361,088  | 0   | 0   | 0   | 0   | 16,323                           | 0           | 2,510,229   |
| 0                                | 5,425  | 0   | 0   | 0   | 0   | 248,190                          | 0           | 506,901     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 375,376     |
| 34,207                           | 186,682  | 0   | 2,958                                     | 0   | 0   | 0                                | 0           | 587,807     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 0           |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 0           |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 0           |
| 36,042                           | 553,195  | 0   | 2,958                                     | 0   | 0   | 264,513                          | 0           | 3,980,313   |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 3,843,518   |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 139,895     |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 34,295      |
| 0                                | 0  | 0   | 0   | 0   | 0   | 0                                | 0           | 4,017,708   |
| 296,681                          | 10,115,661   | 60,674  | 263,197                                   | 0   | 97,521  | 9,278,914                        | (9,359,048) | 51,033,529  |
| 3,346,344                        | 126,400,139  | 0   | 1,002,066                                 | 46,375                                    | 0   | 303,064                          | 0           | 135,421,672 |

**Southern Nevada Regional Housing Authority  
Las Vegas, Nevada**

**FINANCIAL DATA SUBMISSION SUMMARY  
REVENUES, EXPENSES, AND CHANGES IN NET POSITION ACCOUNTS  
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

| FDS Line# | Account Description                         | Public and<br>Indian Housing<br>14.850 | Component<br>Unit<br>Discretely<br>Presented | Blended<br>Component<br>Unit | PIH Family<br>Self-Sufficiency<br>Program<br>14.896 | Business<br>Activities |
|-----------|---|--|--|------------------------------|---|------------------------|
|           | Other Expenses                              |  |  |                              |   |                        |
| 97100     | Extraordinary maintenance                   | 623,208                                | 0  | 84,555                       | 0   | 338,930                |
| 97200     | Casualty losses                             | 92,857                                 | 0  | 0                            | 0   | 0                      |
| 97300     | Housing assistance payments                 | 0                                      | 0  | 0                            | 0   | 0                      |
| 97350     | HAP portability-in                          | 0                                      | 0  | 0                            | 0   | 0                      |
| 97400     | Depreciation expense                        | 4,318,138                              | 5,321,532                                    | 906,727                      | 0   | 1,350,963              |
| 97500     | Fraud losses                                | 0                                      | 0  | 0                            | 0   | 0                      |
| 97600     | Capital outlays - governmental funds        | 0                                      | 0  | 0                            | 0   | 0                      |
| 97700     | Debt principal payment - gov't funds        | 0                                      | 0  | 0                            | 0   | 0                      |
| 97800     | Dwelling units rents expense                | 0                                      | 0  | 0                            | 0   | 0                      |
|           | Total Other Expenses                        | <u>5,034,203</u>                       | <u>5,321,532</u>                             | <u>991,282</u>               | <u>0</u>  | <u>1,689,893</u>       |
| 90000     | <b>TOTAL EXPENSES</b>                       | <b>\$ 25,721,849</b>                   | <b>\$ 16,156,327</b>                         | <b>\$ 2,162,717</b>          | <b>\$ 778,289</b>                                   | <b>\$ 8,497,657</b>    |
| 10010     | Operating transfer in                       | 0                                      | 0  | 0                            | 0   | 0                      |
| 10020     | Operating transfer out                      | 0                                      | 0  | 0                            | 0   | 0                      |
| 10030     | Operating transfers from/to primary gov't   | 0                                      | 0  | 0                            | 0   | 0                      |
| 10040     | Operating transfers from/to comp. unit      | 0                                      | 0  | 0                            | 0   | 0                      |
| 10050     | Proceeds from notes, loans & bonds          | 0                                      | 0  | 0                            | 0   | 0                      |
| 10060     | Proceeds from property sales                | 0                                      | 0  | 0                            | 0   | 0                      |
| 10070     | Extraordinary items, net gain/loss          | 0                                      | 0  | 0                            | 0   | 0                      |
| 10080     | Special items, net gain/loss                | 0                                      | 9,536,486                                    | 0                            | 0   | 0                      |
| 10091     | Inter project excess cash transfer in       | 4,032,812                              | 0  | 0                            | 0   | 0                      |
| 10092     | Inter project excess cash transfer out      | (4,032,812)                            | 0  | 0                            | 0   | 0                      |
| 10093     | Transfers between project & program - in    | 0                                      | 0  | 0                            | 0   | 0                      |
| 10094     | Transfers between project & program - out   | 0                                      | 0  | 0                            | 0   | 0                      |
| 10100     | Total other financing sources (uses)        | <u>0</u>                               | <u>9,536,486</u>                             | <u>0</u>                     | <u>0</u>  | <u>0</u>               |
| 10000     | <b>EXCESS OF REVENUE OVER EXPENSES</b>      | <b>\$ (993,057)</b>                    | <b>\$ 2,332,798</b>                          | <b>\$ 325,554</b>            | <b>\$ 0</b>   | <b>\$ (842,035)</b>    |
| 11020     | Required annual debt principal payment      | 0                                      | 886,441                                      | 0                            | 0   | 0                      |
| 11030     | Beginning Net Position                      | 96,445,177                             | 37,544,155                                   | 25,674,766                   | 0   | 21,143,270             |
| 11040-010 | Prior period adjustments                    | (5,652,290)                            | 0  | 0                            | 0   | 46,944                 |
| 11040-070 | Equity transfers                            | 0                                      | 0  | (3,523,073)                  | 0   | 3,523,073              |
| 11050     | Changes-compensated absence balance         | 0                                      | 0  | 0                            | 0   | 0                      |
| 11060     | Changes-contingent liability balance        | 0                                      | 0  | 0                            | 0   | 0                      |
| 11070     | Changes-unrec. pension transition liability | 0                                      | 0  | 0                            | 0   | 0                      |
| 11080     | Changes-doubtful accounts - dwelling rents  | 0                                      | 0  | 0                            | 0   | 0                      |
| 11090     | Changes-doubtful accounts - other           | 0                                      | 0  | 0                            | 0   | 0                      |
|           | Ending Net Position                         | <u>\$ 89,799,830</u>                   | <u>\$ 39,876,953</u>                         | <u>\$ 22,477,247</u>         | <u>\$ 0</u>   | <u>\$ 23,871,252</u>   |
| 11170     | Administrative fee equity                   | 0                                      | 0  | 0                            | 0   | 0                      |
| 11180     | Housing assistance payments equity          | 0                                      | 0  | 0                            | 0   | 0                      |
| 11190     | Units Available                             | 25,788                                 | 12,492                                       | 2,124                        | 0   | 12,084                 |
| 11210     | Units Leased                                | 24,762                                 | 12,241                                       | 1,936                        | 0   | 11,669                 |

| Mainstream Vouchers<br>14.879 | Section 8 Housing Choice Vouchers<br>14.871 | Resident Opportunity and Supportive Services<br>14.870 | Emergency Housing Voucher<br>14.EHV | Escrow Forfeiture Account<br>14.EFA | Choice Neighborhood Planning Grants<br>14.892 | Central Office<br>Cost Center | Elimination           | TOTAL                 |
|-------------------------------|---|--|-------------------------------------|-------------------------------------|---|-------------------------------|-----------------------|-----------------------|
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 1,375                         | 0                     | 1,048,068             |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 92,857                |
| 2,649,726                     | 123,926,549                                 | 0  | 2,324,860                           | 0                                   | 0   | 0                             | 0                     | 128,901,135           |
| 0                             | 1,567,463                                   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 1,567,463             |
| 0                             | 72,974                                      | 0  | 0                                   | 0                                   | 0   | 159,240                       | 0                     | 12,129,574            |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| <u>2,649,726</u>              | <u>125,566,986</u>                          | <u>0</u>   | <u>2,324,860</u>                    | <u>0</u>                            | <u>0</u>                                      | <u>160,615</u>                | <u>0</u>              | <u>143,739,097</u>    |
| \$ <u>2,946,407</u>           | \$ <u>135,682,647</u>                       | \$ <u>60,674</u>                                       | \$ <u>2,588,057</u>                 | \$ <u>0</u>                         | \$ <u>97,521</u>                              | \$ <u>9,439,529</u>           | \$ <u>(9,359,048)</u> | \$ <u>194,772,626</u> |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 9,536,486             |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | (4,032,812)           | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 4,032,812             | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| <u>0</u>                      | <u>0</u>                                    | <u>0</u>   | <u>0</u>                            | <u>0</u>                            | <u>0</u>                                      | <u>0</u>                      | <u>0</u>              | <u>9,536,486</u>      |
| \$ <u>696,618</u>             | \$ <u>833,153</u>                           | \$ <u>0</u>  | \$ <u>(1,322,794)</u>               | \$ <u>46,375</u>                    | \$ <u>0</u>                                   | \$ <u>142,449</u>             | \$ <u>0</u>           | \$ <u>1,219,061</u>   |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 886,441               |
| 22,073                        | 4,538,893                                   | 0  | 1,894,749                           | 0                                   | 0   | (1,042,150)                   | 0                     | 186,220,933           |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | (5,605,346)           |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| 0                             | 0   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 0                     |
| <u>0</u>                      | <u>0</u>                                    | <u>0</u>   | <u>0</u>                            | <u>0</u>                            | <u>0</u>                                      | <u>0</u>                      | <u>0</u>              | <u>0</u>              |
| \$ <u>718,691</u>             | \$ <u>5,372,046</u>                         | \$ <u>0</u>  | \$ <u>571,955</u>                   | \$ <u>46,375</u>                    | \$ <u>0</u>                                   | \$ <u>(899,701)</u>           | \$ <u>0</u>           | \$ <u>181,834,648</u> |
| 0                             | 4,417,773                                   | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 4,417,773             |
| 0                             | 954,273                                     | 0  | 0                                   | 0                                   | 0   | 0                             | 0                     | 954,273               |
| 3,576                         | 140,532                                     | 0  | 7,032                               | 0                                   | 0   | 0                             | 0                     | 203,628               |
| 3,422                         | 135,593                                     | 0  | 2,229                               | 0                                   | 0   | 0                             | 0                     | 191,852               |

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
Las Vegas, Nevada

**SCHEDULE OF EXPENDITURES OF FEDERAL FINANCIAL AWARDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2022**

|   | Type         | Assistance<br>Listing<br>Number | Expenditures                 |
|---|--------------|---------------------------------|------------------------------|
| <b><u>FEDERAL GRANTOR</u></b>                                     |              |                                 |                              |
| <b><u>U.S. DEPARTMENT OF HOUSING &amp; URBAN DEVELOPMENT:</u></b> |              |                                 |                              |
| <b>Public Housing:</b>  |              |                                 |                              |
| Public and Indian Housing   | A - Major    | 14.850                          | \$ 13,236,067                |
| Public Housing Capital Fund Program                               | A - Major    | 14.872                          | 3,129,902                    |
| Resident Opportunity and Supportive Services                      | B - Nonmajor | 14.870                          | 60,674                       |
| Choice Neighborhood Planning Grant                                | B - Nonmajor | 14.892                          | 97,521                       |
| <b>Section 8 Housing Assistance Program:</b>                      |              |                                 |                              |
| Section 8 Housing Choice Voucher (cluster)                        | A - Major    | 14.871                          | 134,657,650                  |
| Mainstream Vouchers (cluster)                                     | A - Major    | 14.879                          | 3,643,025                    |
| Emergency Housing Vouchers (cluster)                              | A - Major    | 14.EHV                          | 1,265,263                    |
| <b>Family Self Sufficiency - Combined Program:</b>                |              |                                 |                              |
| PIH Family Self-Sufficiency Program                               | B - Nonmajor | 14.896                          | <u>778,289</u>               |
| <b>TOTAL FEDERAL FINANCIAL AWARDS</b>                             |              |                                 | <b>\$ <u>156,868,391</u></b> |
| <b>Threshold for Type A &amp; Type B</b>                          |              |                                 | <b>\$ <u>3,000,000</u></b>   |

**SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY**  
Las Vegas, Nevada

**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2022**

**NOTE A - BASIS OF PRESENTATION:**

The accompanying schedule of expenditures of federal awards (the "Schedule") includes the federal award activity of the Authority under programs of the federal government for the year ended September 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Authority, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Authority.

**NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES:**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

**NOTE C - INDIRECT COST RATE:**

The Authority did not elect to use the 10% de minimis cost rate.

**NOTE D - SUBRECIPIENTS:**

The Authority provided no federal awards to subrecipients during the fiscal year ending September 30, 2022.

**NOTE E - DISCLOSURE OF OTHER FORMS OF ASSISTANCE:**

- The Authority received no federal awards of non-monetary assistance that are required to be disclosed for the year ended September 30, 2022.
- The Authority had no loans or loan guarantees to be disclosed as of September 30, 2022.
- There were no federally restricted endowment funds required to be disclosed for the fiscal year ended September 30, 2022.
- The Authority maintains the following limits of insurance as of September 30, 2022:

|                     |                |
|---------------------|----------------|
| Property            | \$ 386,680,651 |
| Equipment Breakdown | \$ 100,000,000 |
| Flood               | \$ 250,000     |
| Liability           | \$ 2,000,000   |
| Public Officials    | \$ 1,000,000   |
| Worker Compensation | Statutory      |
| Employee Practice   | \$ 1,000,000   |
| Auto Liability      | \$ 700,000     |

Settled claims have not exceeded the above limits over the past three years.



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TAB 19

TAB A

Capital Fund Program - Five-Year Action Plan

Status: Approved

Approval Date: 03/12/2024

Approved By: GREENE, TODD

| Part I: Summary                                       |                                       |                                   |   |                                   |   |                                   |
|---|---------------------------------------|-----------------------------------|---|-----------------------------------|---|-----------------------------------|
| PHA Name : Southern Nevada Regional Housing Authority |                                       |                                   | Locality (City/County & State)                |                                   |   |                                   |
| PHA Number: NV018                                     |                                       |                                   | <input type="checkbox"/> Original 5-Year Plan |                                   | <input checked="" type="checkbox"/> Revised 5-Year Plan (Revision No: ) |                                   |
| A.  | Development Number and Name           | Work Statement for<br>Year 1 2023 | Work Statement for<br>Year 2 2024             | Work Statement for<br>Year 3 2025 | Work Statement for<br>Year 4 2026                                       | Work Statement for<br>Year 5 2027 |
|   | AUTHORITY-WIDE                        | \$3,213,573.46                    | \$1,710,281.00                                | \$1,408,424.00                    | \$1,100,281.00  | \$1,739,842.40                    |
|   | JOHN W. SIMMONS MANOR (NV018013020)   | \$500,000.00                      |   | \$20,000.00                       | \$1,448,143.00  |                                   |
|   | SHERMAN GARDENS (NV018002312)         | \$1,743,214.40                    |   |                                   |   |                                   |
|   | HULLUM HOMES (NV018013007)            | \$16,139.00                       |   |                                   |   |                                   |
|   | FAMILY 3 (NV018002408)                | \$600,000.00                      |   |                                   |   | \$308,581.60                      |
|   | HARRY LEVY GARDENS (NV018002306)      | \$33,708.00                       |   |                                   | \$3,500,000.00  |                                   |
|   | AIDA BRENTS GARDENS (NV018002301)     | \$12,280.00                       | \$1,000,000.00                                | \$2,320,000.00                    |   |                                   |
|   | ARTHUR D. SARTINI PLAZA (NV018002303) | \$16,475.00                       | \$3,338,143.00                                |                                   |   |                                   |
|   | ELDERLY WEST 1 (NV018002402)          | \$30,513.12                       |   |                                   |   |                                   |
|   | JONES GARDENS (NV018013010)           | \$17,452.58                       |   |                                   |   |                                   |

Capital Fund Program - Five-Year Action Plan

Status: Approved

Approval Date: 03/12/2024

Approved By: GREENE, TODD

| Part I: Summary                                       |                                     |                                   |   |                                   |   |                                   |
|---|-------------------------------------|-----------------------------------|---|-----------------------------------|---|-----------------------------------|
| PHA Name : Southern Nevada Regional Housing Authority |                                     |                                   | Locality (City/County & State)                |                                   |   |                                   |
| PHA Number: NV018                                     |                                     |                                   | <input type="checkbox"/> Original 5-Year Plan |                                   | <input checked="" type="checkbox"/> Revised 5-Year Plan (Revision No: ) |                                   |
| A.  | Development Number and Name         | Work Statement for<br>Year 1 2023 | Work Statement for<br>Year 2 2024             | Work Statement for<br>Year 3 2025 | Work Statement for<br>Year 4 2026                                       | Work Statement for<br>Year 5 2027 |
|   | MARBLE MANOR (NV018002308)          | \$66,342.92                       |   |                                   |   |                                   |
|   | SHERMAN GARDENS ANNEX (NV018002309) | \$43,226.92                       |   |                                   |   |                                   |
|   | SCATTERED SITES (NV018002310)       | \$5,498.60                        |   |                                   |   |                                   |
|   | JOHN W. SIMMONS MANOR (NV018139999) |                                   |   | \$2,300,000.00                    |   |                                   |
|   | SHERMAN GARDENS ANNEX (NV01800206A) |                                   |   |                                   |   | \$2,000,000.00                    |
|   | SCHAFFER HEIGHTS (NV018013009)      |                                   |   |                                   |   | \$2,000,000.00                    |

Capital Fund Program - Five-Year Action Plan

| <b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b> |  |   |                 |                       |
|---|--|---|-----------------|-----------------------|
| <b>Work Statement for Year 1 2023</b>                                 |  |   |                 |                       |
| <b>Identifier</b>   | <b>Development Number/Name</b>   | <b>General Description of Major Work Categories</b>   | <b>Quantity</b> | <b>Estimated Cost</b> |
|   | AUTHORITY-WIDE (NAWASD)  |   |                 | \$3,213,573.46        |
| ID0101  | Training(Management Improvement (1408)-Staff Training)   | Training PHA wide   |                 | \$10,000.00           |
| ID0102  | Administration(Administration (1410)-Other,Administration (1410)-Salaries)   | PHA Administration  |                 | \$604,842.40          |
| ID0103  | Fees and Costs(Contract Administration (1480)-Other Fees and Costs)  | Construction Administration Services PHA Wide, A&E Design and Consulting Services PHA Wide  |                 | \$525,000.00          |
| ID0106  | IT System Upgrades PHA Wide(Management Improvement (1408)-Empowerment Activities,Management Improvement (1408)-Other,Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)  | Upgrades to systems, IT equipment and or software PHA wide  |                 | \$50,000.00           |
| ID0107  | Scattered Sites Interior and Exterior Upgrades(Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site | Various interior and exterior upgrades, HVAC, mechanical systems, landscaping and site work at various scattered sites AMP 310, 316 and 409 |                 | \$150,000.00          |

| Part II: Supporting Pages - Physical Needs Work Statements (s) |  |   |          |                |
|--|--|---|----------|----------------|
| Work Statement for Year 1 2023                                 |  |   |          |                |
| Identifier   | Development Number/Name  | General Description of Major Work Categories  | Quantity | Estimated Cost |
|  | (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains,Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances) |   |          |                |
| ID0108   | Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)   | Energy Star Appliances PHA Wide   |          | \$50,000.00    |
| ID0157   | Non-Dwelling Equipment(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)  | Miscellaneous equipment for maintenance use PHA wide  |          | \$50,000.00    |
| ID0158   | RAD Conversion/Mixed Finance, Tax Credit Projects(RAD Funds Pre Closing (1480),Dwelling Unit - Conversion (1480))  | Conversion of properties to RAD or a Mixed-Finance/Tax Credit deal including interior and exterior unit upgrades, mechanical, HVAC, Heating, Lighting and Landscaping upgrades for multiple properties PHA Wide |          | \$967,721.00   |
| ID0159   | Parking Lot and Exterior Upgrades PHA Wide(Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Curb and Gutter,Non-Dwelling Site Work (1480)-Dumpster and Enclosures,Non-Dwelling Site Work (1480)-Fence Painting,Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Landscape,Non-Dwelling Site Work (1480)-Lighting,Non-Dwelling Site Work (1480)-Signage,Non-Dwelling Site Work (1480)-Site Utilities)   | Parking lot and other exterior upgrades PHA Wide  |          | \$500,000.00   |
| ID0163   | Sidewalk and walkway repair/upgrades PHA Wide(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Pedestrian paving)   | Repair sidewalks and walkways housing authority wide  |          | \$300,000.00   |

Capital Fund Program - Five-Year Action Plan

| Part II: Supporting Pages - Physical Needs Work Statements (s) |   |   |          |                |
|--|---|---|----------|----------------|
| Work Statement for Year  |   | 1   | 2023     |                |
| Identifier   | Development Number/Name   | General Description of Major Work Categories  | Quantity | Estimated Cost |
| ID0179   | Marble Manor Annex Smoke/Carbon Monoxide Detectors(Dwelling Unit-Interior (1480)-Other)   | Purchase and installation of over 100 smoke/carbon monoxide detectors for Marble Manor Annex                      |          | \$6,010.06     |
|  | JOHN W. SIMMONS MANOR (NV018013020)   |   |          | \$500,000.00   |
| ID0104   | Simmons Manor Modernization and Energy Upgrades(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Playground Areas - Equipment,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water | Energy upgrades / modernization unit interiors, exteriors, mechanical systems, HVAC, site and landscaping AMP 406 |          | \$500,000.00   |



Capital Fund Program - Five-Year Action Plan

| Part II: Supporting Pages - Physical Needs Work Statements (s) |  |   |          |                |
|--|--|---|----------|----------------|
| Work Statement for Year  |  | 1   | 2023     |                |
| Identifier   | Development Number/Name  | General Description of Major Work Categories  | Quantity | Estimated Cost |
|  | SHERMAN GARDENS (NV018002312)  |   |          | \$1,743,214.40 |
| ID0105   | Sherman Gardens Modernization and Energy Upgrades(Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances) | Energy upgrades / modernization unit interiors, exteriors, mechanical systems, HVAC, site and landscaping AMP 408 |          | \$1,724,721.60 |
| ID0180   | Sherman Gardens Smoke Detectors(Dwelling Unit-Interior (1480)-Other)   | Purchase and installation of over 300 smoke/carbon monoxide detectors for Sherman Gardens                         |          | \$18,492.80    |

Capital Fund Program - Five-Year Action Plan

| <b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b> |  |  |                 |                       |
|---|--|--|-----------------|-----------------------|
| <b>Work Statement for Year</b>  |  |  |                 |                       |
| 1   | 2023   |  |                 |                       |
| <b>Identifier</b>   | <b>Development Number/Name</b>   | <b>General Description of Major Work Categories</b>  | <b>Quantity</b> | <b>Estimated Cost</b> |
|   | HULLUM HOMES (NV018013007)   |  |                 | \$16,139.00           |
| ID0151  | Hullum Homes RAD Closing(RAD (1503))   | Closing and sources for RAD Conversion of Hullum Homes   |                 | \$16,139.00           |
|   | FAMILY 3 (NV018002408)   |  |                 | \$600,000.00          |
| ID0153  | Villa Capri Interior and Exterior Upgrades AMP 408(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site | Various interior and exterior upgrades, HVAC, mechanical systems, landscaping and site work at Villa Capri AMP 408 |                 | \$600,000.00          |

| <b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b> |  |   |                 |                       |
|---|--|---|-----------------|-----------------------|
| <b>Work Statement for Year</b>  |  |   |                 |                       |
| 1   | 2023   |   |                 |                       |
| <b>Identifier</b>   | <b>Development Number/Name</b>   | <b>General Description of Major Work Categories</b>   | <b>Quantity</b> | <b>Estimated Cost</b> |
|   | (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains) |   |                 |                       |
|   | HARRY LEVY GARDENS (NV018002306)   |   |                 | \$33,708.00           |
| ID0173  | Harry Levy Gardens Security Cameras(Management Improvement (1408)-Security Improvements (not police or guard-non-physical))  | Purchase and installation of new security cameras and necessary equipment at Harry Levy Gardens |                 | \$33,708.00           |
|   | AIDA BRENTS GARDENS (NV018002301)  |   |                 | \$12,280.00           |
| ID0174  | Aida Brents Gardens Security Camera Installation(Management Improvement (1408)-Security Improvements (not police or guard-non-physical))   | Purchase and installation of security cameras at Aida Brents Gardens                            |                 | \$12,280.00           |
|   | ARTHUR D. SARTINI PLAZA (NV018002303)  |   |                 | \$16,475.00           |
| ID0175  | Sartini Plaza Security Cameras(Management Improvement (1408)-Security Improvements (not police or guard-non-physical))   | Purchase and installation of security cameras and equipment at Arthur Sartini Plaza             |                 | \$16,475.00           |

| <b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b> |  |  |                 |                       |
|---|--|--|-----------------|-----------------------|
| <b>Work Statement for Year</b>  |  |  |                 |                       |
| 1   |  | 2023   |                 |                       |
| <b>Identifier</b>   | <b>Development Number/Name</b>   | <b>General Description of Major Work Categories</b>  | <b>Quantity</b> | <b>Estimated Cost</b> |
|   | ELDERLY WEST 1 (NV018002402)   |  |                 | \$30,513.12           |
| ID0176  | Sartini Plaza and Sartini Annex Smoke Detectors(Dwelling Unit-Interior (1480)-Other) | Purchase and installation of over 500 smoke/carbon monoxide detectors at Sartini Plaza and Sartini Annex |                 | \$30,513.12           |
|   | JONES GARDENS (NV018013010)  |  |                 | \$17,452.58           |
| ID0177  | Jones Gardens Smoke Detectors(Dwelling Unit-Interior (1480)-Other)                   | Purchase and installation of over 80 smoke/carbon monoxide detectors at Jones Gardens                    |                 | \$17,452.58           |
|   | MARBLE MANOR (NV018002308)   |  |                 | \$66,342.92           |
| ID0178  | Marble Manor Smoke/Carbon Monoxide Detectors(Dwelling Unit-Interior (1480)-Other)    | Purchase and installation of over 1,100 smoke/carbon monoxide detectors at Marble Manor                  |                 | \$66,342.92           |
|   | SHERMAN GARDENS ANNEX (NV018002309)  |  |                 | \$43,226.92           |



Capital Fund Program - Five-Year Action Plan

| Part II: Supporting Pages - Physical Needs Work Statements (s) |   |   |          |                |
|--|---|---|----------|----------------|
| Work Statement for Year  |   | 2   | 2024     |                |
| Identifier   | Development Number/Name   | General Description of Major Work Categories  | Quantity | Estimated Cost |
|  | AUTHORITY-WIDE (NAWASD)   |   |          | \$1,710,281.00 |
| ID0123   | Training(Management Improvement (1408)-Staff Training)  | Training PHA wide   |          | \$10,000.00    |
| ID0124   | IT Systems Upgrades PHA Wide(Management Improvement (1408)-System Improvements)   | IT Systems, software, networks and device upgrades PHA wide   |          | \$50,000.00    |
| ID0125   | Administration(Administration (1410)-Other,Administration (1410)-Salaries)  | PHA Administration  |          | \$604,842.00   |
| ID0126   | Fees and Costs(Contract Administration (1480)-Other Fees and Costs)   | Construction Administration Services PHA Wide, A&E Design PHA Wide and Consulting Services PHA Wide |          | \$395,439.00   |
| ID0127   | Exterior Upgrades PHA Wide(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape, | Parking lot, landscaping, sidewalk and lighting upgrades PHA wide                                   |          | \$150,000.00   |

Capital Fund Program - Five-Year Action Plan

| Part II: Supporting Pages - Physical Needs Work Statements (s) |   |  |          |                |
|--|---|--|----------|----------------|
| Work Statement for Year  |   | 2024   |          |                |
| Identifier   | Development Number/Name   | General Description of Major Work Categories                                   | Quantity | Estimated Cost |
|  | Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Striping)   |  |          |                |
| ID0128   | Roofing repair/upgrades PHA Wide(Dwelling Unit-Exterior (1480)-Roofs)   | A portion of the cost to repair, replace or upgrade the roofs PHA wide         |          | \$150,000.00   |
| ID0129   | Scattered Sites Energy Upgrades / Modernization(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains,Dwelling Unit-Site Work (1480)-Other) | Energy upgrades / modernization of various scattered sites AMP 310, 316 or 409 |          | \$300,000.00   |

Capital Fund Program - Five-Year Action Plan

| <b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b> |   |  |                 |                       |
|---|---|--|-----------------|-----------------------|
| <b>Work Statement for Year</b> 2                                      |   | 2024   |                 |                       |
| <b>Identifier</b>   | <b>Development Number/Name</b>  | <b>General Description of Major Work Categories</b>  | <b>Quantity</b> | <b>Estimated Cost</b> |
| ID0132  | Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)  | Energy Star Appliances PHA Wide  |                 | \$50,000.00           |
|   | AIDA BRENTS GARDENS (NV018002301)   |  |                 | \$1,000,000.00        |
| ID0130  | Aida Brents Interior/Exterior Upgrades AMP 403(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Exterior (1480)-Exterior Doors)  | Painting, flooring, cabinets, counters, doors, windows, lighting and various other upgrades at Aida Brents AMP 403                 |                 | \$1,000,000.00        |
|   | ARTHUR D. SARTINI PLAZA (NV018002303)   |  |                 | \$3,338,143.00        |
| ID0131  | Sartini Plaza Modernization and Energy Upgrades(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)- | Energy upgrades / modernization unit interiors, exteriors, mechanical systems, HVAC, site and landscaping at Sartini Plaza AMP 402 |                 | \$3,318,143.00        |



| Part II: Supporting Pages - Physical Needs Work Statements (s) |   |   |          |                |
|--|---|---|----------|----------------|
| Work Statement for Year 2 2024                                 |   |   |          |                |
| Identifier   | Development Number/Name   | General Description of Major Work Categories  | Quantity | Estimated Cost |
|  | Interior (1480)-Interior Painting (non routine), Dwelling Unit-Interior (1480)-Kitchen Cabinets, Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets, Dwelling Unit-Interior (1480)-Mechanical, Dwelling Unit-Interior (1480)-Other, Dwelling Unit-Interior (1480)-Plumbing, Dwelling Unit-Interior (1480)-Tubs and Showers, Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving, Dwelling Unit-Site Work (1480)-Curb and Gutter, Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures, Dwelling Unit-Site Work (1480)-Electric Distribution, Dwelling Unit-Site Work (1480)-Fence Painting, Dwelling Unit-Site Work (1480)-Fencing, Dwelling Unit-Site Work (1480)-Landscape, Dwelling Unit-Site Work (1480)-Lighting, Dwelling Unit-Site Work (1480)-Other, Dwelling Unit-Site Work (1480)-Seal Coat, Dwelling Unit-Site Work (1480)-Parking, Dwelling Unit-Site Work (1480)-Pedestrian paving, Dwelling Unit-Site Work (1480)-Playground Areas - Equipment, Dwelling Unit-Site Work (1480)-Sewer Lines - Mains, Dwelling Unit-Site Work (1480)-Signage, Dwelling Unit-Site Work (1480)-Striping, Dwelling Unit-Site Work (1480)-Water Lines/Mains) |   |          |                |
| ID0134   | Relocation for Sartini Plaza(Contract Administration (1480)-Relocation)   | Relocation in connection with the energy upgrades and modernization Sartini Plaza AMP 402 |          | \$20,000.00    |
|  | Subtotal of Estimated Cost  |   |          | \$6,048,424.00 |

| <b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b> |   |  |                 |                       |
|---|---|--|-----------------|-----------------------|
| <b>Work Statement for Year</b>  |   |  |                 |                       |
| 3   |   | 2025   |                 |                       |
| <b>Identifier</b>   | <b>Development Number/Name</b>  | <b>General Description of Major Work Categories</b>  | <b>Quantity</b> | <b>Estimated Cost</b> |
|   | AUTHORITY-WIDE (NAWASD)   |  |                 | \$1,408,424.00        |
| ID0135  | IT Systems Upgrades PHA Wide(Management Improvement (1408)-System Improvements)   | IT Systems, software, networks and device upgrades PHA wide  |                 | \$50,000.00           |
| ID0136  | Training(Management Improvement (1408)-Staff Training)  | Training PHA wide  |                 | \$10,000.00           |
| ID0137  | Administration(Administration (1410)-Other,Administration (1410)-Salaries)  | PHA Administration   |                 | \$604,842.00          |
| ID0138  | Fees and Costs(Contract Administration (1480)-Other Fees and Costs)   | Construction Administration Services PHA Wide, A&E Design PHA Wide and Consulting Services PHA Wide                  |                 | \$395,439.00          |
| ID0139  | Parking Lot Upgrades PHA Wide(Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Seal Coat)   | Parking lot repair or upgrades PHA wide  |                 | \$98,143.00           |
| ID0140  | Exterior Upgrades PHA Wide(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Signage) | Painting, lighting, window replacement, landscaping, fencing, signage, sidewalk and other exterior upgrades PHA wide |                 | \$100,000.00          |

Capital Fund Program - Five-Year Action Plan

| <b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b> |   |  |                 |                       |
|---|---|--|-----------------|-----------------------|
| <b>Work Statement for Year</b>  |   |  |                 |                       |
| 3   | 2025  |  |                 |                       |
| <b>Identifier</b>   | <b>Development Number/Name</b>  | <b>General Description of Major Work Categories</b>  | <b>Quantity</b> | <b>Estimated Cost</b> |
| ID0142  | Roofing repair/upgrades PHA Wide(Dwelling Unit-Exterior (1480)-Roofs)   | A portion of the cost to repair, replace or upgrade the roofs PHA wide   |                 | \$100,000.00          |
| ID0145  | Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)  | Energy Star Appliances PHA Wide  |                 | \$50,000.00           |
|   | AIDA BRENTS GARDENS (NV018002301)   |  |                 | \$2,320,000.00        |
| ID0143  | Aida Brents Gardens Interior, Exterior and Landscaping Upgrades(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - | Painting, flooring, HVAC, lighting, cabinets, plumbing, windows, doors, landscaping, exterior lighting, sidewalks and various other repairs and upgrades |                 | \$2,300,000.00        |

Capital Fund Program - Five-Year Action Plan

| <b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b> |  |  |                 |                       |
|---|--|--|-----------------|-----------------------|
| <b>Work Statement for Year</b>  |  |  |                 |                       |
| 3   | 2025   |  |                 |                       |
| <b>Identifier</b>   | <b>Development Number/Name</b>   | <b>General Description of Major Work Categories</b>  | <b>Quantity</b> | <b>Estimated Cost</b> |
|   | (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains)   |  |                 |                       |
| ID0147  | Relocation for Aida Brents Gardens(Contract Administration (1480)-Relocation)  | Relocation in connection with the energy upgrades and modernization of Aida Brents Gardens AMP 404   |                 | \$20,000.00           |
|   | JOHN W. SIMMONS MANOR (NV018139999)  |  |                 | \$2,300,000.00        |
| ID0144  | Simmons Manor Interior, Exterior and Landscaping Upgrades(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters -Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - | Painting, flooring, HVAC, lighting, appliances, cabinets, plumbing, windows, doors, landscaping, exterior lighting, sidewalks and various other repairs and upgrades |                 | \$2,300,000.00        |

| <b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b> |  |  |                 |                       |
|---|--|--|-----------------|-----------------------|
| <b>Work Statement for Year</b>  |  |  |                 |                       |
| 3   | 2025   |  |                 |                       |
| <b>Identifier</b>   | <b>Development Number/Name</b>   | <b>General Description of Major Work Categories</b>  | <b>Quantity</b> | <b>Estimated Cost</b> |
|   | (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains) |  |                 |                       |
|   | JOHN W. SIMMONS MANOR (NV018013020)  |  |                 | \$20,000.00           |
| ID0148  | Relocation for Simmons Manor(Contract Administration (1480)-Relocation)  | Relocation in connection with the energy upgrades and modernization of Simmons Manor AMP 406 |                 | \$20,000.00           |
|   | Subtotal of Estimated Cost   |  |                 | \$6,048,424.00        |

Capital Fund Program - Five-Year Action Plan

| <b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b> |   |  |                 |                       |
|---|---|--|-----------------|-----------------------|
| <b>Work Statement for Year</b> 4                                      |   | 2026   |                 |                       |
| <b>Identifier</b>   | <b>Development Number/Name</b>  | <b>General Description of Major Work Categories</b>  | <b>Quantity</b> | <b>Estimated Cost</b> |
|   | AUTHORITY-WIDE (NAWASD)   |  |                 | \$1,100,281.00        |
| ID0154  | Administration(Administration (1410)-Other,Administration (1410)-Salaries)  | PHA Administration   |                 | \$604,842.00          |
| ID0155  | Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)  | Energy Star Appliances PHA Wide  |                 | \$50,000.00           |
| ID0156  | Fees and Costs(Contract Administration (1480)-Other Fees and Costs)   | Construction Administration Services PHA Wide, A&E Design PHA Wide and Consulting Services PHA Wide  |                 | \$395,439.00          |
| ID0160  | IT Systems Upgrades PHA Wide(Management Improvement (1408)-System Improvements)   | IT Systems, software, networks and device upgrades PHA wide  |                 | \$50,000.00           |
|   | HARRY LEVY GARDENS (NV018002306)  |  |                 | \$3,500,000.00        |
| ID0161  | Levy Gardens Interior, Exterior and Landscaping Upgrades(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - | Painting, flooring, HVAC, lighting, appliances, cabinets, plumbing, windows, doors, landscaping, exterior lighting, sidewalks and various other repairs and upgrades |                 | \$3,500,000.00        |

Capital Fund Program - Five-Year Action Plan

| Part II: Supporting Pages - Physical Needs Work Statements (s) |  |  |          |                |
|--|--|--|----------|----------------|
| Work Statement for Year  |  | 2026   |          |                |
| Identifier   | Development Number/Name  | General Description of Major Work Categories   | Quantity | Estimated Cost |
|  | Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water |  |          | \$1,448,143.00 |
| ID0162   | Simmons Manor Interior, Exterior and Landscaping Upgrades(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-  | Painting, flooring, HVAC, lighting, appliances, cabinets, plumbing, windows, doors, landscaping, exterior lighting, sidewalks and various other repairs and upgrades |          | \$1,448,143.00 |

| Part II: Supporting Pages - Physical Needs Work Statements (s) |   |  |          |                |
|--|---|--|----------|----------------|
| Work Statement for Year 4 2026                                 |   |  |          |                |
| Identifier   | Development Number/Name   | General Description of Major Work Categories | Quantity | Estimated Cost |
|  | Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water |  |          |                |
|  | Subtotal of Estimated Cost  |  |          | \$6,048,424.00 |



| <b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b> |   |   |                 |                       |
|---|---|---|-----------------|-----------------------|
| <b>Work Statement for Year 5 2027</b>                                 |   |   |                 |                       |
| <b>Identifier</b>   | <b>Development Number/Name</b>  | <b>General Description of Major Work Categories</b>   | <b>Quantity</b> | <b>Estimated Cost</b> |
|   | AUTHORITY-WIDE (NAWASD)   |   |                 | \$1,739,842.40        |
| ID0164  | IT Systems Upgrades PHA Wide(Management Improvement (1408)-Other,Management Improvement (1408)-System Improvements,Management Improvement (1408)-Empowerment Activities)  | IT Systems, software, networks and device upgrades PHA wide   |                 | \$50,000.00           |
| ID0165  | Staff/Resident Training(Management Improvement (1408)-Other,Management Improvement (1408)-Staff Training)   | Training PHA wide   |                 | \$10,000.00           |
| ID0166  | Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)   | PHA Administration  |                 | \$604,842.40          |
| ID0167  | Fees And Costs(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)  | Construction Administration Services PHA Wide, A&E Design and Consulting Services PHA Wide  |                 | \$525,000.00          |
| ID0168  | Site Improvements PHA Wide(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Playground Areas - Equipment,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains) | Landscaping, sidewalk repair, lighting, fencing, dumpster repair/replacement, mailbox replacement and any other needed site work PHA wide |                 | \$500,000.00          |

Capital Fund Program - Five-Year Action Plan

| <b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b> |  |   |                 |                       |
|---|--|---|-----------------|-----------------------|
| <b>Work Statement for Year 5 2027</b>                                 |  |   |                 |                       |
| <b>Identifier</b>   | <b>Development Number/Name</b>   | <b>General Description of Major Work Categories</b>   | <b>Quantity</b> | <b>Estimated Cost</b> |
| ID0171  | Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)   | Energy Star Appliances PHA Wide   |                 | \$50,000.00           |
|   | SHERMAN GARDENS ANNEX (NV01800206A)  |   |                 | \$2,000,000.00        |
| ID0169  | Sherman Gardens Annex Interior/Exterior Upgrades AMP 408(Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports - Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Playground Areas - Equipment,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains,Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc) | Unit repair/upgrades including kitchens, baths, flooring, painting, HVAC repair/replacement, landscaping, lighting, sidewalks, parking lots and any other needed repairs/upgrades |                 | \$2,000,000.00        |

Capital Fund Program - Five-Year Action Plan

| <b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b> |  |  |                 |                       |
|---|--|--|-----------------|-----------------------|
| <b>Work Statement for Year</b> 5                                      |  | 2027   |                 |                       |
| <b>Identifier</b>   | <b>Development Number/Name</b>   | <b>General Description of Major Work Categories</b>  | <b>Quantity</b> | <b>Estimated Cost</b> |
|   | SCHAFFER HEIGHTS (NV018013009)   |  |                 | \$2,000,000.00        |
| ID0170  | Schaffer Heights Interior/Exterior Upgrades AMP 404(Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains,Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Playground Areas - Equipment,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains) | New appliances, windows, doors, kitchens, baths, flooring, painting, HVAC, landscaping, lighting, sidewalks, parking lot, dumpsters, mailboxes and any other needed repair/replacement |                 | \$2,000,000.00        |
|   | FAMILY 3 (NV018002408)   |  |                 | \$308,581.60          |

Capital Fund Program - Five-Year Action Plan

| <b>Part II: Supporting Pages - Physical Needs Work Statements (s)</b> |  |  |                 |                       |
|---|--|--|-----------------|-----------------------|
| <b>Work Statement for Year</b>  |  |  |                 |                       |
| 5   | 2027   |  |                 |                       |
| <b>Identifier</b>   | <b>Development Number/Name</b>   | <b>General Description of Major Work Categories</b>  | <b>Quantity</b> | <b>Estimated Cost</b> |
| ID0172  | Marble Manor Annex Interior/Exterior Upgrades AMP 408(Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling Unit-Interior (1480)-Plumbing,Dwelling Unit-Interior (1480)-Tubs and Showers,Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - Downspouts,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail Facilities,Dwelling Unit-Exterior (1480)-Other,Dwelling Unit-Exterior (1480)-Roofs,Dwelling Unit-Exterior (1480)-Siding,Dwelling Unit-Exterior (1480)-Soffits,Dwelling Unit-Exterior (1480)-Stairwells - Fire Escapes,Dwelling Unit-Exterior (1480)-Tuck-Pointing,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Interior (1480)-Appliances,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Playground Areas - Equipment,Dwelling Unit-Site Work (1480)-Seal Coat,Dwelling Unit-Site Work (1480)-Sewer Lines - Mains,Dwelling Unit-Site Work (1480)-Signage,Dwelling Unit-Site Work (1480)-Storm Drainage,Dwelling Unit-Site Work (1480)-Striping,Dwelling Unit-Site Work (1480)-Water Lines/Mains,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution) | Interior and exterior upgrades including appliance, kitchens, baths, flooring, painting, landscaping, lighting, HVACs, sidewalks, parking lots and any other needed repairs/upgrades |                 | \$308,581.60          |
|   | Subtotal of Estimated Cost   |  |                 | \$6,048,424.00        |

| <b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>  |                       |
|---|-----------------------|
| <b>Work Statement for Year</b> 1  | 2023                  |
| <b>Development Number/Name<br/>General Description of Major Work Categories</b>   | <b>Estimated Cost</b> |
| Housing Authority Wide  |                       |
| Training(Management Improvement (1408)-Staff Training)  | \$10,000.00           |
| Administration(Administration (1410)-Other,Administration (1410)-Salaries)  | \$604,842.40          |
| Fees and Costs(Contract Administration (1480)-Other Fees and Costs)   | \$525,000.00          |
| IT System Upgrades PHA Wide(Management Improvement (1408)-Empowerment Activities,Management Improvement (1408)-Other,Management Improvement (1408)-Security Improvements (not police or guard-non-physical),Management Improvement (1408)-Staff Training,Management Improvement (1408)-System Improvements)   | \$50,000.00           |
| Scattered Sites Interior and Exterior Upgrades(Dwelling Unit-Interior (1480)-Bathroom Counters and Sinks,Dwelling Unit-Interior (1480)-Bathroom Flooring (non cyclical),Dwelling Unit-Interior (1480)-Call-for-Aid Systems,Dwelling Unit-Interior (1480)-Commodes,Dwelling Unit-Interior (1480)-Electrical,Dwelling Unit-Interior (1480)-Flooring (non routine),Dwelling Unit-Interior (1480)-Interior Doors,Dwelling Unit-Interior (1480)-Interior Painting (non routine),Dwelling Unit-Interior (1480)-Kitchen Cabinets,Dwelling Unit-Interior (1480)-Kitchen Sinks and Faucets,Dwelling Unit-Interior (1480)-Mechanical,Dwelling Unit-Interior (1480)-Other,Dwelling | \$150,000.00          |
| Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)  | \$50,000.00           |

| <b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>   |                       |
|--|-----------------------|
| <b>Work Statement for Year</b> 1   | 2023                  |
| <b>Development Number/Name<br/>General Description of Major Work Categories</b>  | <b>Estimated Cost</b> |
| Non-Dwelling Equipment(Non-Dwelling Equipment-Expendable/Non-Expendable (1480)-Other)  | \$50,000.00           |
| RAD Conversion/Mixed Finance, Tax Credit Projects(RAD Funds Pre Closing (1480),Dwelling Unit - Conversion (1480))  | \$967,721.00          |
| Parking Lot and Exterior Upgrades PHA Wide(Non-Dwelling Site Work (1480)-Asphalt - Concrete - Paving,Non-Dwelling Site Work (1480)-Curb and Gutter,Non-Dwelling Site Work (1480)-Dumpster and Enclosures,Non-Dwelling Site Work (1480)-Fence Painting,Non-Dwelling Site Work (1480)-Fencing,Non-Dwelling Site Work (1480)-Landscape,Non-Dwelling Site Work (1480)-Lighting,Non-Dwelling Site Work (1480)-Signage,Non-Dwelling Site Work (1480)-Site Utilities) | \$500,000.00          |
| Sidewalk and walkway repair/upgrades PHA Wide(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Pedestrian paving)   | \$300,000.00          |
| Marble Manor Annex Smoke/Carbon Monoxide Detectors(Dwelling Unit-Interior (1480)-Other)  | \$6,010.06            |
| Subtotal of Estimated Cost   | \$3,213,573.46        |

| <b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>  |                       |
|---|-----------------------|
| <b>Work Statement for Year</b> 2  | 2024                  |
| <b>Development Number/Name<br/>General Description of Major Work Categories</b>   | <b>Estimated Cost</b> |
| Housing Authority Wide  |                       |
| Training(Management Improvement (1408)-Staff Training)  | \$10,000.00           |
| IT Systems Upgrades PHA Wide(Management Improvement (1408)-System Improvements)   | \$50,000.00           |
| Administration(Administration (1410)-Other,Administration (1410)-Salaries)  | \$604,842.00          |
| Fees and Costs(Contract Administration (1480)-Other Fees and Costs)   | \$395,439.00          |
| Exterior Upgrades PHA Wide(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Landings and Railings,Dwelling Unit-Exterior (1480)-Mail | \$150,000.00          |
| Roofing repair/upgrades PHA Wide(Dwelling Unit-Exterior (1480)-Roofs)   | \$150,000.00          |

| <b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>   |                       |
|--|-----------------------|
| <b>Work Statement for Year</b> 2   | 2024                  |
| <b>Development Number/Name<br/>General Description of Major Work Categories</b>  | <b>Estimated Cost</b> |
| Scattered Sites Energy Upgrades / Modernization(Dwelling Unit-Exterior (1480)-Balconies-Porches-Railings-etc,Dwelling Unit-Exterior (1480)-Building Slab,Dwelling Unit-Exterior (1480)-Canopies,Dwelling Unit-Exterior (1480)-Carports -Surface Garage,Dwelling Unit-Exterior (1480)-Columns and Porches,Dwelling Unit-Exterior (1480)-Decks and Patios,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Exterior Stairwells - Fire Escape,Dwelling Unit-Exterior (1480)-Foundations,Dwelling Unit-Exterior (1480)-Gutters - | \$300,000.00          |
| Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)   | \$50,000.00           |
| Subtotal of Estimated Cost   | \$1,710,281.00        |



| <b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>  |                       |
|---|-----------------------|
| <b>Work Statement for Year</b> 3  | 2025                  |
| <b>Development Number/Name<br/>General Description of Major Work Categories</b>   | <b>Estimated Cost</b> |
| Housing Authority Wide  |                       |
| IT Systems Upgrades PHA Wide(Management Improvement (1408)-System Improvements)   | \$50,000.00           |
| Training(Management Improvement (1408)-Staff Training)  | \$10,000.00           |
| Administration(Administration (1410)-Other,Administration (1410)-Salaries)  | \$604,842.00          |
| Fees and Costs(Contract Administration (1480)-Other Fees and Costs)   | \$395,439.00          |
| Parking Lot Upgrades PHA Wide(Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Seal Coat)   | \$98,143.00           |
| Exterior Upgrades PHA Wide(Dwelling Unit-Exterior (1480)-Exterior Lighting,Dwelling Unit-Exterior (1480)-Exterior Doors,Dwelling Unit-Exterior (1480)-Exterior Paint and Caulking,Dwelling Unit-Exterior (1480)-Windows,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Signage) | \$100,000.00          |

| <b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>        |                       |
|---|-----------------------|
| <b>Work Statement for Year</b> 3  | 2025                  |
| <b>Development Number/Name<br/>General Description of Major Work Categories</b> | <b>Estimated Cost</b> |
| Roofing repair/upgrades PHA Wide(Dwelling Unit-Exterior (1480)-Roofs)           | \$100,000.00          |
| Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)                    | \$50,000.00           |
| Subtotal of Estimated Cost  | \$1,408,424.00        |

| <b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>        |                       |
|---|-----------------------|
| <b>Work Statement for Year</b> 4  | 2026                  |
| <b>Development Number/Name<br/>General Description of Major Work Categories</b> | <b>Estimated Cost</b> |
| Housing Authority Wide  |                       |
| Administration(Administration (1410)-Other,Administration (1410)-Salaries)      | \$604,842.00          |
| Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)                    | \$50,000.00           |
| Fees and Costs(Contract Administration (1480)-Other Fees and Costs)             | \$395,439.00          |
| IT Systems Upgrades PHA Wide(Management Improvement (1408)-System Improvements) | \$50,000.00           |
| Subtotal of Estimated Cost  | \$1,100,281.00        |

| <b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>   |                       |
|--|-----------------------|
| <b>Work Statement for Year</b> 5   | 2027                  |
| <b>Development Number/Name<br/>General Description of Major Work Categories</b>  | <b>Estimated Cost</b> |
| Housing Authority Wide   |                       |
| IT Systems Upgrades PHA Wide(Management Improvement (1408)-Other,Management Improvement (1408)-System Improvements,Management Improvement (1408)-Empowerment Activities)   | \$50,000.00           |
| Staff/Resident Training(Management Improvement (1408)-Other,Management Improvement (1408)-Staff Training)  | \$10,000.00           |
| Administration(Administration (1410)-Other,Administration (1410)-Salaries,Administration (1410)-Sundry)  | \$604,842.40          |
| Fees And Costs(Contract Administration (1480)-Other,Contract Administration (1480)-Other Fees and Costs)   | \$525,000.00          |
| Site Improvements PHA Wide(Dwelling Unit-Site Work (1480)-Asphalt - Concrete - Paving,Dwelling Unit-Site Work (1480)-Curb and Gutter,Dwelling Unit-Site Work (1480)-Dumpsters and Enclosures,Dwelling Unit-Site Work (1480)-Electric Distribution,Dwelling Unit-Site Work (1480)-Fence Painting,Dwelling Unit-Site Work (1480)-Fencing,Dwelling Unit-Site Work (1480)-Landscape,Dwelling Unit-Site Work (1480)-Lighting,Dwelling Unit-Site Work (1480)-Other,Dwelling Unit-Site Work (1480)-Parking,Dwelling Unit-Site Work (1480)-Pedestrian paving,Dwelling Unit-Site Work (1480)-Playground Areas - Equipment,Dwelling Unit-Site Work (1480)- | \$500,000.00          |
| Dwelling Equipment(Dwelling Unit-Interior (1480)-Appliances)   | \$50,000.00           |

|   |                       |
|---|-----------------------|
| <b>Part III: Supporting Pages - Management Needs Work Statements (s)</b>              |                       |
| <b>Work Statement for Year</b> 5  | 2027                  |
| <b>Development Number/Name</b><br><b>General Description of Major Work Categories</b> | <b>Estimated Cost</b> |
| Subtotal of Estimated Cost  | \$1,739,842.40        |

**TAB B**



**U.S. Department of Housing and Urban Development**  
San Francisco Regional Office - Region IX  
One Sansome Street, Suite 1200  
San Francisco, California 94104-4430  
[www.hud.gov](http://www.hud.gov)  
[espanol.hud.gov](http://espanol.hud.gov)

August 14, 2023

Mr. Lewis Jordan  
Executive Director  
Southern Nevada Regional Housing Authority  
340 N 11<sup>th</sup> St.  
Las Vegas, NV 89101

Re: PHA Plan Approval – Southern Nevada Regional Housing Authority FYB 2023

Dear Mr. Jordan:

This letter is to inform you that the Southern Nevada Regional Housing Authority's Annual Plan (Plan) submission for the PHA Fiscal Year (FY) 2023 beginning October 1, 2023, is approved. The Plan approved is **version 1**. This approval of the Plan submission does not constitute an endorsement of the strategies and policies outlined in the Plan. In providing assistance to families under programs covered by this Plan, the Southern Nevada Regional Housing Authority will comply with the rules, standards, and policies established in its Plan, as provided in 24 CFR §903 and other applicable regulations.

Your approved Plan and all required attachments and documents must be made available for review and inspection at the principal office of the PHA during normal business hours. Once posted, your plan will remain on display until your next Plan (whether next year's plan or an intervening significant amendment or modification) is submitted and is approved by HUD.

Please note a housing authority has the option to schedule one public hearing to address several changes to its approved Plan. Changes that require public hearing include: PHA Plan Significant Amendments; changes due to Demolition/Disposition; Homeownership; use of Capital Funds; Capital Fund Financing; proposed New Development or Mixed Finance projects; implementation of Rental Assistance Demonstration (RAD) Program; Flat Rents policies.

In a separate correspondence you will be notified of the procedures necessary to finalize the fund obligation process for this fiscal year's Capital Fund Award(s). Until the obligation process for these funds is finalized, they will not be available for drawdown.

If you have any questions regarding your PHA Plan or the information in this letter, please contact Rebecca Rudzianis, Portfolio Management Specialist, at (415) 489-6636.

Sincerely,

A handwritten signature in blue ink, consisting of a large, stylized loop followed by a horizontal line extending to the right.

Gerard R. Windt  
Director  
Office of Public Housing, San Francisco



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**TAB 20**

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TAB 21

**RESOLUTION NO. SNRHA - \_\_\_\_\_**  
**APPROVAL OF RESOLUTION NO. SNRHA-\_\_\_\_\_**  
**OF THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY'S**  
**FY2024 ANNUAL AGENCY PLAN UPDATE**

WHEREAS, the Congress of the United States passed the Quality Housing and Work Responsibility Act of 1998 (QHWRA) that requires the Southern Nevada Regional Housing Authority to make changes in its operations; and

WHEREAS, HUD has informed SNRHA of the need to submit only an Annual Agency Plan update and has approved an extension for the submission of SNRHA's Annual Agency Plan to the U.S. Department of Housing and Urban Development past the normally required 75 days prior to the beginning of the fiscal year;

WHEREAS, the Authority has met the requirements of making the update to the Annual Agency Plan available to residents, local government, and the general public; and

WHEREAS, the Authority held a Public Hearing on \_\_\_\_\_, to accept any comments on the updates to the Annual Agency Plan.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY:**

Section 1: That the Board of Commissioners does hereby approve the adoption of the Southern Nevada Regional Housing Authority's update to the Annual Agency Plan as required under the Quality Housing and Work Responsibility Act of 1998.

Section 2: That the Chairperson of the Board and the Executive Director are hereby authorized and directed to execute all legal and other documents necessary to implement and effectuate the update to the Annual Agency Plan.

Section 3: That this Resolution shall be in full force and effect immediately upon its approval and adoption.

**APPROVED AND ADOPTED this XXth day of XXXX, 2024.**

BY: \_\_\_\_\_  
William McCurdy, II  
Chairperson

ATTEST: \_\_\_\_\_  
Lewis Jordan  
Executive Director/Secretary