

**HOUSING AUTHORITY OF COVINGTON
PUBLIC HOUSING LEASE**

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Housing Authority of Covington, referred to as Landlord, and the occupying family, referred to as the Resident. The Landlord leases to the Resident the premises located at _____ as Account # _____.

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

Name	Date of Birth	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within fifteen (15) calendar days.

2. **LEASE TERM:** This Lease shall begin on _____. The Lease shall be for a term of one year and shall automatically renew for one year (s) periods. The Lessor may make interim rent adjustments to the lease following the procedures of Paragraphs 8, 9, 10 and 11 herein. Material changes to the Lease may be made after receiving comments from residents and the Board of Commissioners' approval, as provided by 24 CFR 966.3 and CFR 966.4(1)(iii)(E), to become binding on all parties at the date of automatic renewal. Notwithstanding the above, Lease may be modified at anytime by written agreement of the Lessee and the Lessor as provided by 24 CFR 966.4(a)(3).
3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$_____. If this Lease begins on a day other than the first day of the month, the first month's rent shall be prorated for the amount of \$_____.

(Check one)

_____ This rent is based on the Authority-determined flat rent for this unit.

_____ This rent is based on the income and other information reported by the Resident.

The Resident may change rent calculation methods at any recertification. Residents who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the Resident's income has: decreased, their on-going expenses for such purposes as child care and medical care have changed, or any other circumstances that create a hardship for the family that would be alleviated by a change in methods.

This amount is due on the first day of each month and will be late on the eighth day of the month. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. If the payment is made after the 17th day of the month, it shall be to the Landlord's office at 2300 Madison Ave. after written approval from the site manager. The Landlord will accept no cash. If the 7th or 17th of the month falls on a weekend or holiday, rent must be paid the business day prior to avoid applicable late fees.

If the Resident fails to make the rent payment by the seventh day of the month, a notice to vacate will be issued to the Resident. A \$20 late charge will be assessed until the end of business on the 17th day of the month. Thereafter an additional \$30 late charge will be assessed for a total late charge of \$50.00. A check returned for non-sufficient funds shall be considered non-payment of rent and, in addition to the late charge, a returned check fee equal to what the bank charges the Landlord will be charged to the Resident.

If the Resident is paying the minimum rent and their circumstances change creating an inability to pay the rent, the Resident may request suspension of the minimum rent because of a recognized hardship. The request should be in writing and delivered to the manager of the development in which the Resident lives.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

An additional charge for air conditioning shall be charged to Golden Tower residents since it cannot be built into their utility allowance.

4. **SECURITY DEPOSIT:** The Resident agrees to pay the amount of \$_____ to the Landlord as a Security Deposit.

Prior to paying a security deposit, the prospective Resident and the Landlord will be obligated to inspect the dwelling unit prior to commencement of occupancy by the resident. The Landlord will furnish the Resident with a written statement of the Move-In Inspection Report stating the condition of the dwelling unit and the equipment provided with the unit. The Landlord and the Resident will sign this statement, and a copy of the statement shall be retained by the Landlord in the Resident's file.

With the approval of the Landlord, the Security Deposit may be made in five payments; one fifth in advance, one fifth with their second rent payment, one fifth with their third rent payment, one fifth with fourth rent payment and one fifth with fifth rent payment. The Landlord will hold this security deposit for the period the Resident occupies the

dwelling unit. The deposit shall be kept at the U.S. Bank in a non-interest bearing account. The account numbers are 1 458 0049 5403 and 0 000 0801 1777. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

At the **termination/non-renewal** of occupancy, the Landlord and the Resident shall inspect the premises and compile a comprehensive listing of any damage to the unit or equipment that is basis for any charges against the security deposit and the estimated dollar cost of repairing such damage. The Resident may then inspect the accuracy of the listing. The Landlord and the Resident shall sign the listing, which signatures shall be conclusive evidence of the accuracy of such listing. If the Resident refuses to sign such listing, he shall state specifically, in writing, the items on the list to which he dissents, and shall sign such statement of dissent. If the Resident refuses to participate in this inspection, he accepts the Landlord's assessment.

Within thirty (30) calendar days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages and cleaning as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

If the Resident vacates with a refund of the security deposit due, the Authority shall send notification to the last known or reasonable determinable address of the amount of any refund due the Resident. In the event the Landlord shall not have received a response within sixty (60) calendar days from the sending of such notification, the Landlord will remove the deposit from the account and retain it free from any claim of the Resident or any person claiming on their behalf.

5. **OCCUPANCY:** The Resident shall use the premises as a private dwelling for himself or herself and the persons named in this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- a. permit any persons other than those listed above and minor children who are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) calendar days each year without obtaining the prior written approval of the Landlord;
- b. sublet or assign the unit, or any part of the unit;
- c. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;

- e. permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- f. permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity **on or off the premises**;
- g. remove any batteries from a smoke detector or fail to notify the Landlord if the smoke detector is inoperable for any reason;
- h. allow any persons other than those listed on the lease to use their address;
- i. allow any animal on the premises that have not been approved in writing in advance by the Landlord even if the animal is not owned by the Resident or is only visiting temporarily.

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in caregiver of the Resident's family. A lease addendum must be executed by all proposed live-in aides and approved by the Landlord.

6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and the Landlord, is attached to this Lease. The Resident shall have the right to inspect the unit to ascertain the accuracy of the Unit Inspection Report before signing it. If the Resident refuses to sign the Unit Inspection Report, the Resident shall state specifically, in writing, the items on the list to which he disagrees, and sign the statement of disagreement.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the Resident notifies the Landlord of his or her intent to vacate, the Landlord shall advise the Resident of their opportunity to participate in the move-out inspection.

7. **UTILITIES:** In the case of public housing units, the Landlord shall provide the following utilities as a part of this lease agreement, but shall not be liable for the failure to provide service if beyond its control:
- Electricity
 - Gas
 - Water
 - Sewer
 - Sanitation

The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges are posted in the Landlord's office. The Resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each Resident's next annual reexamination. Any charges for excess consumption of electric will be due with the rent statement that includes the charges.

For residents who reside in the Academy Flats, New Site Properties (NSP) and Eastside Revitalization I, the Landlord will provide water. The resident is responsible for gas and electricity. The Landlord will also provide for removal of normal household trash, provided that the resident places his or her household trash in sealed plastic bags and disposes of it by placing it in one of the garbage dumpsters. The resident is responsible for all other utilities and services, including but not limited to cable television and telephone service.

8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, the Resident who is paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. At the time of the annual review, the Landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for the Resident whose income has increased because of the employment of a family member who was previously unemployed for one or more years in the year immediately preceding; because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months. For the second twelve-month period, 50% of the incremental increase shall be counted excluded. In order for this exclusion to occur, the Resident must report both the starting and/or stopping of work within fifteen (15) days of the event if the Resident wants to claim this exclusion.

Income reviews will be held every third year for the Resident choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification. Annual recertification of family composition is still required.

At the time of the review appointment, the Resident may elect to change their rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and the Resident chose the percentage of income rent option, the Landlord will schedule special rent reviews every thirty (30) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the Resident experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances that would create a hardship on the Resident such that the formula method would be more financially beneficial for the Resident.

The Resident paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the rent determination, the Resident may request a hearing in accordance with the landlord's grievance procedures.

9. **INTERIM RENT ADJUSTMENTS:** The Resident must report to the Landlord, within fifteen (15) calendar days, any of the following changes in household circumstances when they occur between Annual Rent Recertifications:

- a. A member was added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit.
- c. Any new or additional sources of income.

In addition, the Resident paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
- c. Handicapped assistance expenses, which enable a family member to work;
- d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, the Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the Resident that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the Resident's annual income is caused by a reduction in welfare or public assistance benefits received by the Resident that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the Resident shall include what the Resident would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to the Resident that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the

Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.

- a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances and provides the appropriate documentation. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.
- b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method. The Resident is entitled to an explanation of any rent changes and, if the Resident is not in agreement with the Landlord, the Resident may then request a hearing.

11. **RESIDENT OBLIGATION TO REPAY**: The Resident who pays rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change was given and if the following circumstances occur:

- a. The Resident does not submit rent review information by the date specified in the Landlord's request; or
- b. The Resident submits false information at Admission or at annual, special, or interim review.

The Resident is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

12. **MAINTENANCE**:

The Resident Agrees To:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use (i.e. exterior steps, porches and yards) in a clean and safe condition;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litter the grounds or common areas of the property;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;

- f. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities through issuance of a work order request. By making such a request, the resident permits the Landlord to access the unit to make the necessary repairs. Please note that the Landlord's maintenance staff does not schedule routine repairs but will endeavor to complete the necessary repairs in a timely manner.
- g. not park unregistered vehicles on the property or park any vehicle in an unauthorized location;
- h. remove garbage and other waste from the dwelling unit in a clean and safe manner;
- i. not remove/take down a smoke detector(s) at any time and not remove any batteries from a smoke detector or fail to notify the Landlord if the smoke detector is inoperable for any reason;
- j. promptly notify the Landlord of any pest infestations noted in or around their dwelling unit;
- k. fully cooperate in any pest control efforts made by the Landlord;
- l. pay reasonable charges for the repair of damages, other than normal wear and tear, to the premises, development buildings, facilities or common areas caused by the Resident, household members or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. In addition, if the Landlord comes to the Resident's home at the request of the Resident and cannot do what the Resident requested due to the action or inaction of the Resident, the Resident shall be charged a reasonable sum of money. The Maintenance Charge Schedule, which covers some common occurrences, is posted in the Landlord's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred;
- m. not to install window air conditioning units by themselves. They must be installed by the Landlord's employee; and
- n. check all their smoke detectors and carbon monoxide detectors on a monthly basis and immediately report any malfunctions or dead batteries to their Housing Manager.

The Landlord Agrees To:

- a. maintain the premises and the property in a decent, safe, and sanitary condition;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. notify the Resident of specific grounds for any proposed adverse action;
- d. make necessary repairs to the premises;
- e. keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;

- f. 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 Landlord;
- g. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, ashes, and other waste removed from the premises by the Resident; and
- h. supply running water and a reasonable amount of hot water and heat at appropriate times of the year (according to local custom and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants regardless of cause:

- a. The Resident shall immediately notify the Landlord.
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.

13. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the Landlord's written permission:

- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. paint or install wallpaper or contact paper in the dwelling unit;
- c. attach awnings or window guards in the dwelling unit;
- d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
- f. install or alter carpeting, resurface floors or alter woodwork;
- g. place any aerials, antennas or other electrical connections on the dwelling unit, or install additional equipment including satellite dishes or any major appliances;
- h. install additional or different locks or gates on any doors or windows of the dwelling unit; or
- i. operate a business as an incidental use in the dwelling unit.

14. **ACCESS BY THE LANDLORD:** The Landlord shall provide two (2) days written advance notice to the Resident of intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, and purpose for the entry. The Resident shall permit the Landlord, their agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit, and the purpose of the visit and shall secure the unit upon their departure from the premises. Failure to allow the Landlord to enter the unit may result in adverse legal action.

The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.

15. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Occupancy Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a notice of transfer and a reasonable period of time to move. This time shall not exceed seven (7) calendar days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that the Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

16. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with United States Code, implementing HUD regulations, state and local law, to the extent that they are not preempted by federal law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (two times in a six month period);
- b. failure to keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition;
- c. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent

Recertifications, to attend scheduled reexamination interviews, or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;

- d. furnishing false or misleading information during the application or review process;
- e. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- f. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- g. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
- h. failure to abide by applicable building and housing codes materially affecting health or safety;
- i. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- j. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- k. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- l. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- m. any activity by a household member, guest, or any other person on the premises under the Resident's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Landlord;
- n. failure to abide by the provisions of the pet policy;
- o. allowing any animal not approved in advance in writing to visit the premises for any length of time;
- p. any violent or drug-related criminal activity caused by a household member, guest, or any other person under the Resident's control, on or off the premises;
- q. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- r. failure to perform required community service of eight (8) hours per month, 96 hours a year, or be exempted there from according to 24 CFR 960.600-960.609;
- s. failure to allow inspection of the dwelling unit;
- t. determination that a family member has knowingly permitted an ineligible non-citizen, not listed on the lease, to permanently reside in their public housing unit;
- u. determination or discovery that a resident is a registered sex offender;
- v. upon notification from the City of Covington Code Enforcement Department that the leased premises has been classified as a "criminal activity nuisance" and the actions or inactions of the Resident, household member, or other person under their control led to this classification;

- w. removing any batteries from a smoke detector or failing to notify the Landlord if the smoke detector is inoperable for any reason;
- x. failure to promptly notify the Landlord of any pest infestations noted in or around their dwelling unit;
- y. failure to comply with pest control treatment preparations instructions;
- z. violation of the Landlord's Smoking Policy;
- aa. failure to comply with federal, state, county or local firearm statutes and/or regulations;
- bb. failure to comply with City of Covington Code of Ordinances Nuisance code;
- cc. the discharge of any weapon (including a starter pistol) which will or is intended to expel a projectile by the action of an explosive, compressed air or other gas, a spring wire, a bow or sling or other similarly designed device within the geographical area of the Landlord's property by tenants, their household members, guests and other persons under their control;
- dd. repeated violations of the Landlord's parking policy;
- ee. failure to abide by local curfew ordinances; or
- ff. illegal dumping on the Landlord's property.

17. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:

- a. for failure to pay rent, seven (7) calendar days to cure or vacate in fourteen (14) calendar days;
- b. for creation or maintenance of a threat to health or safety of other Residents or Landlord's employees, or drug related criminal activity, fourteen (14) calendar days; or
- c. for all other cases, fourteen (14) calendar days to cure or thirty (30) calendar days to vacate.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by certified mail, properly addressed, postage pre-paid. The notice shall:

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the Resident to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated; and

c. advise the Resident of the right to reply as they may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy, if appropriate, to contest the termination, and/or to defend the action in court.

18. **LEASE TERMINATION BY THE RESIDENT:** The Resident shall give the Landlord thirty (30) calendar days written notice before moving from the dwelling unit by submitting a Notice to Vacate form located in the management office. After written lease term proceedings have been initiated and concluded, whether by resident or the housing authority, the resident shall vacate the unit by first moving out all belongings and doing all cleaning, and then turning in all keys and signing and dating the original written notice to vacate, or a new vacate if initiated by housing authority. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

19. **TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF THE RESIDENT:** Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon thirty (30) calendar days written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease, the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the Resident to comply with the Lease; the following action shall be taken: The Landlord will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit.

20. **DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by Certified Mail, return receipt requested, properly addressed, postage pre-paid. The provisions as to notices given by the landlord stated herein do not apply to the notice requirements of Paragraph 17 regarding lease terminations and notice to vacate.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Respective Development Office, or sent to the Landlord by first-class mail, postage pre-paid and addressed to: The Housing Authority of Covington, addressed to individual development offices: Latonia Terrace, 2940

Madison Avenue, Covington, KY 41015; Emery Drive, 1016 Emery Drive Number 2, Covington, KY 41011; City Heights, 2500 Todd Court, Covington, KY 41011; Golden Tower, 50 E. 11th Street, Covington, KY 41011. Email correspondence does not constitute official delivery of notice.

If the Resident is visually impaired, notices shall be in accessible format.

21. **GRIEVANCES:** Any Criminal Activity that threatens the health, safety or right to peaceful enjoyment of the Landlord premises by other Residents or Landlord employees, or any Drug Related Criminal Activity engaged in by the Resident, any member of the Resident's household, guest or another person under the Resident's control, shall be cause for **termination/non-renewal** of occupancy as provided by Section 5101 of the Anti-Drug Abuse Act of 1988, amendments of Section 6 (1) of the United States Housing Act of 1937, and Title 24 Code of Federal Regulations (CFR) Part 966, and/or Federal, State, and Local Law. Proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. This policy is posted in the Landlord's Management Office, where copies are available upon request. Evictions for criminal activity or drug related criminal activity will be governed by 42 U.S.C. 1437d(1)(6) as implemented by 24 C.F.R. 966.4(f)(12)(i) and will not be governed by the grievance procedure of the authority.

All individual grievances or appeals, with the exception of those above, shall be processed under the Grievance Policy. This policy is posted in each development office, where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring their rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Landlord is required to afford the Resident the opportunity for a hearing in accordance with the Landlord's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

22. **RESIDENT HANDBOOK:** The Resident agrees to obey Resident Handbook requirements, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. The Landlord may modify such requirements from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a thirty (30)-calendar day comment period at least thirty (30) days before the proposed effective date of the change in the Handbook. The existing Resident Handbook shall be posted in the property and attached to this Lease.

23. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance, and shall comply with all nondiscrimination requirements of Federal, State and local law.
24. **ATTACHMENTS TO THE LEASE:** The Resident certifies that they have received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease.
1. Lead based paint notice; Federal Privacy Act/ HUD Authorization Consent Form, Inspection Sheet;
 2. The Testament of Understanding of Rules-Policies;
 3. A copy of the Resident Handbook; and
 4. The Smoke Free Housing Policy.
 5. Moisture Control Addendum
25. **VIOLENCE AGAINST WOMEN ACT PROTECTIONS:** The Violence Against Women Act provides the following protections to public housing residents.
- a. The Landlord will not terminate or refuse to renew the Lease and will not evict the Resident or a member of Resident's household from the dwelling unit if the Resident or household member is a victim of actual or threatened domestic violence, dating violence, or stalking as those terms are defined by the Admission and Continued Occupancy Policy (ACOP).
 - b. Under the Violence Against Women Act, the Landlord may bifurcate this Lease in order to evict, remove, or terminate assistance to any person who is a Resident or a lawful occupant under this lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. Landlord may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Resident or is a lawful occupant under this Lease.
 - c. Notwithstanding anything to the contrary contained in paragraphs a and b above, the Landlord may terminate the Lease and evict the Resident if the Landlord can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located, if the resident's tenancy is not terminated.
 - d. Nothing in this section shall prohibit the Landlord from terminating the Lease and evicting the Resident based on any violation of this lease not involving domestic violence, dating violence, or stalking against the Resident or household member provided that the Landlord does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict or to terminate assistance or occupancy rights.
26. **WAIVER PROVISION:** The failure or omission of the Landlord to enforce provisions of this lease for any cause given above shall not negate the right of the Landlord to do so later for similar or other causes.

27. **MODIFICATION:** Modifications and amendments of the Lease shall be accomplished as provided by Paragraph 2 herein.

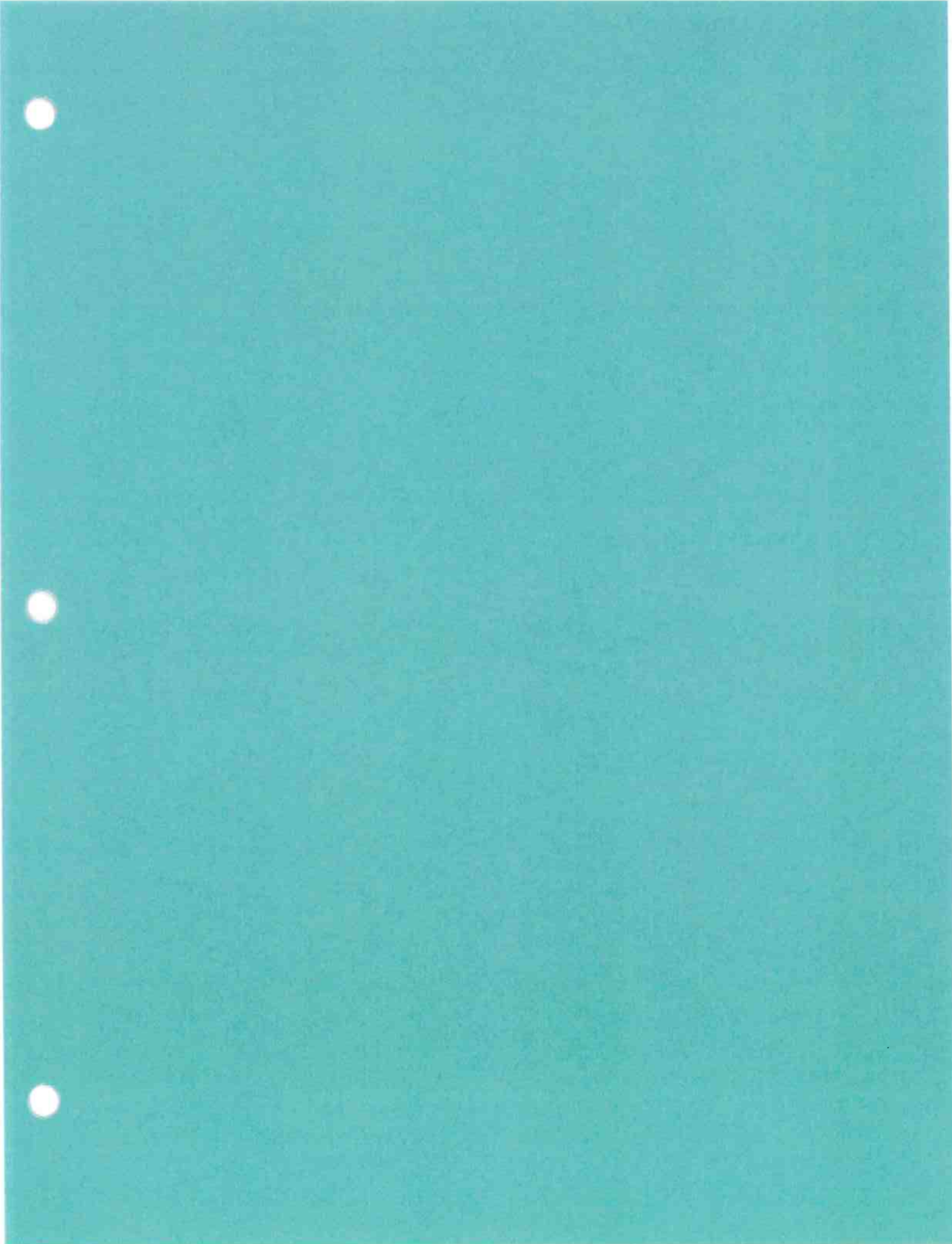
Signatures:

RESIDENT: 1) _____ Date _____

RESIDENT: 2) _____ Date _____

LANDLORD: _____ Date _____

*Renter’s insurance is highly recommended.



HOUSING AUTHORITY OF COVINGTON

ADMISSIONS AND CONTINUED OCCUPANCY PLAN

July 1, 2020

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Housing Authority of Covington's policies for the operation of the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail. If the Housing Authority of Covington has public housing units managed by a private contractor, the private company may use its own Admissions and Continued Occupancy Policy and lease that are compliant with Federal, State and Local law and pre-approved in writing by the Housing Authority of Covington.

1.0 FAIR HOUSING

It is the policy of the Housing Authority of Covington to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Housing Authority of Covington shall affirmatively further fair housing in the administration of its public housing program.

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

No inquiries shall be made about a person's sexual orientation or gender identity. However, the Housing Authority of Covington may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058.

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

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

The Housing Authority of Covington will keep records of all complaints, investigations, notices and corrective actions for five years.

2.0 REASONABLE ACCOMMODATION

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

2.1 COMMUNICATION

Anyone coming to the top of the Waiting List will receive the opportunity to get a Request for Reasonable Accommodation form.

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

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

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

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

A person with 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 disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Housing Authority of Covington will obtain

verification that the person requesting the accommodation is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Housing Authority of Covington will obtain documentation that the requested accommodation is needed due to the disability. The Housing Authority of Covington will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Housing Authority of Covington's business is housing. If the request would alter the fundamental business that the Housing Authority of Covington conducts, that would not be reasonable. For instance, the Housing Authority of Covington would deny a request to have the Housing Authority of Covington do grocery shopping for a person with disabilities.
 2. Would the requested accommodation create an undue hardship? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Housing Authority of Covington may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is he or she needs; however, the Housing Authority of Covington retains the right to be shown how the requested accommodation enables the individual to access or use the Housing Authority of Covington's programs or services.

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

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

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

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

3.0 SERVICES FOR LIMITED ENGLISH PROFICIENCY APPLICANTS AND RESIDENTS

The Housing Authority of Covington shall do its best, within reason, to assist people with Limited English Proficiency (LEP). This shall be accomplished by assessing the need of LEP persons using the four factors described in the January 22, 2007 Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons; Notice published in the Federal Register. The Housing Authority of Covington shall balance these factors in deciding what to do:

- A. The number or proportion of LEP persons served or encountered in the eligible service area;
- B. The Frequency with which LEP individuals come in contact with the program;
- C. The nature and importance of the program, activity, or service provided by the program; and
- D. The resources available to the Housing Authority and costs.

Depending upon what this analysis reveals, the Housing Authority of Covington may or may not prepare a Language Access Plan (LAP). If a LAP is needed, the guidance outlined in the above reference Notice shall be utilized.

In addition, the Housing Authority of Covington will endeavor to have bilingual staff or access to people who speak languages other than English. Finally, the Housing Authority of Covington shall utilize multilingual "I speak" cards to the maximum degree possible.

4.0 FAMILY OUTREACH

The Housing Authority of Covington will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

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

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

The objective of this effort is to develop a waiting list that is representative of our low-income community. A particular emphasis will be placed on attracting eligible individuals and families least likely to apply for public housing.

5.0 RIGHT TO PRIVACY

All adult members of both applicant and resident households are required to annually sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or resident information will not be released unless there is a signed release of information request from the applicant or resident.

6.0 REQUIRED POSTINGS

In each of its offices, the Housing Authority of Covington will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

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

- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Housing Authority of Covington Notices
- M. Trespass List
- N. No Fault Testament Form
- O. The Agency's PHAS score and designation.

7.0 TAKING APPLICATIONS

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted at www.hacov.org or during regular business hours at the Housing Authority's main administration building located at:

2300 Madison Avenue, Covington, KY 41014

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

Completed applications will be accepted for all applicants and the Housing Authority of Covington will verify the information. Applicants will be provided the opportunity to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that the Housing Authority may contact and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form.

If the applicant chooses to have more than one contact person or organization, the applicant must make clear to the Housing Authority the reason each person or organization may be contacted. The Housing Authority will allow the applicant to complete a form HUD-92006 for each contact and indicating the reason the Housing Authority may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and an advocacy organization for assistance for tenancy purposes.

Those applicants who choose not to provide the contact information should check the box indicating that they "choose not to provide the contact information" and sign and date the form.

Applications will be accepted at the above locations during normal working hours. Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its completion.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Housing Authority of Covington to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is 491-5311.

The application process is the determination of eligibility, referred to as the full application. The full application takes place when the family applies for public housing. The Housing Authority of Covington will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's eligibility for admission into the Public Housing Program.

Families who are already housed at one site operated by the Housing Authority of Covington shall be permitted to apply for admission to another site solely through the Housing Authority of Covington's Incentive Transfer Program. When moving from one site to another, such moves shall be treated as a move out by one Property Manager and a move in by the other but for administrative reasons only shall be treated as a transfer. Families moving from one site to another shall retain their initial move in date for purposes of annual income re-certifications. Families moving from one site to another shall be considered income eligible by default and not subject to further income verifications.

If the lease signed by the family at one site is prematurely broken by the family (i.e. in order to move to another property), the family shall be responsible for the rents at both sites until 1) the lease agreement expires or 2) the apartment is re-rented. In such cases, the initial Property Manager shall make reasonable efforts to market, show, and lease the apartment and the new Property Manager shall assist in collecting any monies owed.

Applicants will also be given the opportunity to update their HUD Form 92006 if applicable and if they so desire.

8.0 ELIGIBILITY FOR ADMISSION

8.1 INTRODUCTION

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

8.2 **ELIGIBILITY CRITERIA**

- A. Family Status – All families must have a Head of Household or Co-Heads of Household. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
1. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity (regardless of actual or perceived sexual orientation, gender identity, or marital status) that live together in a stable family relationship.
 - a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
 2. **An elderly family**, which is:
 - a. A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
 3. **A near-elderly family**, which is:
 - a. A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
 4. **A disabled family**, which is:
 - a. A family whose head (including co-head), spouse, or sole member is a person with disabilities;

- b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
 - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
5. A **displaced family**, which is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. A **remaining member of a resident family**. If the remaining member of a tenant family is a minor or minors, it will be necessary for an adult to temporarily move into a unit to serve as a guardian for children residing in the unit. The income received by the temporary guardian will be counted in determining family income. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a guardian in this situation. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement guardian or vacate the property.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family.

B. Income Eligibility

- 1. To be eligible for admission to our developments, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area or a citizen of the Republic of Marshall Islands, the Federated States of Micronesia, or the Republic of Palau. However, people in the last category are not entitled to housing assistance in preference to any United States citizen or national resident within Guam. If the property has Low Income Housing Tax Credits on it, a lower income cap will apply.
- 2. Income limits apply only at admission and are not applicable for continued occupancy.
- 3. A family may not be admitted to the public housing program from another assisted housing program (e.g., resident-based Section 8) or from a public housing program operated by another housing authority without meeting the

income requirements of the Housing Authority of Covington.

4. If the Housing Authority of Covington acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing residents.
5. Income limit restrictions do not apply to families transferring within our Public Housing Program.
6. The Housing Authority of Covington may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least equal the cost of operating the public housing unit.

C. Citizenship/Eligibility Status

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

All adults must be able to sign the lease. If the State of Kentucky forbids individuals with ineligible immigration status from executing contracts (i.e., leases or other legal binding documents), then they are ineligible for this program.

D. Social Security Number Documentation

Prior to admission, every family member regardless of age must provide the Housing Authority of Covington with a complete and accurate Social Security

Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family member is under the age of six and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. The Housing Authority may grant one ninety (90) day extension for newly-added family members under the age of six if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification.

Participants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Housing Authority will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided. If the Social Security Number of each household member cannot be provided to the Housing Authority of Covington within thirty (30) calendar days of it being requested, the family shall lose its place on the waiting list. During this thirty (30) calendar days, if all household members have not disclosed their SSN at the time a unit becomes available, the Housing Authority of Covington must offer the available unit to the next eligible applicant family on the waiting list.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. The Housing Authority may grant one ninety (90) day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

E. Signing Consent Forms

1. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or

more consent forms.

2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the Housing Authority of Covington to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or the Housing Authority of Covington to verify with previous or current employers or other sources of income information pertinent to the family's eligibility for or level of assistance;
 - c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits;
 - d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.
 - e. A statement allowing the Housing Authority of Covington permission to access the applicant's criminal record with any and all police and/or law enforcement agencies, and
 - f. The Federal Privacy Act is included on the consent form.

8.3 SUITABILITY

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

2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;
4. History of disturbing neighbors or destruction of property;
5. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

In deciding whether to exercise their discretion to admit an individual or household that has engaged in criminal activity, the Housing Authority of Covington will consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the leaseholder has taken all reasonable steps to prevent or mitigate the criminal activity.

7. Is on the No Trespass List maintained by the site for which they are applying.
 8. The frequency of residential moves by the applicant.
- C. The Housing Authority of Covington will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority of Covington will verify the information provided. Such verification may include but may not be limited to the following:
1. A rental history check and/or a credit check of all adult family members if the normal verification process is insufficient;
 2. A criminal background check on all adult household members, including live-in aides at no cost to the applicant. This check will be made through State or local law enforcement or court records in those cases where the

household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Housing Authority of Covington may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC). This criminal background check will proceed after each adult household member has signed a consent form designed by the Housing Authority of Covington. The information received as a result of the criminal background check shall be used solely for screening, lease enforcement and eviction purposes. The information derived from the criminal background check shall be shared only with employees of the Housing Authority of Covington who have a job-related need to have access to the information. The information shall be maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose(s) for which it was requested has been accomplished and the period for filing a challenge to the Housing Authority of Covington's action has expired without a challenge or final disposition of any litigation has occurred;

3. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
4. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing. The Housing Authority of Covington will check with our state registry and if the applicant has resided in another State(s), with that State(s)'s list. The Housing Authority of Covington will utilize the US Department of Justice's Dru Sjodin National Sex Offender website as an additional resource. The Dru Sjodin National Sex Offender Database is an online, searchable database, hosted by the Department of Justice, which combines the data from individual state sex offender registries.

If an applicant is about to be denied housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the denial or eviction occurs.

8.4 GROUND FOR DENIAL

The Housing Authority of Covington is not required or obligated to assist families where applicants or members of the applicant's household:

- A. Do not meet any one or more of the eligibility criteria;

- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other residents or staff or cause damage to the property;

For the purpose of this Policy, if any member of the applicant family has been convicted within the prior five (5) year period for this purpose, they will be determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity.

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse admission decision. Before the Housing Authority of Covington denies admission to an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. The Housing Authority can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

However, the Housing Authority of Covington may admit the household if the PHA determines:

1. The household member who engaged in the criminal activity has successfully completed a supervised rehabilitation program approved by the Housing Authority of Covington; or
2. The circumstances leading to the denial no longer exist (for example, the criminal household member is imprisoned or has died).

Being a victim of domestic violence, dating violence, or stalking is not an appropriate basis for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission. The Authority will require verification in all cases where an applicant claims protection against an action proposed to be taken by the Authority involving such individual. Types of acceptable verifications are outlined in Section 20.2B of the ACOP, and must be submitted within 14 business days after receipt of the Housing Authority's written request for verification.

- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from federally assisted housing within the past five years because of drug-related criminal activity. The five year limit is based on the date of such eviction, not the date the crime was committed.

However, the Housing Authority of Covington may admit the household if the PHA determines:

1. The evicted household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by the Housing Authority of Covington and can factually demonstrate that they are drug-free as certified by a Housing Authority of Covington approved drug lab at the cost of the applicant; or
 2. The circumstances leading to the eviction no longer exists (for example, the criminal household member is imprisoned or has died).
- K. Are currently engaging in the illegal use of a controlled substance. For purposes of this section, a member is "currently engaged in" the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current;
 - L. The Housing Authority of Covington determines that it has reasonable cause to believe that a household member's illegal use or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - M. The Housing Authority of Covington determines that it has reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents;

- N. Have engaged in or threatened abusive or violent behavior towards any Housing Authority of Covington staff member or resident;
- O. Fugitive felons, parole violators, and persons 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;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development, in a Section 8 assisted property, or on the premises of other federally assisted housing;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.
- R. Applicants who have been removed from the waiting list for cause shall not be eligible to reapply for one (1) year without proof that the reason for the removal is no longer valid.

Before the Housing Authority of Covington denies admission to the Housing Authority of Covington's public housing program on the basis of a criminal record, the Housing Authority of Covington must notify the household of the proposed action to be based on the information and must provide the person with the criminal record and the applicant (head of household) with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. The applicant will have fourteen (14) calendar days to dispute the accuracy and relevance of the record in writing. If the Housing Authority of Covington does not receive the dispute within the allotted time, the applicant will be denied.

8.5 ***INFORMAL REVIEW***

- A. If the Housing Authority of Covington determines that an applicant does not meet the criteria for receiving public housing assistance, the Housing Authority of Covington will promptly provide the applicant with written notice of the determination. The notice must contain a brief detailed statement of the reason(s) for the decision and state that the applicant may request in writing an informal review of the decision within 14 calendar days of the denial. The Housing Authority of Covington will describe how to obtain the informal review.

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

- B. The applicant may request that the Housing Authority of Covington provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant within 30 calendar days of receipt of the Notice of Denial, or within 30 calendar days of receipt of the INS appeal decision.

For the applicants, the Informal Hearing Process above will be utilized with the exception that the applicant will have up to 30 calendar days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9.0 MANAGING THE WAITING LISTS

Each of the Housing Authority of Covington's properties (Asset Management Groups) shall have its own waiting list. Families may apply to more than one wait list and may do so even when they are housed at a site owned or operated by the Housing Authority of Covington. Current Housing Authority of Covington residents must meet the criteria of the Incentive Transfer Program. For more information, see sections 7 and 10 of this document.

9.1 OPENING AND CLOSING THE WAITING LISTS

Opening of one or more of the waiting lists will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for public housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list or lists will also be announced with a public notice. The public notice will state the date the waiting list(s) will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

9.2 ORGANIZATION OF THE WAITING LISTS

The waiting lists will be maintained in accordance with the following guidelines:

- A. The application will be a permanent file;
- B. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and

- C. Any significant contacts between the Housing Authority of Covington and the applicant will be documented in the applicant file.

9.3 FAMILIES NEARING THE TOP OF WAITING LISTS

At the completion of the application, the family will be invited to an interview and the verification process will begin. At the interview, the family will present Social Security number information, birth certificates, citizenship/eligible immigrant information, and sign the Consent of Release of Information forms. If the family is found to be eligible, it is at this point and time that the family's waiting list preference will be verified.

If the family does not qualify to be near the top of the list based on their preference, the family's name will be placed in the appropriate spot on the waiting list.

Applicants will also be given the opportunity to update their HUD 92006 if applicable and if they desire.

9.4 PURGING THE WAITING LIST(S)

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

9.5 REMOVAL OF APPLICANTS FROM A WAITING LIST

The Housing Authority of Covington will not remove an applicant's name from a waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program;
- C. The applicant does not meet either the eligibility or suitability criteria for the program; or
- D. The applicant is housed.
- E. The Leasing Specialist has notified an applicant in writing that failure to accept the next apartment offer shall result in the removal of said applicant from the site's wait list. The written notice shall not occur until a minimum of two (2) offers and rejections have been documented in the applicant's file.

Applicants will be offered the right to an informal review before being removed from a waiting list.

9.6 MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the Housing Authority of Covington may be sent a notice of termination of the process for eligibility.

The Housing Authority of Covington will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Housing Authority of Covington will work closely with the family to find a more suitable time.

The Leasing Specialist shall make the final determination regarding removal of an applicant from the wait list for failure to keep a scheduled appointment.

9.7 NOTIFICATION OF NEGATIVE ACTIONS

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

10.0 RESIDENT SELECTION AND ASSIGNMENT PLAN

10.1 PREFERENCES

The Housing Authority of Covington will select families based on the following preferences within each bedroom size category based on our local housing needs and priorities:

<u>Points</u>			
Covington	Kenton	In State	Out of State
Residents	County	Residents	Residents
	Residents		

Applicants who reside or work in Covington, KY. The residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.	10	7	6	3
Applicants with an adult family member who is currently working at least 35 hours a week, at least the minimum wage, and has been doing so for the last year at the same job, are 62 or older, or are people with disabilities.	10	7	6	3
Applicants with an adult family member who is currently working at least 20 hours a week, at least minimum wage, and has been doing so for the last 180 days, are 62 or older, or are people with disabilities.	10	7	6	3
Applicants who are homeless veterans.	5	4	4	3
Applicants with an adult family member currently enrolled in an employment training program or attending school on a full-time basis.	5	3	3	2
Victims of domestic violence.	5	3	3	2
Victims of reprisals or hate crimes.	5	3	3	2
Displaced person(s): individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to the Federal Disaster Relief Laws.	5	3	3	2
High rent burden.	5	3	3	2

Applicants are placed on the waiting list by bedroom size based on the number of points received from the above preferences. Applicants claiming a preference are considered to be priority applicants. Applicants not claiming a preference are considered to be non-priority applicants.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features who reside in the development that has the vacancy. If there are no families residing in that development needing the accessible unit, it shall then be offered to families residing in other developments who may benefit from the accessible unit. If there are no families residing in the other developments needing the accessible unit, it shall then be offered to applicants on the waiting list who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above.

If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, will be requested to sign a lease rider stating they will accept a transfer (at the Housing Authority's expense) if, at a future time, a family requiring an accessible feature applies or a family requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30-day notice.

10.1.1 FEDERAL DISASTERS

In the case of a federally declared disaster, the Housing Authority of Covington reserves the right for its Executive Director to suspend its preference system for whatever duration the Executive Director feels is appropriate and to admit victims of the disaster to the program instead of those who would be normally admitted. Any other provisions of this policy can also be suspended during the emergency at the discretion of the Executive Director so long as the provision suspended does not violate a law. If regulatory waivers are necessary, they shall be promptly requested of the HUD Assistant Secretary for Public and Indian Housing.

10.2 ASSIGNMENT OF BEDROOM SIZES

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Zero bedroom units will only be assigned to one-person families. Two adults will share a bedroom unless related by blood or as necessary to assist in a reasonable accommodation.

In determining bedroom size, the Housing Authority of Covington will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children currently under a 50% or more joint custody decree, children who are temporarily away at school, or children who are temporarily in foster-care.

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

- A. Children of the same sex may share a bedroom.
- B. Children of the opposite sex, both under the age of five may share a bedroom.
- C. Adults and children will not be required to share a bedroom.
- D. Foster – adults and/or foster - children will not be required to share a bedroom with family members.
- E. Live-in aides will get a separate bedroom.

Exceptions to normal bedroom size standards include the following:

- A. Units smaller than assigned through the above guidelines – A family may request a smaller unit size than the guidelines allow. The Housing Authority of Covington will allow the smaller size unit so long as generally no more than two (2) people per bedroom are assigned. In such situations, the family will sign a certification stating they understand they will be ineligible for a larger size unit for three (3) years or until the family size changes, whichever may occur first.
- B. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. The Housing Authority of Covington will allow the larger size unit if the family provides a verified medical or disability related need that the family be housed in a larger unit.
- C. If there are no families on the waiting list for a larger size, smaller families may be housed if they sign a release form stating they will transfer (at the family's own expense) to the appropriate size unit when an eligible family needing the larger unit applies. The family transferring will be given a 30 calendar day notice before being required to move.
- D. Larger units may be offered in order to improve the marketing of a development suffering a high vacancy rate.
- E. A single person who is not an elderly person or a displaced person, or a person with disabilities shall not be provided with a unit that is larger than one-bedroom unless an extra bedroom is required in order to meet a reasonable accommodation request.

10.3 SELECTION FROM THE WAITING LIST

The Housing Authority of Covington shall follow the statutory requirement that at least 40% of newly-admitted families in any fiscal year are families whose annual income is the higher of either 30% of the area median income or the Federal poverty level (defined at

<http://www.huduser.org/portal/datasets/il/ill4/index.html> as extremely low-income). To ensure this requirement is met, the Housing Authority shall monitor the incomes of both newly-admitted families and families on the waiting list on a quarterly basis. If it appears that the requirement to house extremely low-income families will not be met, the Housing Authority will skip higher-income families on the waiting list to reach extremely low-income families.

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

10.4 DECONCENTRATION POLICY

After analysis The Housing Authority of Covington is not subject to the deconcentration requirements according to 24 CFR 903. Nevertheless, the Housing Authority of Covington will affirmatively market its housing to all eligible income groups.

10.5 RESERVED

10.6 OFFER OF A UNIT

When the Housing Authority of Covington discovers that a unit will become available, we will attempt to contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The Housing Authority of Covington will contact the family by telephone or in person to make the unit offer. The family will be given one (1) business day from the date the family was contacted.

The family will be offered the opportunity to view the unit. If the family rejects the offer of the unit, the Housing Authority of Covington will send the family a letter documenting the offer and the rejection.

It is the intent of the Housing Authority to provide unit offers to families in order of their position on the wait lists. The Housing Authority will also attempt to house vacant apartments as quickly as possible. At times, vacant apartments may be offered to more than one applicant family and in such cases the apartment will be awarded to the first family who contacts the Housing Authority to accept the unit offer. Therefore, it is imperative that applicants maintain current contact information with the Housing Authority and respond immediately to all correspondence, offers and other verbal contacts.

10.7 REJECTION OF UNIT

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

If the Housing Authority of Covington did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects a unit without good cause two times, the family will be removed from the waiting list and cannot reapply for one year.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes, but is not limited to, reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

10.8 ACCEPTANCE OF UNIT

The family will be required to sign a lease that will become effective within a reasonable period of time after the date of acceptance. However, if a family has not signed a lease for the accepted unit by the business day after it has been made available, the Property Manager shall have authority to rescind the offer without notice and rent the apartment to the first available family who signs the lease.

Prior to signing the lease, all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process. The Lease and Occupancy Orientation shall occur at the Housing Authority's main administrative building located at 2300 Madison Ave, Covington, KY 41014. Whenever practical, the orientation shall be presented on a one-on-one basis with applicant families on the same day as the lease signing. The orientation shall include the resident's rights and responsibilities under the Violence Against Women Act.

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

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Housing Authority of Covington will retain the original executed lease

in the resident's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

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

- A. **\$500.00** for a family applicant or
- B. **\$350.00** for an elderly or disabled applicant.

The Property Manager may choose to allow a new resident to pay their security deposit in up to five (5) payments. This shall be at the sole discretion of the Property Manager who may also waive security deposits during promotional events.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family. Families that move or are transferred from one site to another shall be responsible for the full balance owed to their initial Property Manager. The receiving Property Manager shall assist the prior Property Manager in collecting these amounts.

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

The Property Manager shall annually conduct an analysis of move out charges (by bedroom size) for the prior 12 month period and propose any changes to the Board of Commissioners. In general, the security amount deposits should be set to an amount equal to the average clean-up and damage charges assessed to resident's who have vacated during the 12 month period.

11.0 INCOME, EXCLUSIONS, AND DEDUCTIONS FROM INCOME

To determine annual income, the Housing Authority of Covington adds the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Housing Authority of Covington subtracts all allowable deductions (allowances) to determine the Total Resident Payment.

11.1 INCOME

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

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or

- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

If it is not feasible to anticipate a level of income over a 12-month period (e.g. seasonal or cyclic income), or the Housing Authority of Covington believes that past income is the best available indicator of expected future income, the Housing Authority of Covington may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

Annual income includes, but is not limited to, the amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. Income that could have been derived from assets worth more than \$1000 that were disposed of for less than fair market value within the past two years will be counted as income.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits

that are received in a lump sum amount or in prospective monthly amounts are excluded.)

E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)

F. Welfare assistance

1. Welfare assistance payments

a. Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

- i. Qualify as assistance under the TANF program definition at 45 CFR 260.31; and
- ii. Are not otherwise excluded under paragraph Section 11.2 of this Policy.

b. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income consists of:

- i. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- ii. The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.

2. Imputed welfare income

a. A family's annual income includes the amount of imputed welfare income (because of specified welfare benefits reductions resulting from either welfare fraud or the failure to comply with economic self-sufficiency requirements, as specified in notice to the Housing Authority of Covington by the welfare agency) plus the total amount of other annual income.

- b. At the request of the Housing Authority of Covington, the welfare agency will inform the Housing Authority of Covington 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 Housing Authority of Covington of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Housing Authority of Covington will use this information to determine the amount of imputed welfare income for a family.
- c. A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Housing Authority of Covington by the welfare agency).
- d. 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 welfare income, the imputed welfare income is reduced to zero.
- e. The Housing Authority of Covington will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- f. If a resident is not satisfied that the Housing Authority of Covington has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Housing Authority of Covington denies the family's request to modify such amount, then the Housing Authority of Covington shall give the resident written notice of such denial, with a brief explanation of the basis for the Housing Authority of Covington's determination of the amount of imputed welfare income. The Housing Authority of Covington's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- g. Relations with welfare agencies
 - 1. The Housing Authority of Covington will ask welfare agencies to inform it 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 Housing Authority of Covington 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 Housing Authority of Covington 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 housing authority. However, the Housing Authority of Covington 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 Housing Authority of Covington shall rely on the welfare agency notice to the Housing Authority of Covington of the welfare agency's determination of a specified welfare benefits reduction.

- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 ANNUAL INCOME

Annual income does not include the following, the amounts specified in the federal regulations currently found in 24 CFR 5.609:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the resident family, who are unable to live alone) or

payments made under Kin-GAP or similar guardianship care programs for children leaving the juvenile court system.;

- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution unless it is an athletic scholarship that includes assistance available for housing costs and that portion is included in income;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
 - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training

programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;

6. Temporary, nonrecurring or sporadic income (including gifts);
7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. The incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only available to the following families:
 - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years immediately preceding present employment.
 - b. Families whose income increases during the participation of a family member in any economic self-sufficiency or other job-training program.
 - c. Families who are or were, within 6 months, assisted under a State TANF or Welfare-to-Work program.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

The disallowance of increased income of an individual family member is limited to 24 consecutive months from the date of the initial increase in annual income. HUD's EID (24 CFR 960.255)

11. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
12. 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;
13. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services

and equipment needed to keep the developmentally disabled family member at home; or

14. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps;
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044 (f)(1), 5058);
 - c. Certain payments received under the Alaska Native Claims Settlement Act;
 - d. Income from sub-marginal land of the U.S. that is held in trust for certain Indian tribes;
 - e. Payments made under HHS's Low-Income Energy Assistance Program;
 - f. Income from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, section 6);
 - g. The first \$2000 of per capita shares received from judgment funds awarded by the Indian National Gaming Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, and the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408). This exclusion does not include proceeds of gaming operations regulated by the Commission;
 - h. Amount of scholarships awarded under Title IV including Work Study (20 U.S.C 1070). For Section 8 programs only (42 U.S.C. 1437f), any financial assistance in excess of amounts received by an individual for tuition and any other required fees and charges under the Higher Education Act of 1965 (20 U.S.C. 1001 *et seq.*), from private sources, or an institution of higher education (as defined under the Higher Education Act of 1965 (20 U.S.C. 1002), shall not be considered income to that individual if the individual is over the age of 23 with dependent children (Pub. L. 109-115, section 327) (as amended). See definition of Tuition in Glossary;
 - i. Payments received under the Older Americans Act of 1965 (42 U.S.C. 3056(g));

- j. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund (Pub. L. 101-201) or any other fund established pursuant to the settlement in *In Re Agent Orange Liability Litigation*, M.D.L. No. 381 (E.D.N.Y.);
- k. Payments received under the Maine Indian Claims Act (Pub. L. 96-420, 25 U.S.C. 1728);
- l. The value of child care under the Child Care and Development Block Grant Act of 1990;
- m. Earned income tax credit refund payments, for programs administered under the United States Housing Act of 1937, title V of the Housing Act of 1949, section 101 of the Housing and Urban Development Act of 1965, and sections 221 (d)(3), 235, and 236 of the National Housing Act (26 U.S.C. 32(l));
- n. Payments for living expenses under the AmeriCorps Program;
- o. Additional income exclusions provided by and funded by the Housing Authority of Covington;
- p. Any allowance paid under the provisions of 38 U.S.C. 1883© to children of Vietnam veterans born with spina bifida (38 U.S.C. 1802-05), children of women Vietnam veterans born with certain birth defects (38 U.S.C. 1811-16), and children of certain Korean service veterans born with spina bifida (38 U.S.C. 1821);
- q. 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(c));
- r. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931(a)(2));
- s. Any amount received under the Richard B. Russell School Lunch Act (42 U.S.C. 1760(e)) and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- t. Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));

- u. Payments from any deferred U.S. Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts(42 U.S.C. § 1437a(b)(4));
- v. Compensation received by or on behalf of a veteran for service connected; disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269; 25 U.S.C. 4103(9)) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act (NAHASDA) (25 U.S.C. 4101 *et seq.*) and administered by the Office of Native American Programs;
- w. A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.*, 816 F. Supp. 2d 10 (Oct. 5, 2011 D.D.C.), for a period of one year from the time of receipt of that payment as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291);
- x. Any amount in an “individual development account” as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4));
- y. Per capita payments made from the proceeds of Indian Tribal Trust Cases as described in PIH Notice 2013-30 “Exclusion from Income of Payments under Recent Tribal Trust Settlements” (25 U.S.C. 117b(a)); and
- z. Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) comparable disaster assistance provided by States, local governments, and disaster assistance organizations (42 U.S.C. 5155(d)).

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

11.3 DEDUCTIONS FROM ANNUAL INCOME

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three percent of annual income:
 - 1. Unreimbursed medical expenses of any elderly family or disabled family

including any fee paid by the participant for the Medicare Prescription Drug Program; and

2. 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, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care or auxiliary apparatus.
- D. Reasonable childcare expenses necessary for children 12 and younger to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.
- E. Child support payments.
- F. There shall be a 15% deduction from gross earned income for people who are working as a working family allowance and are not utilizing the Mandatory Earned Income Deduction.

11.4 RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

- A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within thirty (30) calendar days of receipt by the resident.
- B. The Housing Managers shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Housing Authority of Covington shall, if appropriate, adjust the resident's rent beginning at the start of the next month. If the reconciliation is completed during the final five (5) calendar days of the month, the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Housing Authority of Covington shall do one of the following:
 1. Immediately collect the back rent due to the agency;
 2. Establish a repayment plan for the resident to pay the sum due to the agency;
 3. Terminate the lease and evict for failure to report income; or

4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

11.5 COOPERATING WITH WELFARE AGENCIES

The Housing Authority of Covington will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- A. To target assistance, benefits and services to families receiving assistance in the public housing program to achieve self-sufficiency; and
- B. To provide written verification to the Housing Authority of Covington concerning welfare benefits for families applying for or receiving assistance in our housing assistance programs.

11.6 COOPERATING WITH LAW ENFORCEMENT AGENCIES

The Housing Authority of Covington will comply, on a case-by-case basis, with information requests from Federal, State or local law enforcement officers regarding possible fugitive felons and/or a parole or probation violators. The Housing Authority of Covington will supply upon legitimate request (1) the current address, (2) Social Security number and (3) photograph (if available) of any recipient of assistance.

The Federal, State or local enforcement officer must submit a request that is (1) written, (2) on law enforcement agency letterhead, and (3) is signed by the requesting officer and his or her immediate supervisor. The request for information must provide the name of the fugitive felon and/or parole or probation violator being sought, and may include other personal information used for identification. The request should also comply with the following requirements:

- A. The law enforcement agency shall notify Housing Authority of Covington that the fugitive felon and/or parole or probation violator (i) is fleeing to avoid prosecution, custody or confinement after conviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor; or (ii) is violating a condition of probation or parole imposed under Federal or State law; or (iii) has information that is necessary for the officer to conduct his/her official duties;
- B. The location or apprehension of the recipient is within the Housing Authority of Covington's official duties; and,
- C. The request is made in the proper exercise of the law enforcement agency's official duties.

12.0 VERIFICATION

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

12.1 ACCEPTABLE METHODS OF VERIFICATION

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

Other information will be verified by the following verification methods acceptable to HUD, in the order of preference indicated:

1. Up-front Income Verifications (UIV)

UIV is the verification of income through an independent source that systematically maintains income information in computerized form for a large number of individuals.

Current UIV resources include the following:

- a. **Enterprise Income Verification (EIV)** – The EIV System is a web-based application, which provides PHAs with employment, wage, unemployment compensation and social security benefit information of tenants who participate in the Public Housing and various Section 8 programs under the jurisdiction of the Office of Public and Indian Housing (PIH). Information in EIV is derived from computer matching programs initiated by HUD with the Social Security Administration (SSA) and the U.S. Department of Health and Human Services (HHS), for all program participants with valid personal identifying information (name, date of birth (DOB), and social security number (SSN)) reported on the form HUD-50058. Use of the EIV system in its entirety is mandatory for all annual and interim re-examinations. The Housing Authority of Covington will monitor the following EIV reports on a monthly basis – (1) Deceased Tenants Report,

(2) Identity Verification Report, and the (3) Immigration Report. In addition, it will monitor on a quarterly basis the following EIV reports – (1) Income Discrepancy Report, (2) Multiple Subsidy Report, and (3) the New Hires Report. Whether or not an admission is homeless will be noted in the 50058.

- b. State Wage Information Collection Agencies (SWICAs)**
- c. State systems for the Temporary Assistance for Needy Families (TANF) program**
- d. Credit Bureau Information (CBA) credit reports**
- e. Internal Revenue Service (IRS) Letter 1722**
- f. Private sector databases (e.g. The Work Number)**

It is important to note that UIV data will only be used to verify a resident's eligibility for participation in a rental assistance program and to determine the level of assistance the resident is entitled to receive and only by properly trained persons whose duties require access to this information. Any other use, unless approved by the HUD Headquarters UIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a resident until the Housing Authority of Covington has independently verified the UIV information and the resident has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include the Housing Authority of Covington's requiring the timely payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

Furthermore, the information the Housing Authority of Covington derives from the UIV system will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

The EIV Income Report must remain in the tenant file for the duration of tenancy and no longer than three years from the end of participation (EOP) date. The Housing Authority of Covington is required to maintain at a minimum, the last three years of the form HUD-50058, and supporting documentation for all annual and interim reexaminations of family income. All records are to be maintained for a period of at least three years from the effective date of the action. Once the data has served its purpose, it shall be destroyed by either burning or shredding the data.

The Housing Authority of Covington will use additional UIV resources as they become available. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

2. **Third-Party Written Verifications**

An original or authentic document generated by a third-party source dated either within the 60-day period preceding the reexamination or the Housing Authority of Covington request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is HUD's position that such tenant-provided documents are written third-party verification since these documents originated from a third-party source. The Housing Authority of Covington may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

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

The Housing Authority of Covington will obtain a month's worth of pay stubs for determining annual income from wages. For new income sources or when a month's worth of pay stubs are not available, the Housing Authority of Covington will project income based on the information from a traditional written third-party verification form or the best available information.

Note: Documents older than 60 days (from the Housing Authority of Covington interview/determination or request date) is acceptable for confirming effective dates of income.

Third-party written verifications may also be used to supplement Up-front Income Verifications. They will be utilized when there is a discrepancy of \$200 a month or more and the participant disputes the UIV results.

Note: Social Security benefit information in EIV is updated every three months. If the tenant agrees with the EIV-reported benefit information, PHAs do not need to obtain or request a benefit verification letter from the tenant.

3. **Written Third-Party Verification Form**

Also known as traditional third-party verification. A standardized form to collect information from a third-party source is distributed by the Housing Authority of

Covington. The form is completed by the third-party by hand (in writing or typeset) when sent the form by the Housing Authority of Covington.

HUD recognizes that third-party verification request forms sent to third-party sources often are not returned. In other instances, the person who completes the verification form may provide incomplete information; or some tenants may collude with the third-party source to provide false information; or the tenant intercepts the form and provides false information.

HUD requires the Housing Authority of Covington to rely on documents that originate from a third-party source's computerized system and/or database, as this process reduces the likelihood of incorrect or falsified information being provided on the third-party verification request form. The use of acceptable tenant-provided documents, which originate from a third-party source, will improve the integrity of information used to determine a family's income and rent and ultimately reduce improper subsidy payments. This verification process will also streamline the income verification process.

The Housing Authority of Covington will allow ten (10) calendar days for the return of third-party written verifications prior to continuing on to the next type of verification.

4. Third-Party Oral Verifications

This type of verification includes direct contact with the source, in person or by telephone. When this method is used, staff members will be required to document in writing with whom they spoke, the date of the conversation, the telephone number, and the facts obtained.

The Housing Authority of Covington will allow five (5) calendar days for the return of third-party oral verifications prior to continuing on to the next type of verification.

5. Review of Documents

When UIV, written and oral third-party verifications are not available within the fifteen (10) calendar day period allowed in paragraph 3 and five (5) calendar day period allowed in paragraph 4 above, the Housing Authority will use the information received by the family, provided that the documents provide complete information. Photocopies of the documents, excluding government checks, provided by the family will be maintained in the file. In cases in which documents are viewed and cannot be photocopied, staff reviewing the documents will complete a written statement as to the contents of the document(s).

6. Self-Certification and Self-Declaration

When UIV, written and oral third-party verifications are not available within the fifteen (15) calendar day period allowed in paragraph 3 and five (5) calendar day period allowed in paragraph 4 above, and hand-carried verification cannot be obtained, the Housing Authority will accept a statement detailing information needed, signed by the head, spouse, co-head, or other adult family member.

Verification forms and reports received will be contained in the applicant/tenant file. Oral third-party documentation will include the same information as if the documentation had been written, i.e. name, date of contact, amount received, etc.

When any verification method other than Up-front Income Verification is utilized, the Housing Authority of Covington will document the reason for the choice of the verification methodology in the applicant/resident's file.

The following chart comes from PIH Notice 2010-19.

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

12.2 TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third-party verification, the Housing Authority of Covington will send a request form to the source along with a release form signed by the applicant/resident via first class mail.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Not Allowed	Original Social Security Card, an appropriate government letter showing the number or other HUD-allowed method
Adult Status of the Head of Household		Valid drivers license, identification card issued by a government agency, or a birth certificate
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from a licensed medical doctor, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school, vocational and/or college students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy,	Bills, receipts, records of payment, dates of trips,

Verification Requirements for Individual Items

Item to Be Verified	3 rd party verification	Hand-carried verification
	medical professional's letter stating assistance or a companion animal is needed	mileage log, receipts for fares and tolls
Medicare Prescription Drug Coverage		A card issued by the private prescription drug plan with the words Medicare Rx on it

Value of and Income from Assets

Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth

Income

Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider,	Bank deposits, other similar evidence

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

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

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

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to public housing. If they are members of families that include citizens, the rent must be pro-rated.

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

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

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

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

12.4 VERIFICATION OF SOCIAL SECURITY NUMBERS

Prior to admission, every family member regardless of age must provide the Housing Authority of Covington with a complete and accurate Social Security Number unless they do not contend eligible immigration status. New family members must provide this verification prior to being added to the lease. If the new family member is under the age of six and has not been assigned a Social Security Number, the family shall have ninety (90) calendar days after starting to receive the assistance to provide a complete and accurate Social Security Number. The Housing Authority of Covington may grant one ninety (90) day extension for newly-added family members under the age of six if in its sole discretion

it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and was outside the control of the person.

If a person is already a program participant and has not disclosed his or her Social Security Number, it must be disclosed at the next re-examination or re-certification. Participants aged 62 or older as of January 31, 2010 whose initial eligibility determination was begun before January 31, 2010 are exempt from the required disclosure of their Social Security Number. This exemption continues even if the individual moves to a new assisted unit.

The best verification of the Social Security Number is the original Social Security card. If the card is not available, the Housing Authority of Covington will accept an original document issued by a federal or state government agency, which contains the name of the individual and the Social Security Number of the individual, along with other identifying information of the individual or such other evidence of the Social Security Number as HUD may prescribe in administrative instructions.

If a member of an applicant family indicates they have a Social Security Number, but cannot readily verify it, the family cannot be assisted until verification is provided.

If an individual fails to provide the verification within the time allowed, the family will be denied assistance or will have their assistance terminated. The Housing Authority of Covington may grant one ninety (90) day extension from termination if in its sole discretion it determines that the person's failure to comply was due to circumstances that could not have reasonably been foreseen and there is a reasonable likelihood that the person will be able to disclose a Social Security Number by the deadline.

12.5 TIMING OF VERIFICATION

Verification information must be dated within ninety (90) calendar days of certification or reexamination. If the verification is older than this, the applicant/resident will be contacted and asked to provide verification regarding any required information. When an interim reexamination is conducted, the Housing Authority will verify and update those elements reported to have changed.

12.6 FREQUENCY OF OBTAINING VERIFICATION

Household composition will be verified annually. The frequency that household income will be verified depends on the type of rent method chosen by the family.

For each family member, citizenship/eligible noncitizen status will be verified only once unless the family member is an eligible immigrant in a transitional stage of admission. In this situation, their status must be updated until they are admitted for permanent residency. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible noncitizen status will be verified.

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

12.7 SPECIAL VERIFICATION FOR ADULT STUDENTS

In addition to other verification procedures, student head of households must provide a written signed certification that the student does or does not receive any financial support from his or her parents or guardians and whether or not the student is receiving an athletic scholarship. If support is received, the certification must state the amount of the anticipated support. The Housing Authority of Covington shall verify using normal third party verification procedures that amount by communicating directly with the supporting person(s). If an athletic scholarship is involved, the Housing Authority of Covington shall determine if any of the scholarship is available for housing costs.

12.8 DISCREPANCIES IN VERIFIED INFORMATION

An EIV Income Report shall be pulled from the system before annual or interim reexamination is conducted for any family and compared with family-reported information. If the EIV report reveals an income source that was not reported by the tenant or a substantial difference (defined as \$2400 or more annually) in the reported income information, the Housing Authority of Covington will:

- A. Discuss the income discrepancy with the tenant; and
- B. Request the tenant to provide any documentation to confirm or dispute the unreported or underreported income and/or income sources; and
- C. In the event the tenant is unable to provide acceptable documentation to resolve the income discrepancy, the Housing Authority of Covington will request from the third-party source, any information necessary to resolve the income discrepancy; and
- D. If applicable, determine the tenant's underpayment of rent as a result of unreported or underreported income, retroactively*; and
- E. Take any other appropriate action.

*The Housing Authority of Covington will determine the retroactive rent as far back as the existence of complete file documentation (form HUD-50058 and supporting documentation) to support such retroactive rent determinations.

The tenant will be provided an opportunity to contest the Housing Authority of Covington's determination of tenant rent underpayment. Tenants will be promptly notified in writing of any adverse findings made on the basis of the information verified through the aforementioned income discrepancy resolution process. The tenant may contest the findings in accordance with established grievance procedures. The Housing Authority of Covington will not terminate, deny, suspend, or reduce the family's assistance until the expiration of any notice or grievance period.

When there is an unsubstantial or no disparity between tenant-reported and EIV-reported income information, the Housing Authority of Covington will obtain from the tenant, any necessary documentation to complete the income determination process. As noted previously, the Housing Authority of Covington may reject any tenant-provided documentation, if the Authority deems the documentation unacceptable. Documentation provided by the tenant will only be rejected for only the following reasons:

- A. The document is not an original; or
- B. The original document has been altered, mutilated, or is not legible; or
- C. The document appears to be a forged document (i.e. does not appear to be authentic).

The Housing Authority of Covington will explain to the tenant, the reason(s) the submitted documents are not acceptable and request the tenant to provide additional documentation. If at any time, the tenant is unable to provide acceptable documentation that the Housing Authority of Covington deems necessary to complete the income determination process, the Authority will submit a traditional third-party verification form to the third-party source for completion and submission to the Housing Authority of Covington.

If the third-party source does not respond to the Housing Authority of Covington's request for information, the Authority is required to document the tenant file of its attempt to obtain third-party verification and that no response to the third-party verification request was received.

The Housing Authority of Covington will then pursue lower level verifications in accordance with the verification hierarchy.

13.0 DETERMINATION OF TOTAL RESIDENT PAYMENT AND RESIDENT RENT

13.1 FAMILY CHOICE

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

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo. Their family composition must still be reviewed annually.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, the Housing Authority of Covington will provide them with the following information whenever they have to make rent decisions:
 - 1. The Housing Authority of Covington's policies on switching types of rent in case of a financial hardship; and
 - 2. The dollar amount of resident rent for the family under each option. If the family chose a flat rent for the previous year, the Housing Authority of Covington will provide the amount of income-based rent for the subsequent year only the year the Housing Authority of Covington conducts an income reexamination or if the family specifically requests it and submits updated income information.

13.2 THE INCOME METHOD

The total resident payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income; or
- C. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or

D. The minimum rent of \$50.

13.3 MINIMUM RENT

The Housing Authority of Covington has set the minimum rent at \$50. If the family requests a hardship exemption, however, the Housing Authority of Covington will suspend the minimum rent beginning the month following the family's request until the Housing Authority's Recertification Specialist can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting on an eligibility determination for a Federal, State, or local assistance program including a family that includes a member who is a non-citizen 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;
2. When the family would be evicted because it is unable to pay the minimum rent;
3. When the income of the family has decreased because of changed circumstances, including loss of employment; and
4. When a death has occurred in the family.

B. No hardship. If the Recertification Specialist determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.

C. Temporary hardship. If the Recertification Specialist reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will be not be imposed for a period of 90 calendar days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Property Manager may offer a repayment agreement in accordance with Section 19 of this policy for any rent not paid during the period of suspension.

D. Long-term hardship. If the Recertification Specialist determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.

E. All minimum rent payers or people exercising a valid hardship exemption shall have their income re-verified on a quarterly basis.

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

13.4 THE FLAT RENT

The Housing Authority of Covington has set a flat rent for each public housing unit. The flat rate is determined annually, based on the market rental value of the unit using one of the following three options:

- A. Option One: The Housing Authority of Covington will establish a flat rent for each public housing unit that is no less than 80 percent of the applicable Fair Market Rent (FMR) as determined under 24CFR part 888, subpart A.
- B. Option Two: No less than 80 percent of an applicable small area FMR (SAFMR) or unadjusted rent¹, if applicable, as determined by HUD, or any successor determination, that more accurately reflects local market conditions and is based on an applicable market area that is geographically smaller than the applicable market area used in the first paragraph of this section. If HUD has not determined an applicable SAFMR or unadjusted rent¹, the Housing Authority of Covington will rely on the applicable FMR under the first option or may apply for an exception flat rate under the third option. No other smaller geographical FMRs will be allowed by HUD; (See footnote 1 for HUD's definition of "unadjusted rent" as related to Flat Rent requirements);
- C. Option Three: The Housing Authority of Covington may request, and HUD may approve, on a case-by-case basis, a flat rent that is lower than the amounts in Options One and Two of this section, subject to the following requirements:
1. The Housing Authority of Covington must submit a market analysis of the applicable market.
 2. The Housing Authority of Covington must demonstrate, based on the market analysis, that the proposed flat rent is a reasonable rent in comparison to rent for other comparable unassisted units, based on the location, quality, size, unit type, and age of the public housing unit and any amenities, housing services, maintenance, and utilities to be provided by the PHA in accordance with the lease.
 3. All requests for the exception flat rents under this option must be submitted to HUD.

The Housing Authority of Covington will not implement Option Three prior to receiving HUD's written approval. A new market analysis and a new HUD written approval is required every year.

The option chosen to establish the required flat rent will be the sole decision of the Housing Authority of Covington.

There is no utility allowance for families paying a flat rent because the Housing Authority of Covington has already factored who pays for the utilities into the flat rent calculations. If the resident pays their own utilities, the calculated flat rent shall be reduced by a reasonable utility allowance based on an energy-conservative household of modest circumstances.

Annually, no later than 90 days after issuance of new FMRs or SAFMRs by HUD, the Housing Authority of Covington will compare the current flat rent amount to the applicable FMR and SAFMR/unadjusted rent¹. If the flat rent is at least 80 percent of the lower of the FMR or SAFMR/unadjusted rent, the Housing Authority of Covington is in compliance with the law, and no further steps are necessary. If the flat rent is less than 80 percent of the lower of the FMR and SAFMR, the Housing Authority of Covington will adjust the flat rents at no less than 80 percent of the lower of the FMR or SAFMR/unadjusted rent¹, subject to the utilities adjustment required for tenant-paid utilities, or the Housing Authority of Covington may request an exception flat rent pursuant to Option Three, as described above. Revised flat rents will become effective for all families admitted after the flat rent is changed or at the lease renewal for an existing resident. (See footnote 1 for HUD's definition of "unadjusted rent" as relates to Flat Rent requirements).

As for flat rent phase-ins, previous regulations in PIH Notice 2014-12 and the subsequent FAQ's, HUD provided flexibility to PHAs to phase in all flat rent increases over a three-year period, including those increases that were 35 percent or less.

However, the FY 2015 Appropriations Act provides the Housing Authority of Covington additional flexibility to establish flat rents at lower amounts, thereby eliminating the need for the three-year phase-in of flat rent increases that are 35 percent or less. **Therefore, the only flat rent increases that will be phased-in are those where a family's rent will increase by more than 35 percent.**

¹The unadjusted rent is the FMR estimated directly from the American Community Survey (ACS) source data that HUD uses to calculate FMRs before HUD applies its state non-metropolitan minimum rent policy. HUD maintains a minimum FMR policy within Housing Choice Voucher program (HCV) in response to numerous public concerns that FMR's in rural areas were too low to operate the HCV program successfully. The policy establishes the FMRs at the higher of the local FMR or the State-wide average FMR of non-metropolitan counties, subject to a ceiling rent cap. The rationale for having a state minimum FMR is that some low-income, low-rent non-metropolitan counties have ACS-based FMR estimates that appear to be below long-term operating costs for standard quality rental units and raise concerns about housing quality. State minimum FMRs have been set at the respective state-wide population weighted median non-metropolitan rent level, but are not allowed to exceed the U.S. median non-metropolitan rent level.

Agencies that began phase-ins for families with rent increases at 35 percent or less last year shall follow the actions outlined below at the family's next annual rent option:

1. On a case-by-case basis, at the family's next annual rent option, compare the updated flat rent amount applicable to the unit to the rent that was being paid by the family immediately prior to the annual rent option:
 - a. If the updated flat rent amount would not increase a family's rental payments by more than 35 percent, the family may choose to pay either the updated flat rent amount or the previously calculated income-based rent.

- b. If the agency determines that the updated flat rent amount would increase a household's rental payment by more than 35 percent, the family may choose to pay the phased-in flat rent amount resulting from the flat rent impact analysis or the previously calculated income-based rent.

Affected families will be given a 30-day notice of any rent increase. Upward adjustments are applied on the anniversary date for each affected family while reductions shall take effect the following month (for more information on flat rents, see Section 15.3).

The Housing Authority of Covington will post the flat rents at each of the developments and at the central office and flat rents are incorporated in this policy upon approval by the Board of Commissioners.

There is no utility allowance for families paying a flat rent because the Housing Authority of Covington has already factored who pays for the utilities into the flat rent calculation.

13.5 CEILING RENT

The Housing Authority of Covington has set a ceiling rent for each public housing unit. The amount of the ceiling rent will be re-evaluated annually by the Property Manager and approved by the Board of Commissioners. Affected families will be given a 30-day notice of any rent increase. Upward adjustments are applied on the anniversary date for each affected family while reductions shall take effect the following month.

The Housing Authority of Covington will post the ceiling rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.6 RENT FOR FAMILIES UNDER THE NONCITIZEN RULE

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

The family's assistance is prorated in the following manner:

- A. Determine the 95th percentile of gross rents (resident rent plus utility allowance) for

the Housing Authority of Covington. The 95th percentile is called the maximum rent.

- B. Subtract the family's total resident payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total resident payment. From this amount subtract the full utility allowance to obtain the prorated resident rent.

13.7 UTILITY ALLOWANCE

The Housing Authority of Covington shall establish a utility allowance for all check-metered utilities and for all resident-paid utilities. The allowance will be based on a reasonable consumption of utilities by an **energy-conservative** household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Housing Authority of Covington will review the actual consumption of resident families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's income-based rent to determine the amount of the Resident Rent. The Resident Rent is the amount the family owes each month to the Housing Authority of Covington. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the resident. Any savings resulting from utility costs below the amount of the allowance belongs to the resident.

HUD does not allow a housing authority to provide the utilities necessary to operate air conditioning. Normally, this is taken into effect with the establishment of the utility allowance. At Golden Towers, the Housing Authority of Covington has provided air conditioning units that cannot be monitored. As a result, the Housing Authority of Covington is requesting the electricity provider to estimate the cost of air conditioning for the cooling season and each resident will be invoiced their prorated share over a 12 month period. This charge will be adjusted whenever the cost of electricity increases. A Golden Towers' residents rent will only increase upon the resident's recertification.

For Housing Authority of Covington paid utilities, the Housing Authority of Covington will monitor the utility consumption of each household. Any consumption in excess of the allowance established by the Housing Authority of Covington will be billed to the resident monthly.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the Housing Authority of Covington for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of Housing Authority of Covington purchased utilities or from payment of utility supplier billings in excess of the utility allowance for resident-paid utility costs may be granted by the Housing Authority of Covington on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

13.8 PAYING RENT

Rent and other charges are due and payable on the first day of the month. **All rents, charges and penalties must be mailed to PO Box 15487 Covington, KY 41015-9902. Payments must be received in full no later than the 7th of the month, unless prior approval from management office.** Reasonable accommodations for this requirement may be made for persons with disabilities. As a safety measure, no cash will be accepted as a rent payment.

If the rent is not paid by the seventh day of the month, a Notice to Vacate will be issued to the resident. In addition, a \$20.00 late charge will be assessed to the resident if the rent is paid after the seventh day of the month and before the eighteenth day of the month. If the rent is not paid before the 18th day of the month, the late charge will increase by \$30.00 for a total late charge of \$50.00. If rent is paid by a personal check and the check is returned for insufficient funds, this shall be considered a non-payment of rent and will incur the late charge plus an additional charge equal to the amount the Housing Authority of Covington's bank charges the Housing Authority.

14.0 COMMUNITY SERVICE AND/SELF-SUFFICIENCY REQUIREMENT

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this

requirement beginning in the month after the move-in month. The eight hours of activity may be completed at eight hours each month or aggregated across a year, as long as 96 hours are completed by each annual certification.

14.2 EXEMPTIONS

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

- A. Family members who are 62 or older
- B. Family members who are:
 - 1. blind or disabled as described under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C 416(I)(1), Section 1382(c)) and who certify that because of this disability, she or he is unable to comply with the community service requirements; or
 - 2. Family members who are the primary care giver of such individual.
- C. Family members engaged in work activities as defined in section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)), specified below:
 - 1. Unsubsidized employment;
 - 2. Subsidized private-sector employment;
 - 3. Subsidized public-sector employment;
 - 4. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - 5. On-the-job- training;
 - 6. Job-search;
 - 7. Community service programs;
 - 8. Vocational educational training (not to exceed 12 months with respect to any individual);
 - 9. Job-skills training directly related to employment;
 - 10. Education directly related to employment in the case of a recipient who has

not received a high school diploma or a certificate of high school equivalency; and

11. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate.
- D. Able to meet requirements under a State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program in our State, including a State-administered Welfare-to-Work program and/or Food Stamps; or
 - E. A member of a family receiving assistance, benefits or services under a State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any welfare program of our State (HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state). Therefore, if a tenant is a member of a family receiving assistance under SNAP, and has been found by the State to be in compliance with the program requirements, that tenant is exempt from the CSSR, including a State-administered Welfare-to-Work program, and has not been found by the State other administering entity to be in non-compliance with such a program.

14.3 NOTIFICATION OF THE REQUIREMENT

The Housing Authority of Covington shall identify all adult family members who are apparently not exempt from the community service requirement at the initial lease signing and at each subsequent re-exam.

The Housing Authority of Covington shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status in writing. The Housing Authority of Covington shall verify such claims. If a resident does not agree with the Housing Authority of Covington's determination, he or she can appeal by following the Grievance Policy. Changes in exempt or non-exempt status of a resident shall be reported by the resident to the Housing Authority of Covington within ten (10) calendar days of the change.

At least execution or re-examination, all adult members (18 or older) of a public housing resident family must:

- A. Provide all requested **documentation**, if applicable, that they qualify for an exemption; (Documentation provided by the tenant will be used (and verified if necessary) by the Housing Authority of Covington to determine whether the tenant is exempt from the CSSR), and

- B. Sign a certification that they have received and read the policy and understand that, if they are not exempt, failure to comply with the community service requirements will result in non-renewal of their lease, per 24 CFR 966.4(1)(2)(iii)(D).

When a non-exempt person becomes exempt, it is his or her responsibility to report this to the Housing Authority of Covington and provide documentation. When an exempt person becomes non-exempt, it is his or her responsibility to report this to the Housing Authority of Covington as soon as possible.

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

14.4 VOLUNTEER OPPORTUNITIES

Eligible community service activities include, but are not limited to, serving at:

- A. Local public or non-profit institutions, such as schools, Head Start Programs, before – or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods, or clothes closets (distributing donated clothing);
- B. Non-profit organizations serving Housing Authority of Covington residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, Police Activities League (PAL), organized children’s recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
- C. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
- D. Public or non-profit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
- E. Housing Authority of Covington housing to improve grounds or provide gardens (so long as such work does not alter the Housing Authority of Covington’s insurance coverage), or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board, outreach and assistance with Housing Authority of Covington-run self-sufficiency activities including supporting computer learning centers; and
- F. Care for children of other residents so parents may volunteer.

In order to facilitate easier documentation of the community service provided, residents shall work exclusively for non-profits or governmental entity. Any required court-ordered

community service or probation-based work shall not count towards a resident's required 8 hours per month of community service.

Eligible self-sufficiency activities include, but are not limited, to:

- A. Job readiness or job training while not employed;
- B. Training programs through local One-Stop Career Centers, Workforce Investment Boards (local entities, administered through the U.S. Department of Labor), or other training providers;
- C. Higher education (junior college or college);
- D. Apprenticeships (formal or informal);
- E. Substance abuse or mental health counseling;
- F. Reading, financial and/or computer literacy classes;
- G. English as a Second Language and/or English proficiency classes;
- H. Budgeting and credit counseling.

Together with the resident advisory councils, the Housing Authority of Covington may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

14.5 THE PROCESS

At a non-exempt resident's initial lease signing the Housing Authority of Covington will provide a volunteer time sheet to the family member. Instructions for the time sheet will require the individual to complete the form and have a supervisor date and sign for each period of work. Completed time sheets shall be submitted to the Property Manager for review during the month of annual re-certification.

At each regularly scheduled rent re-examination, each non-exempt family member will present a signed certification on a form provided by the Housing Authority of Covington of CSSR activities performed over the previous twelve (12) months. The Housing Authority of Covington will obtain third-party verification of CSSR completion administered through outside organizations.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Property Manager will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure, a right to be represented by counsel, and the opportunity to any available judicial remedy; and
- C. That, unless the family member(s) enter into a written work-out agreement or moves, the lease will not be renewed so long as at least one year has transpired;

14.7 OPPORTUNITY FOR CURE

The Property Manger will offer the family member(s) the opportunity to enter into a work-out agreement to cure prior to the anniversary of the lease or upon the expiration of each month when the resident is residing on a month-to-month basis. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement if the deficiency is for the first year of tenancy or over the next month period if the resident is residing on a month-to-month basis and the resident shall at the same time stay current the community service requirement. The first hours a resident earns go toward the current commitment until the current commitment is made.

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

14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the Housing Authority of Covington may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirements. However, residents may assist employees in performing their duties.

15.0 RECERTIFICATIONS

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

15.1 GENERAL

The Housing Authority of Covington will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or income method, and scheduling an appointment if they are currently paying an income rent. If the family thinks they may want to switch from a flat

rent to an income rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the income method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Housing Authority of Covington will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

Also, during the recertification, each household shall be asked whether any member is subject to the lifetime registration requirement under a state registration program. The Housing Authority will verify this information using the Dru Sjodin National Sex Offender Database and document this information in the same method used at admission. For any admissions after June 25, 2001 (the effective date of the Screening and Eviction for Drug Abuse and Other Criminal Activity final rule), if the recertification screening reveals that the tenant or a member of the tenant's household is subject to a lifetime sex offender registration requirement, or that the tenant has falsified information or otherwise failed to disclose his or her criminal history on their application and/or recertification forms, the Housing Authority will pursue eviction of the household.

If a family is about to be evicted from housing based on either the criminal check or the sex offender registration program, the applicant will be informed of this fact and given an opportunity to dispute the accuracy of the information before the eviction occurs.

15.2 MISSED APPOINTMENTS

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

15.3 FLAT RENTS

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

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income amount.
- B. The amount of the flat rent

- C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

Once a family returns to the income based method during their "lease year" they cannot go back to a flat rent until their next regular annual reexamination.

- F. The dates upon which the Housing Authority of Covington expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

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

15.4 THE INCOME METHOD

During the interview, the family will provide all information regarding income, assets, deductions (eligible expenses), and other information necessary to determine the family's

share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

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

The total resident payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income;
- C. The welfare rent; or;
- D. The minimum rent.

The family shall be informed of the results of the rent calculation under both the Income Method and the Flat Rent and given their choice of which rent to pay.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

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

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

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 INTERIM REEXAMINATIONS

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

Resident does not have to report an increase in a source of income previously reported. Families are required to report the following changes to the Housing Authority of Covington's Occupancy Department between regular reexaminations. If the family's rent is being determined under the income method, these changes will trigger an interim reexamination. The family shall report these changes within fifteen (15) calendar days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded

custody.

- B. A household member is leaving or has left the family unit.
- C. Any Kentucky Temporary Assistance Payment (KTAP) sanctions.
- D. Any new sources of income.

In order to add a household member other than through birth, adoption, or court-awarded custody, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Housing Authority of Covington will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

A family's request for a live in aide must be made in writing. The Housing Authority of Covington will verify the need for a live in aide with a reliable, knowledgeable professional provided by the family, such as a doctor, social worker, or case worker. For continued approval, the family must submit a new, written request-subject to HAC 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 care; and
2. Would not be living in the unit except to provide the necessary supportive services.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Such request shall be made in writing on the Appointment Request Form and submitted to the Recertification Specialist. Upon such request, the Housing Authority of Covington will take timely action to process the interim reexamination and recalculate the resident's rent.

All changes in income and household composition must be reported to the Housing Authority's Occupancy Department at 2300 Madison Avenue in writing AND in person (by appointment) with both being required except for those living in Golden Towers who report these changes to their site office.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (minimum renters) or have a temporary decrease in income, the Housing Authority of Covington may schedule special reexaminations every thirty (30) calendar days until the income stabilizes and an annual income can be determined.

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

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

If the new rent is a reduction and any delay is beyond the control of the family, the reduction becomes effective on the first day of the month after the Resident reports the change in household circumstances and provides the appropriate documentation. This rent change may be made retroactive to the appropriate date if less than ten (10) working days prior to the end of the month have been given to the Landlord to process this change.

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

15.9 HOUSING AUTHORITY MISTAKES IN CALCULATING RENT

If the Housing Authority of Covington makes a mistake in calculating a resident's rent contribution and overcharges the resident, the resident shall receive a refund for the amount of the mistake going back a maximum of eighteen (18) months. The refund shall be given to the resident as soon as practical or credited to the resident's account, whichever the resident desires unless the resident owes the Housing Authority money in which case the debt shall be offset to the degree possible before the resident chooses between the two refund methods.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
-

- B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Housing Authority of Covington's deconcentration goal, if appropriate.
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.

16.2 CATEGORIES OF TRANSFERS

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

Category B: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization, revitalization, disposition or demolition work to proceed. When an accessible unit becomes available, it shall first be offered to families needing it who reside on the site that has the vacancy, then to other public housing residents needing the special accessibility features, and finally to appropriate people on the waiting list.

Category C: Incentive Transfers. Responsible, long-term residents may be rewarded with a transfer to another apartment managed by the Housing Authority of Covington subject to the following conditions:

- a. The resident has lived in their current apartment for at least 3 years.
- b. The resident has not failed a housekeeping inspection for at least 2 years prior to being placed on the incentive transfer wait list and does not fail a housekeeping inspection while they are on the incentive transfer wait list.
- c. No documented lease violations have occurred within the residents household for at least 1 year prior to being placed on the incentive transfer wait list and the resident's household remains free of documented lease violations while they are on the incentive transfer wait list.

- d. No lease termination proceedings may have occurred within 3 years of being placed on the incentive transfer wait list and the resident remains free of lease termination proceedings while they are on the incentive transfer wait list.
- e. The resident has fully paid their balance at the time they are placed on the incentive transfer wait list and must keep their account current while they are on the incentive transfer wait list.
- f. The resident has timely paid their rent without incurring late fees for the 12 month period prior to being placed on the incentive transfer wait list.

Residents who wish to be placed on the incentive transfer wait list may apply for consideration beginning July 1, 2007. The Housing Authority of Covington will allow incentive transfers at a rate not to exceed 1 resident per site each month. Transfers may take place both within and between sites managed by the Housing Authority. Residents on the incentive transfer wait list will be drawn in order of seniority based on their length-of-stay with the Housing Authority of Covington. The Incentive Transfer program may be suspended by the Executive Director with written notice to all residents on the incentive transfer wait list.

Transfers to Mixed-Financed Properties – The Housing Authority of Covington may, at its option, transfer one or more current residents to mixed-finance properties during the initial lease-up period. Transferees will occupy public housing units located within these properties which may be managed by either the Housing Authority of Covington or a private contractor. Residents will be required to sign a lease addendum agreeing to abide by lease requirements and house rules unique to the mixed-finance property. Households selected for this category of transfer must be drawn from the incentive transfer wait list.

Category D: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Housing Authority of Covington occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for **non-emergency** but medically advisable transfers, and other transfers approved by the Housing Authority of Covington when a transfer is the only or best way of solving a serious problem or rewarding exemplary behavior.

16.3 DOCUMENTATION

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

16.4 RESERVED

16.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each

category by date and time.

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

Transfers in categories C and D will be housed along with applicants for admission at a ratio of no more than four transfers per month.

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

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

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

16.6 COST OF THE FAMILY'S MOVE

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

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);

- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit);
or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

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

- A. When the transfer is needed in order to carry out modernization, disposition or demolition activities; or
- B. When action or inaction by the Housing Authority of Covington has caused the unit to be unsafe or inhabitable.

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

16.7 RESIDENTS IN GOOD STANDING

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

16.8 TRANSFER REQUESTS

A resident may request a transfer at any time by completing a transfer request form. In considering the request, the Housing Authority of Covington may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. The Housing Authority of Covington will review the request in a timely manner and if a meeting is desired, it shall contact the resident within twenty (20) business days of receipt of the request to schedule a meeting.

The Housing Authority of Covington will grant or deny the transfer request in writing within twenty (20) business days of receiving any requested documentation that supports the request for a transfer.

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

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

16.9 RIGHT OF THE HOUSING AUTHORITY OF COVINGTON IN TRANSFER POLICY

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

17.0 INSPECTIONS

An authorized representative of the Housing Authority of Covington and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Housing Authority of Covington file and a copy given to the family member. An authorized Housing Authority of Covington representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset against any Housing Authority of Covington damages to the unit above normal wear and tear.

17.1 MOVE-IN INSPECTIONS

The Property Manager, or their designee, and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the resident file.

17.2 ANNUAL INSPECTIONS

The Property Manager will inspect each public housing unit at least twice a year to ensure that each unit meets the Housing Authority of Covington's housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment. In addition, residents are required to check all their smoke detectors on a monthly basis and immediately report any malfunctions or dead batteries to their Housing Manager.

17.4 SPECIAL INSPECTIONS

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

17.5 RESERVED

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the Property Manager will give the resident at least two (2) calendar days written notice.

17.7 EMERGENCY INSPECTIONS

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

17.8 PRE-MOVE-OUT INSPECTIONS

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

17.9 MOVE-OUT INSPECTIONS

The Property Manager shall conduct the move-out inspection within 24 hours after the resident vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the resident is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

18.0 PET POLICY

18.1 EXCLUSIONS

This policy does not apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities unless they are vicious animals as described below. These animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their

neighbors or acting in a vicious manner. The person requesting this exclusion to the Pet Policy of this housing authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The Housing Authority of Covington will verify the existence of the disability, and the need for the accommodation— if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the Housing Authority of Covington is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation if the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

Visiting pets (other than assistive animals), or pets owned by someone other than the Resident, are not allowed.

18.2 PETS IN PUBLIC HOUSING

The Housing Authority of Covington allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In addition, residents are responsible if their pets attack or harm any others whether they are fellow residents, visitors to the property of Housing Authority of Covington staff members. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Housing Authority of Covington harmless from any claims caused by an action or inaction of the pet.

18.3 APPROVAL

Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request. Residents must give the Housing Authority a picture of the pet each year so it can be identified if it is running loose. Residents must provide evidence that their pet can be properly secured outside the affected area when Housing Authority staff or contractors are required to enter the unit.

18.4 TYPES AND NUMBER OF PETS

The Housing Authority of Covington will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

A maximum of two pets per unit will be allowed according to this schedule.

Unit Size	Pets
Zero Bedroom	1
One Bedroom	1
Two Bedrooms	1
Three Bedrooms	2
Four or More Bedrooms	2

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed twenty (20) pounds in weight projected to full adult size.

18.5 INOCULATIONS

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian, state or local official, or the provider of the appropriate inoculation material shall be annually filed with the Housing Authority of Covington to attest to the inoculations.

18.6 PET DEPOSIT

A pet deposit of \$200 for all uncaged or contained animals is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear. A separate deposit is required for each pet. Add \$200 pet deposit per bird cage and fish tank over 10 gallons, with a maximum tank of 35 gallons.

18.7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet and \$10 a month, whichever is greater. Residents who are registered with a pet as of July 1, 2015 shall be exempt from the monthly fee. Also, any pet-related insect or rodent infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Housing Authority of Covington reserves the right to exterminate and charge the resident.

18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or Housing Authority of Covington personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.

Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

18.9 DESIGNATION OF PET AREAS

Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if the Housing Authority of Covington designates a pet area for the particular site. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, beauty shop, hallways or office in any of our sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/building(s). This shall be implemented based on demand for this service.

If animal control charges a fee for coming to the site because of a particular, this fee shall become with responsibility of the pet's owner with a 10% override being added for the involvement of the Housing Authority of Covington.

18.10 MISCELLANEOUS RULES

Pets may not be left unattended in a dwelling unit for over 12 hours. If the pet is left unattended and no arrangements have been made for its care, the HA will have the right to

enter the premises and take the uncared for pet to be boarded at a local animal care facility at the total expense of the resident.

Pet bedding shall not be washed in any common laundry facilities.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.

A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violates any other conditions of this policy may be required to remove his/her pet from the development within 10 calendar days of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

The Housing Authority's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

All cats and dogs must wear a tag at all times.

18.11 REMOVAL OF PETS

The Housing Authority of Covington, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Housing Authority of Covington has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim

the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

19.0 REPAYMENT AGREEMENTS

When a resident owes the Housing Authority of Covington retroactive rent or back charges and is unable to pay the balance by the due date, the resident may request that the Housing Authority of Covington allow them to enter into a Repayment Agreement. The Property Manager has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months unless extraordinary circumstances exist. The initial payment shall equal or exceed 25% of the amount due unless it is specifically waived by the Director of Operations in writing. If feasible, the total amount paid will not exceed 40% of monthly adjusted income. All Repayment Agreements must be in writing and signed by both parties. They must include the following elements:

- A. References to the paragraphs in the Public Housing lease whereby the tenant is in non-compliance and may be subject to termination of tenancy or assistance, or both.
- B. The monthly retroactive rent payment amounts is in addition to the family's regular rent contribution and is payable to the PHA.
- C. The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- D. Late or missed payments constitute default of the repayment agreement and may result in termination of tenancy and/or assistance.

20.0 TERMINATION

20.1 TERMINATION BY RESIDENT

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

20.2 TERMINATION BY THE HOUSING AUTHORITY

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

- A. Nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated

chronic late payment of rent (two times in a six month period);

- B. Failure to keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition;
- C. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews, or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
- D. Furnishing false or misleading information during the application or review process;
- E. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- F. Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- G. Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
- H. Failure to abide by applicable building and housing codes materially affecting health or safety;
- I. Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- J. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- K. Failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- L. Any activity by a household member, guest, or any other person on the premises under the Resident's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Landlord. This includes bullying. There is zero tolerance for adult and youth bullying on HAC premises;
- M. Failure to abide by the provisions of the pet policy;
- N. Allowing any animal not approved in advance in writing to visit the premises for any length of time;
- O. Any violent or drug-related criminal activity caused by a household member, guest,

or any other person under the Resident's control, on or off the premises;

- P. Alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- Q. Failure to perform required community service or be exempted there from;
- R. Failure to provide proof that any required monthly community service has been performed on or before the seventh calendar day of each succeeding month;
- S. Failure to allow inspection of the dwelling unit;
- T. Disconnecting a smoke detector in any manner, removing any batteries from a smoke detector or failing to notify the Housing Authority if the smoke detector is inoperable for any reason;
- U. Determination that a family member has knowingly permitted an ineligible non-citizen, not listed on the lease, to permanently reside in their public housing unit;
- V. Determination or discovery that a resident is a registered sex offender;
- W. Upon notification from the City of Covington that the leased premises has been classified as a "criminal activity nuisance" and the actions or inactions of the Resident, household member, or other person under their control led to this classification.

In deciding whether to exercise their discretion to terminate an individual or household that has engaged in criminal activity, the Housing Authority of Covington will consider all of the circumstances relevant to the particular admission or eviction decision, including but not limited to: the seriousness of the offending action; the effect that eviction of the entire household would have on family members not involved in the criminal activity; and the extent to which the leaseholder has taken all reasonable steps to prevent or mitigate the criminal activity.

An arrest record, alone, will not serve as sufficient evidence of criminal activity that can support an adverse termination, or eviction decision. Before the Housing Authority of Covington evicts an individual or household on the basis of criminal activity by a household member or guest, it will determine that the relevant individual actually engaged in such activity.

An arrest record can trigger an inquiry into whether there is sufficient evidence to determine that a person engaged in disqualifying criminal activity, but is not itself evidence on which to base a determination. The Housing Authority of Covington can utilize other evidence, such as police reports detailing the circumstances of the arrest, witness statements, and other relevant documentation to assist them in

making a determination that disqualifying conduct occurred. Reliable evidence of a conviction for criminal conduct that would disqualify an individual for tenancy may also be the basis for determining that the disqualifying conduct in fact occurred.

- X. Determination that a household member is illegally using a drug or when the Housing Authority of Covington 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.;
- Y. Violating the Housing Authority Smoking Policy; or
- Z. Allowing someone on the Housing Authority of Covington No Trespass List to visit the property.

If an individual or family's lease is terminated for criminal activity, the Property Manager will notify the local post office serving the development that the individual or family no longer lives there.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the Property Manager may consider circumstances relevant to the particular case such as the seriousness 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, and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

20.2A VAWA PROTECTIONS

Under the Violence Against Women Act (VAWA), public housing residents have the following specific protections, which will be observed by the Housing Authority of Covington:

An incident or incidents or actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not in itself be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The Housing Authority may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants. This is also true even if the household member is not a signatory to the lease. Under VAWA, the Housing Authority of Covington is granted the authority to bifurcate the lease.

The Housing Authority will honor court orders regarding the rights of access or control of the property.

There is no limitation on the ability of the Housing Authority to evict for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a “more demanding standard” than non-victims.

There is no prohibition on the Housing Authority evicting if it “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant’s (victim’s) tenancy is not terminated.” An actual and imminent threat consists of a physical danger that is real, would occur within an immediate timeframe, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The Housing Authority of Covington shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority. Types of acceptable verifications are outlined below, and must be submitted within 14 business days after receipt of the Housing Authority’s written request for verification.

20.2B VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE OR STALKING

The Housing Authority of Covington shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

- A. **Requirement for Verification.** The law allows, but does not require, the Housing Authority of Covington to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. The Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. **HUD-approved form (HUD-50066)** - By providing to the Housing Authority a written certification, on the form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in

reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. ***Other documentation*** - by providing to the Housing Authority documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. ***Police or court record*** – by providing to the Housing Authority a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by the Housing Authority to provide verification, must provide such verification within 14 business days after receipt of the written request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action. The submission of false information may be the basis for the termination of assistance or for eviction.

C. *Managing conflicting documentation.* In cases where the Housing Authority of Covington 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 Housing Authority of Covington may determine which is the true victim by requiring third-party documentation as described in 24 CFR 5.2007 and in accordance with any HUD guidance as to how such determinations will be made. The Housing Authority of Covington shall honor any court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household.

20.2C CONFIDENTIALITY

All information provided under VAWA including the fact that an individual is a victim of domestic violence, dating violence, or stalking, shall be retained in confidence and shall not be entered into any shared database or provided to any related entity except to the extent that the disclosure is:

- A. Requested or consented to by the individual in writing;

- B. Required for used in an eviction proceeding; or
- C. Otherwise required by applicable law.

The Housing Authority of Covington shall provide its tenants notice of their rights under VAWA including their right to confidentiality and the limits thereof.

20.3 TERMINATIONS FOR CRIMINAL ACTIVITY

- A. The term “due process determination” means a determination by HUD that law covering the Housing Authority of Covington’s jurisdiction requires that residents must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.
- B. HUD has issued a due process determination that the law of this State requires that residents be given the opportunity for a hearing in a court that provides the basic elements of due process before eviction from a dwelling unit. The Housing Authority of Covington has therefore determined that this Grievance Procedure shall not be applicable to any termination of tenancy or eviction for:
 - 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Housing Authority of Covington’s public housing premises by other residents or employees of the Housing Authority;
 - 2. Any violent or drug-related criminal activity on or off such premises; or
 - 3. Any activity resulting in a felony conviction.

20.4 RETURN OF SECURITY DEPOSIT

After a family moves out, the Housing Authority of Covington will return the security deposit within 30 calendar days or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in, except for normal wear and tear. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

If State law requires the payment of interest on security deposits, it shall be complied with.

The Housing Authority of Covington will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 30 calendar days.

20.5 THE EIV’S DECEASED TENANTS REPORT

The Housing Authority of Covington shall generate the EIV’s Deceased Tenants Report monthly shortly before either the end of the month or creating rent statements to see if the

system flags deceased residents. The Housing Authority of Covington shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH Notice 2010-50 or successor publications.

If it is a single member household, the Housing Authority shall immediately visit the unit and determine if it is vacant or occupied by an unauthorized person. If improperly occupied, the Housing Authority shall take immediate eviction actions under state law. If the property is occupied by a live-in-aide to the deceased person, the aide must move out immediately and is not eligible for continued occupancy or rental assistance.

21.0 SUPPORT FOR OUR ARMED FORCES

A major and important component of our armed forces is the part-time military personnel that serve in various Reserve and National Guard units. The Housing Authority of Covington is very supportive of these men and women. An unfortunate fact of service in both the Reserves and National Guard is that from time to time their personnel are activated to full-time status and asked to serve our country in a variety of ways and circumstances. Whenever the Federal Government activates Reserve and/or National Guard personnel, the Housing Authority of Covington wants to support these brave warriors in the following manners:

- A. If a family finds it necessary for another adult to temporarily move into a unit solely to serve as a temporary guardian for children residing in the unit, the income received by the temporary guardian will not be counted in determining family income.
- B. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a temporary guardian. Instead, the background check will occur after the person moves in. If the result of the check dictates that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement temporary guardian.
- C. Recognizing that activation in the Reserve or National Guard can be very disruptive to a family's income, the Housing Authority of Covington will expeditiously re-evaluate a resident's rent if requested to do so and will exercise reasonable restraint if the activated resident has trouble paying their rent.
- D. Typically a unit cannot be held by a family that is not residing in it as their primary residence. If all members of a military family are temporarily absent from the unit because a member of the family has been called to active duty, the family can retain control of the unit by paying the required rent and returning to the unit within 30 calendar days of the conclusion of the active duty service.

22.0 ANTI-FRAUD POLICY

The Housing Authority of Covington is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Housing Authority of Covington. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. A person who is a guest in the residence, as defined in the Lease as being there for no more than fourteen (14) days in a calendar year, will not have his or her income included in the rent calculation. A resident may request, in special circumstances, that a guest be allowed to reside in the residence for a period longer than thirty (30) days. This approval should be obtained through the Development Manager. The Housing Authority of Covington shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Property Manager shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;
- C. Terminate the resident's tenancy
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the Housing Authority of Covington deems appropriate.

The lease will be automatically terminated if the alleged fraud exceeds \$2500.00

23.0 PRIVACY

The Housing Authority of Covington is strongly committed to protecting the privacy of people dealing with the agency to the greatest degree practical. There are numerous federal privacy laws, regulations, notices, and other requirements that the Housing Authority follows to the greatest degree practical. Details about these requirements are set forth in PIH Notice 2015-16 and any ensuing publications. The Housing Authority will educate all of its employees who have access to personally identifiable information (PII) and/or Sensitive Personally Identifiable Information about these requirements and expect them to

appropriately manage and safeguard the information. Employees will also be trained on the proper disposition of said information.

24.0 CONDUCTING BUSINESS IN ACCORDANCE WITH CORE VALUES AND ETHICAL STANDARDS

24.1 PURPOSE

This Code of Conduct establishes standards for employee and Commissioner conduct that will assure the highest level of public service. Recognizing that compliance with any ethical standards rests primarily on personal integrity and specifically in this situation with the integrity of the employees and Commissioners of the Housing Authority of Covington, this Section sets forth those acts or omissions of acts that could be deemed injurious to the general mission of the Authority.

This Code of Conduct is not intended, nor should it be construed, as an attempt to unreasonably intrude upon the individual employee or Commissioner's right to privacy and the right to participate freely in a democratic society and economy.

24.2 CONFLICT OF INTEREST

Neither the Housing Authority of Covington nor any of its contractors or subcontractors may enter into any contract or arrangement in connection with any program in which any of the following classes of person has any interest, direct or indirect, during his or her tenure with the Housing Authority of Covington or for one year thereafter:

- A. Any present or former member or officer of the Housing Authority (except a participant commissioner);
- B. Any employee of the Housing Authority or any contractor, subcontractor or agent of the Housing Authority who formulates policy or who influences decisions with respect to the programs;
- C. Any public official, member of a governing body, or State or local legislator who exercises functions or responsibilities with respect to the Housing Authority of Covington's programs; or
- D. Any member of the Congress of the United States.

Any member of the classes described in A, B, C, or D, must disclose their interest or prospective interest to the Housing Authority and HUD.

The Conflict of Interest prohibition under this section (24.2) may be waived by the HUD Field Office upon the request of the Housing Authority of Covington for good cause.

24.3 PROHIBITION OF SOLICITATION OR ACCEPTANCE OF GIFTS

No Commissioner or Authority employee shall solicit any gift or consideration of any kind, nor shall any Authority employee accept or receive a gift having value in excess of \$25 regardless of the form of the gift, from any person who has an interest in any matter proposed or pending before the Authority.

24.4 HOUSING AUTHORITY ADMINISTRATIVE AND DISCIPLINARY REMEDIES FOR VIOLATION OF THE HOUSING AUTHORITY CODE OF CONDUCT

Violations of this Code of Conduct Policy will result in disciplinary action as outlined in the Housing Authority of Covington's Personnel Policy or as determined by action of the Board of Commissioners.

GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete and electronically submit to HUD for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations. Housing Authorities must retain at a minimum the last three years of the form 50058, and supporting documentation, during the term of each assisted lease, and for a period of at least three years from the end of participation date. Electronic retention of form HUD 50058 and HUD 50058-FSS and supporting documentation fulfills the record retention requirement.

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

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

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An emancipated minor as evidenced by a court order is also considered an adult. In the anti-drug portions of this policy, it also refers to a minor who has been convicted of a crime as an adult under any Federal, State or tribal law.

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

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

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

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

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

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

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

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

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

Assistance applicant: A family or individual that seeks admission to the public housing program.

Bifurcate: with respect to a public housing or Section 8 lease, it means to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.

Business Days: Days the housing authority is open for business.

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

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

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

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

Community service: The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income

from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

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.

Covered Person: For purposes of the anti-drug provisions of this policy, a covered person is a resident, any member of the resident's household, a guest or another person under the resident's control.

Currently engaging in: With respect to behavior such as illegal use of a drug, other drug-related criminal activity, or other criminal activity, currently engaging in means that the individual has engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current. Arrests alone are not sufficient evidence of criminal activity.

Dating Violence: Violence committed by a person: (A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (B) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

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

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

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

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

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

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

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

Disabled Person: See "person with disabilities."

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

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

Domestic Violence: Includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim share a child in common, by a person who is cohabitated with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that persons acts under the domestic or family violence laws of the jurisdiction.

Drug: means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

Drug-Related Criminal Activity: 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.

Economic self-sufficiency program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

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

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

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

Employment: Employment for admission preference purposes is defined as:

Employment must be current and have lasted a minimum of **90** calendar days prior to the time the preference is claimed. The employment must provide a minimum of **20** hours of work per week for the family member claiming the preference

The amount of earned income shall not be a factor in granting this preference.

The employment part of this preference is also extended equally to (1) a family if the head, spouse, or sole member is 62 years of age or older or who is receiving social security or Supplemental Security Income disability benefits or any other payments based on the individual's inability to work and, (2) any family whose head, spouse, co-head or unrelated partner of head of household is currently a full time student or enrolled in an employment training program.

Extremely low-income families: Those families whose incomes do not exceed the higher of 30% of the median income for the area (as determined by HUD with adjustments for smaller and larger families) or the Federal poverty level, except that HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

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

Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
2. A group of persons residing together, and such group includes, but is not limited to:
 - A. 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);
 - B. An elderly family;
 - C. A near-elderly family;
 - D. A disabled family;
 - E. A displaced family;
 - F. The remaining member of a resident family; and
 - G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a resident family. (24 CFR 5.403)

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

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

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the income method. The flat rent is established by the housing authority based on a HUD mandate that it be set at no less than 80% of the FMR, adjusted for tenant-paid utilities. PHAs have the flexibility to conduct reexaminations of family income once every three years instead of annually for families that choose to pay the flat rent. The flat rent amount a family pays is not locked in for the three-year period. Instead, the PHA must revise the flat rent amount from year to year based on the findings of the PHA's rent reasonableness analysis and changes to the FMR.

Full-Time Student: A person who is attending school or vocational training on a full-time basis as defined by the institution.

Gender Identity: Actual or perceived gender-related characteristics.

Guest: Means a person temporarily staying in the unit with the consent of a resident or other member of the household who has express or implied authority to so consent on behalf of the resident.

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

Homeless: An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- a. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground; or
- B. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or
- C. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution;

or

Any individual or family who:

- a. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence; and
- b. Has no other residence; and
- c. Lacks the resources or support networks, e.g. family, friends, and faith-based or other social networks, to obtain other permanent housing.

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

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Immediate Family Member: a spouse, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

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

Imputed welfare income: The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for welfare fraud or the failure to comply with economic self-sufficiency requirements, that is nonetheless included in the family's annual income for purposes of determining rent.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

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

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

Law enforcement agency: The National Crime Information Center (NCIC), police departments and other law enforcement agencies that hold criminal conviction records.

Live-In Aide: An adult who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

A live-in aide is not a party to the lease.

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

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

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

Mixed population development: A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA has obtained HUD approval to give preference in resident selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

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

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

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or resident 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 resident receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

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

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

Other person under the resident's control: For the purposes of the definition of covered person it means the person, although not staying as a guest (as defined in this section) in the unit, is, or was at the time of the activity in question, on the premises (as premises is defined in this section) because of an invitation from the resident or other member of the household who has express or implied authority to so consent on behalf of the resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the resident's control.

Participant: A family or individual that is assisted by the public housing program.

Permanently absent: A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit.

Person with Disabilities: A person who:

- A. Has a disability as defined in 42 U.S.C. 3602.
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - 1. Is expected to be of long-continued and indefinite duration;
 - 2. Substantially impedes his or her ability to live independently; and
 - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions or
- C. Has a developmental disability as defined in 42 U.S.C. 6001.

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

Personally Identifiable Information (PII): Information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

Premises: for purposes of the anti-drug provisions of this policy it means the building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

Previously unemployed: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the Section 8 and public housing programs, the processing entity is the responsibility entity.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

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

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

Remaining Member of a Resident Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left.

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

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

Responsible Entity:

- A. For the public housing program, the Section 8 resident-based assistance program (24 CFR 982), and the Section 8 project-based certificate or voucher program (24 CFR 983), and the Section 8 moderate rehabilitation program (24 CFR 882), responsible entity means the PHA administering the program under an ACC with HUD;
- B. For all other Section 8 programs, responsible entity means the Section 8 project owner.

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

Sensitive Personally Identifiable Information: PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account numbers such as credit or debit card numbers.

Sexual Orientation: Homosexuality, heterosexuality, or bisexuality.

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

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a resident family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Specified Welfare Benefit Reduction:

- A. 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.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
 - 1. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
 - 2. 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
 - 3. because a family member has not complied with other welfare agency requirements.

Stalking: to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person; (ii) a member of the immediate family of that person; or (iii) the spouse or intimate partner of that person.

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

Temporarily absent: A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds thirty (30) calendar days, the Housing Authority must agree to the absence.

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

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

Total Resident Payment (TTP):

A. Total resident payment for families whose initial lease is effective on or after August 1, 1982:

1. Total resident payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :

a. 30% of the family's monthly adjusted income;

b. 10% of the family's monthly income; or

c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total resident payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total resident payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total resident payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Tuition: The amount of tuition and required fees covering a full academic year most frequently charged to students. These values represent 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 entire academic year is used to estimate average tuition. Required fees include all fixed sum charges that are required of a large portion of all students. The student who does not pay the charges is an exception. Verification of tuition and fees can be obtained from the student's bill or annual statement, by contacting the bursar's office, or from the school's website.

Examples of required fees 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 of these expenses 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.

For Section 8 programs only, PHAs must include amounts of financial assistance an individual receives in excess of tuition and other required fees and charges when determining annual income.

For the Public Housing program, the full amount of financial assistance a student receives while participating in the program continues to be excluded from the program participant's annual income.

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

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

VAWA: The Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S. 1437f).

Very Low-Income Families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the areas on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes.

Veteran: One who served in the US military and received an honorable or general discharge.

Victims of Domestic Violence: Individuals or families who have been or are being subjected to or victimized by violence by a member of the family or household. The Housing Authority of Covington will require evidence that the family has been displaced as result of fleeing violence in the home. Individuals and families are also eligible for this preference if there is proof that the individual or family is currently living in a situation where they are being subjected to or victimized by violence in the home. Evidence or proof may include a Protection from Abuse Order, police report, or written verification that the individual or family is living in an emergency shelter because the individual or family has been subjected to or victimized by violence by a member of the family or household. The following criteria are used to establish an individual's or a family's eligibility for this preference:

- A. Verified actual or threatened physical violence directed against the applicant or the applicant's family by a spouse or other household member who lives in the unit with the family or where the family has fled its housing to escape from an abuser.
- B. The actual or threatened violence must have occurred within the past 30 calendar days or be of a continuing nature.

An applicant who lives in a violent neighborhood or is fearful of other violence outside the household is not considered involuntarily displaced as a result of domestic violence.

The applicant must certify that the abuser will not reside with the applicant unless the Housing Authority gives prior written approval.

The Housing Authority will approve the return of the abuser to the household under the following conditions:

- A. The Housing Authority verifies that the abuser has received therapy or counseling that appears to minimize the likelihood of the recurrence of violent behavior.
- B. A counselor, therapist or other appropriate professional recommends in writing that the individual be allowed to reside with the family.

If the abuser returns to the family without approval of the Housing Authority, the Housing Authority will deny or terminate assistance for breach of the certification.

If the family requests it, the Housing Authority of Covington will try to ensure that the new location of the family is concealed.

Violent criminal activity: means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. Arrests alone are not sufficient evidence of criminal activity.

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 (including assistance provided under the Temporary Assistance for Needy Families (TANF) program, as that term is defined under the implementing regulations issued by the Department of Health and Human Services at 45 CFR 260.31).

45 CFR 260.31 defines the term "assistance" to include cash, payments, vouchers, and other forms of benefits designed to meet a family's ongoing basic needs (i.e., for food, clothing, shelter, utilities, household goods, personal care items, and general incidental expenses).

It includes such benefits even when they are:

- A. Provided in the form of payments by a TANF agency, or other agency on its behalf, to individual recipients; and
- B. Conditioned on participation in work experience or community service (or any other work activity under 45 CFR 261.30).

Except where excluded later in this definition, it also includes supportive services such as transportation and childcare provided to families who are not employed.

The term "assistance" excludes:

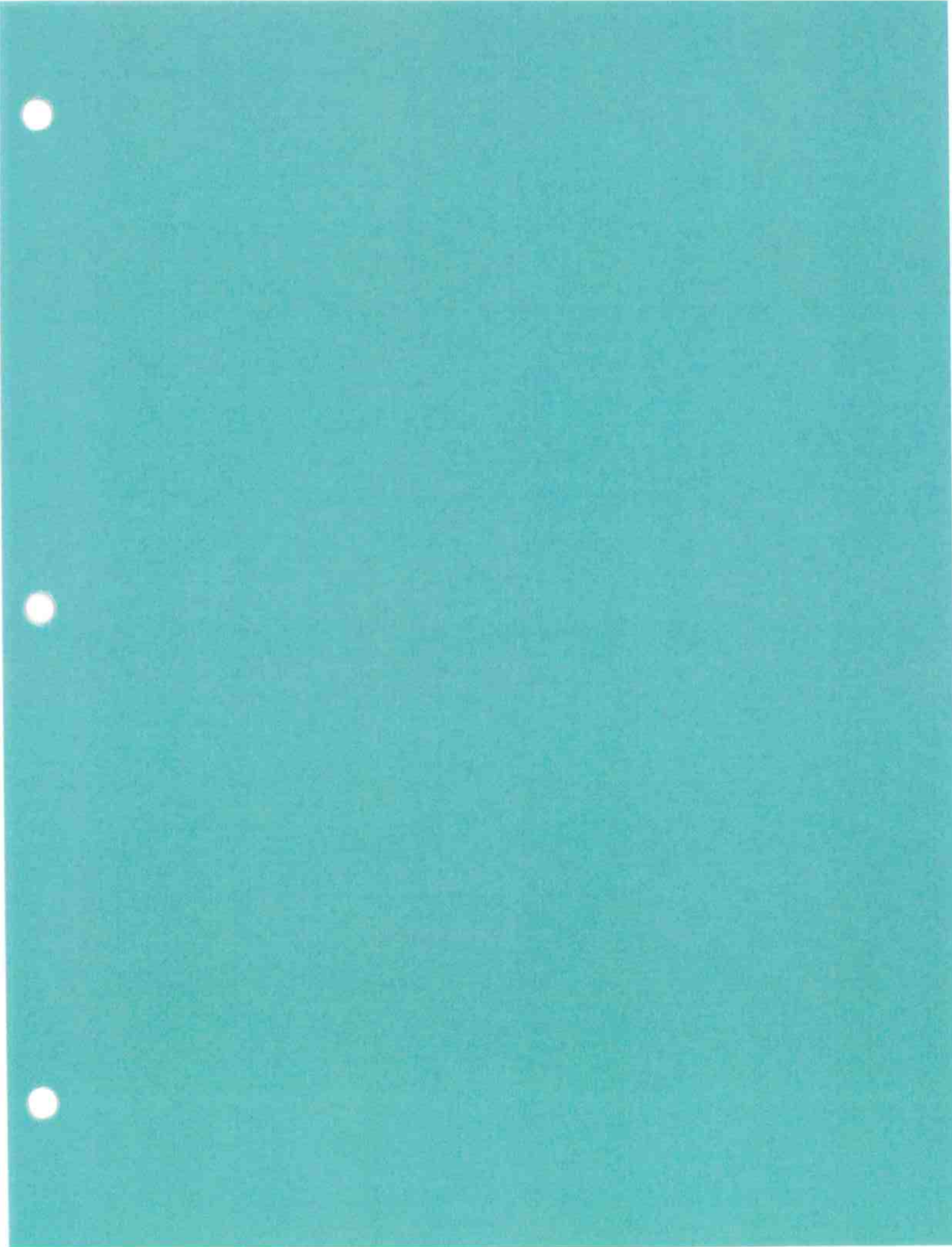
- A. Nonrecurrent, short-term benefits that:
 - 1. Are designed to deal with a specific crisis situation or episode of need;
 - 2. Are not intended to meet recurrent or ongoing needs; and
 - 3. Will not extend beyond four months.
- B. Work subsidies (i.e., payments to employers or third parties to help cover the costs of employee wages, benefits, supervision, and training);
- C. Supportive services such as child care and transportation provided to families who are employed;
- D. Refundable earned income tax credits;
- E. Contributions to, and distributions from, Individual Development Accounts;
- F. Services such as counseling, case management, peer support, childcare information and referral, transitional services, job retention, job advancement, and other employment-related services that do not provide basic income support; and
- G. Transportation benefits provided under a Job Access or Reverse Commute project, pursuant to section 404(k) of the Act, to an individual who is not otherwise receiving assistance.

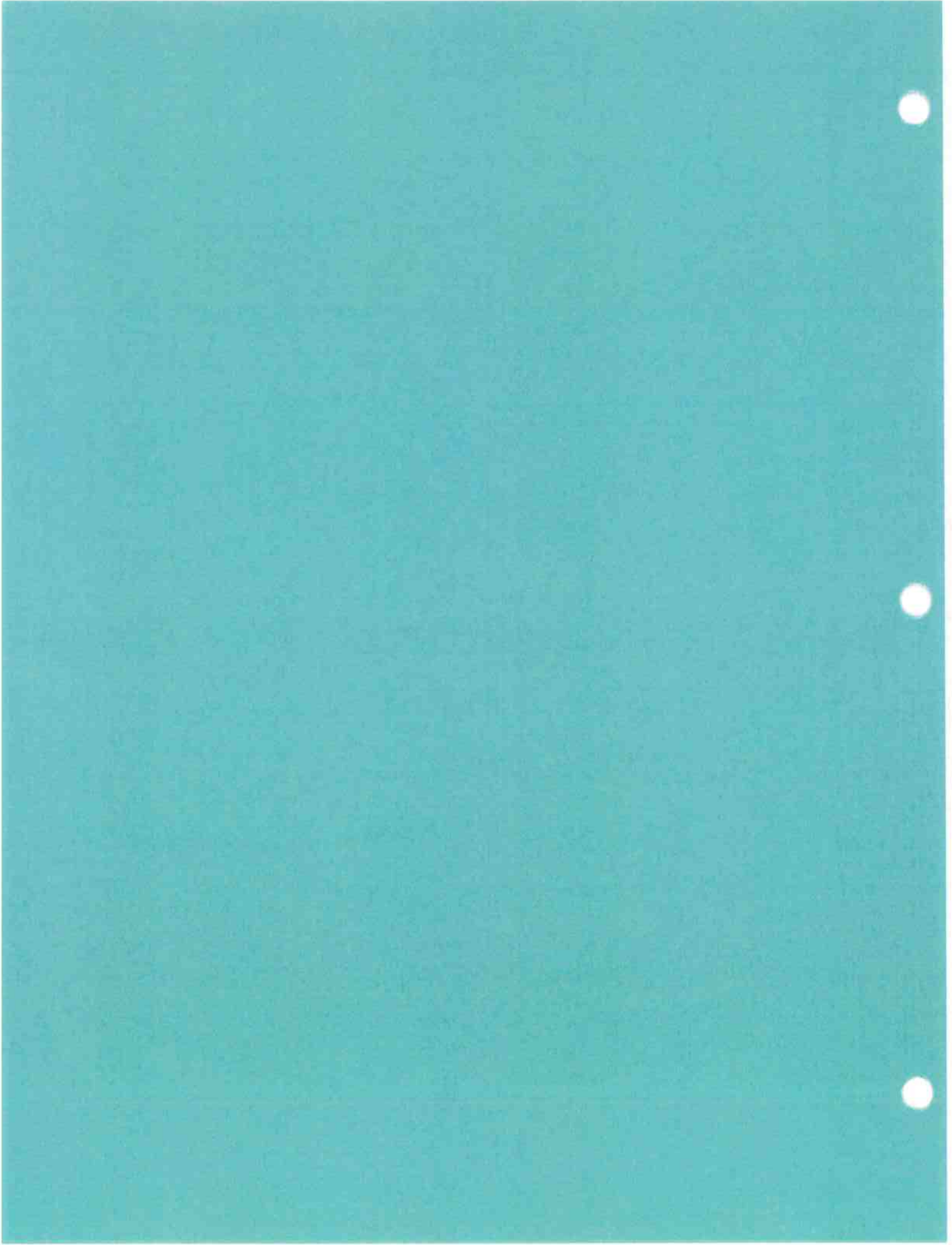
Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

Written notification: All written notifications required in this policy shall be hand delivered with a signed receipt or mailed via first class mail unless specified otherwise.

ACRONYMS

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





HOUSING AUTHORITY OF COVINGTON PUBLIC HOUSING GRIEVANCE PROCEDURE

1.0 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

2.0 DEFINITIONS

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

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the Housing Authority of Covington's action or failure to act in accordance with the individual resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or near such premises. Nor shall this process apply to disputes between residents not involving the Housing Authority of Covington or to class grievances.
- B. **"Complainant"** shall mean any resident whose grievance is presented to the Housing Authority of Covington or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
- C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - 2. Right of the resident to be represented by counsel;
 - 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 - 4. A decision on the merits.
- D. **"Hearing Officer"** shall mean a person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.

- E. **"Resident"** shall mean the adult person (or persons) other than a live-in aide:
1. Who resides in the unit and who executed the lease with the Housing Authority of Covington as lessee of the premises, or, if no such person now resides in the premises,
 2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. **"Resident Organization"** includes a resident management corporation.
- G. **"Promptly"** (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from Housing Authority of Covington of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

3.0 PROCEDURES PRIOR TO A HEARING

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

4.0 PROCEDURES TO OBTAIN A HEARING

4.1 REQUEST FOR HEARING

The resident shall submit a written request for a hearing to the Authority or the development office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

4.2 SELECTION OF A HEARING OFFICER

A grievance hearing shall be conducted by an impartial person appointed by the Housing Authority of Covington other than a person who made or approved the action under review or a subordinate of such person.

The Housing Authority of Covington shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Housing Authority of Covington shall consider any comments or recommendations by a resident organization.

From this list, hearing officers shall be selected.

4.3 FAILURE TO REQUEST A HEARING

If the resident does not request a hearing in accordance with this section, then the Housing Authority of Covington's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Housing Authority of Covington's action in disposing of the complaint in an appropriate judicial proceeding.

4.4 HEARING PREREQUISITE

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

4.5 ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Housing Authority of Covington claims is due, the resident shall pay to the Housing Authority of Covington an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Housing Authority of Covington until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Housing Authority of Covington may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Housing Authority of Covington's disposition of his grievance in any appropriate judicial proceeding.

If a grievance concerns the denial of a financial hardship exemption from the minimum rent requirement or the effect of welfare benefit reductions in the calculation of family income, the requirement for an escrow deposit is waived.

4.6 SCHEDULING OF HEARINGS

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Housing Authority of Covington. A written notification specifying the time, place and the

procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

5.0 PROCEDURES GOVERNING THE HEARING

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Housing Authority of Covington does not make the document available for examination upon request by the resident, the Housing Authority of Covington may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Housing Authority of Covington or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Housing Authority of Covington and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Housing Authority of Covington shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

6.0 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the Housing Authority of Covington provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

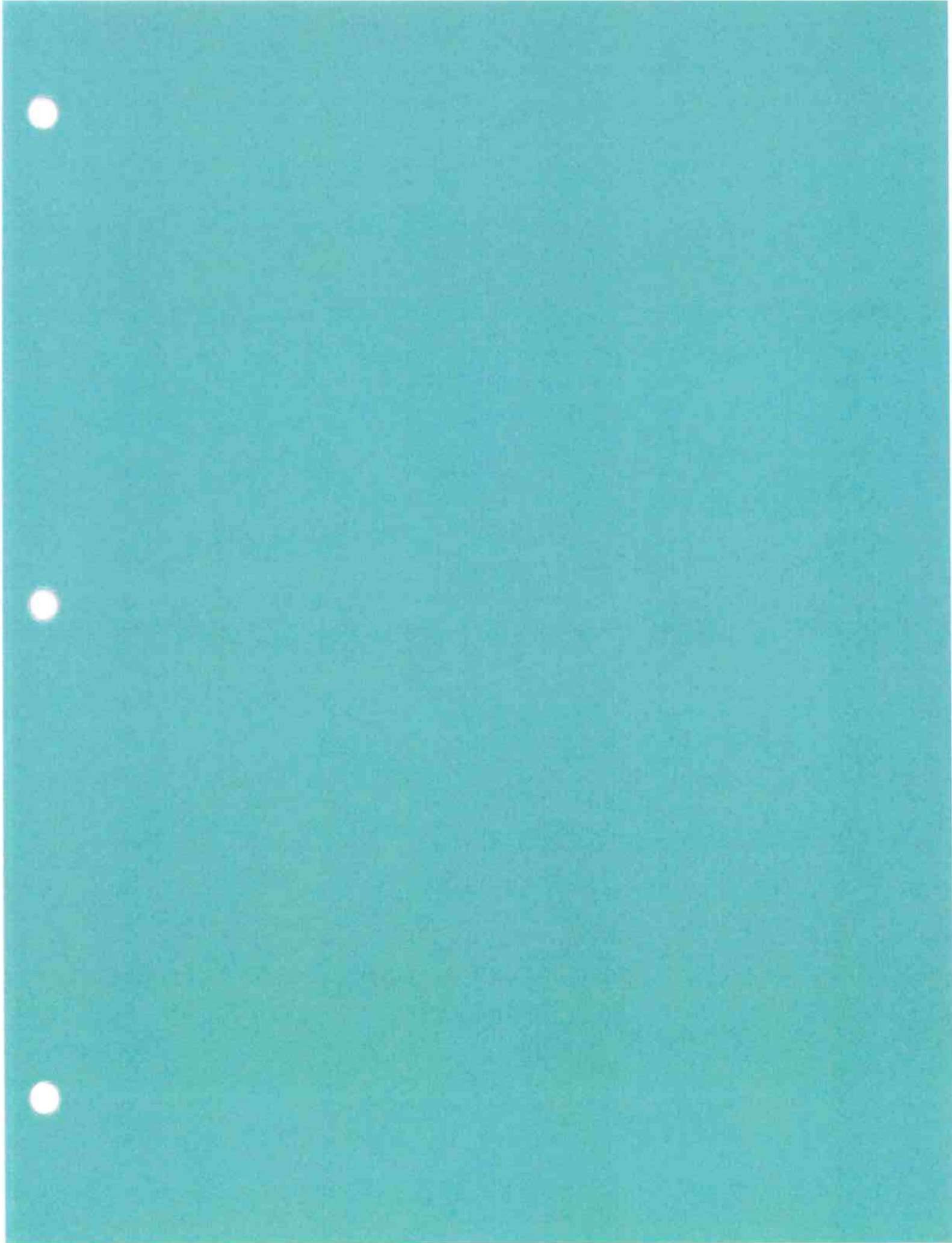
7.0 DECISION OF THE HEARING OFFICER

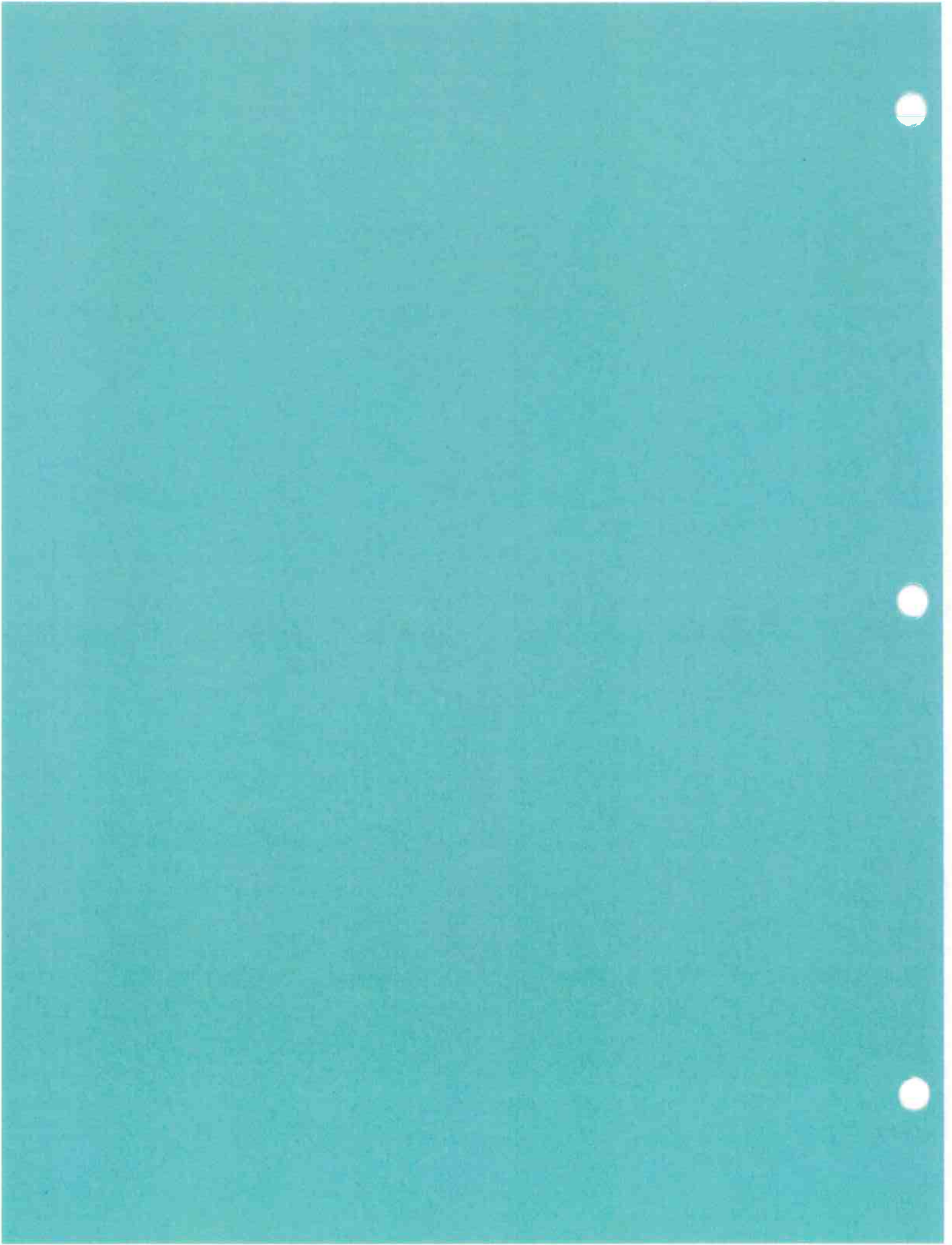
The Hearing Officer shall prepare a written decision, together with the reasons therefor, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Housing Authority of Covington. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Housing Authority of Covington and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Housing Authority of Covington who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority of Covington's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Housing Authority of Covington action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Housing Authority of Covington or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.





HOUSING AUTHORITY OF COVINGTON PET POLICY

The Housing Authority of Covington allows for pet ownership in its developments with the written pre-approval of the Housing Authority.

The Housing Authority of Covington adopts the following reasonable requirements as part of the Pet Policy:

1. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units.
2. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Housing Authority of Covington harmless from any claims caused by an action or inaction of the pet.
3. Residents must have the prior written approval of the Housing Authority before moving a pet into their unit.
4. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request.
5. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.
6. A pet deposit of \$200 per un-caged or contained animal pet is required at the time of registering a pet, along with a \$10 per month per pet fee.
7. The Housing Authority of Covington will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles).

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

Only so many pets per unit will be allowed according to this schedule.

Unit Size	Pets
Zero Bedroom	1
One Bedroom	1
Two Bedrooms	1
Three Bedrooms	2
Four or More Bedrooms	2

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

No animal may exceed twenty (20) pounds in weight projected to full adult size.

8. In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed with the Housing Authority of Covington to attest to the inoculations.
9. The Housing Authority of Covington, or an appropriate community authority, shall require the removal of any pet from a property if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the development or of other persons in the community where the project is located.

Housing Authority of Covington
Authorization for Pet Ownership Form
(Please fill out a form for each pet)

Pet Owner's Name: _____

Pet Owner's Address _____

Home telephone: _____ Work Telephone: _____

Pet's Name: _____

Type or Breed _____

Sprayed or Neutered? _____

License or ID Number: _____

Veterinarian Utilized: _____

Address: _____ Phone: _____

Emergency Caregiver for the Pet: _____

Address: _____ Phone: _____

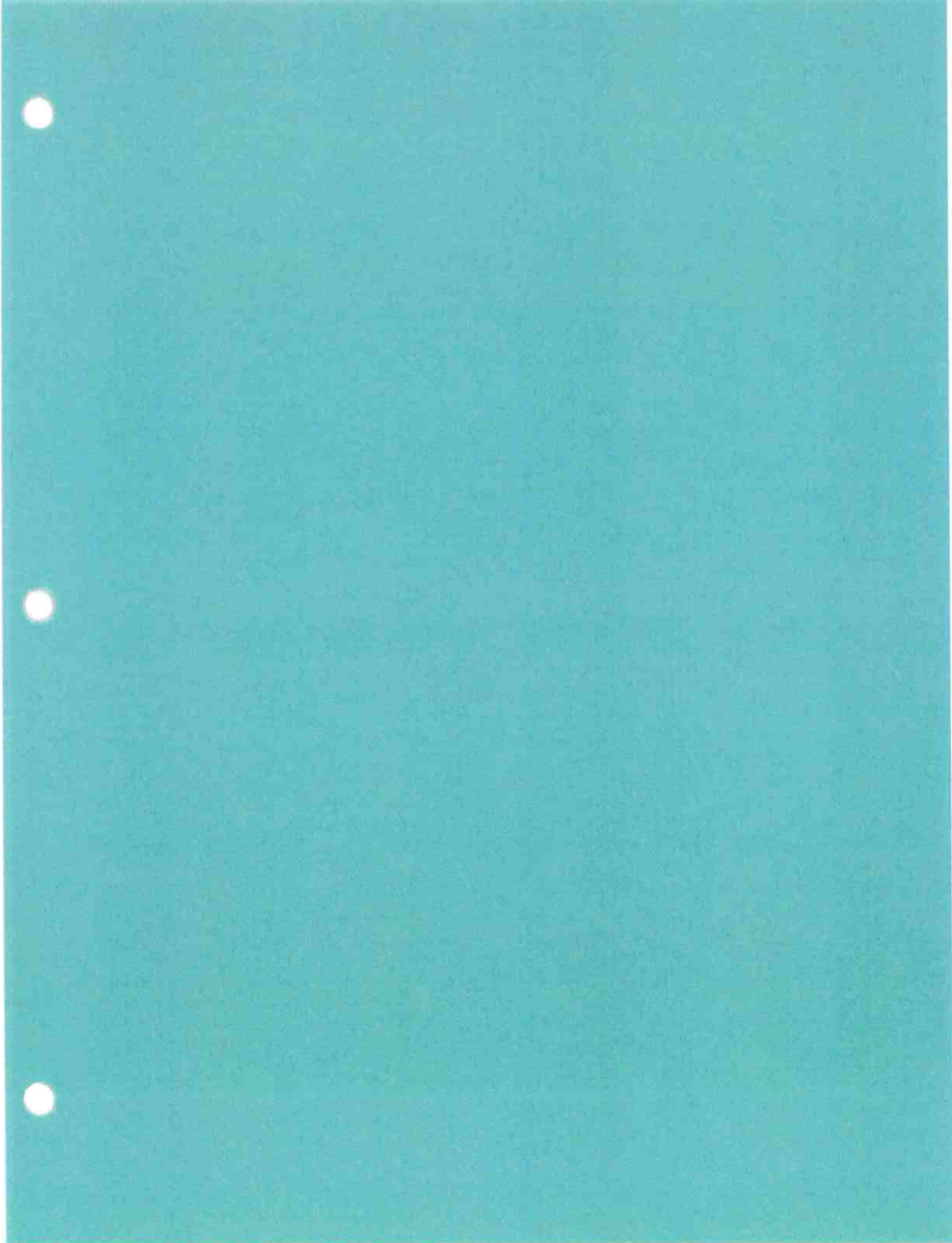
I have read and understand the rules governing pets and I and all members of my household promise to fully comply.

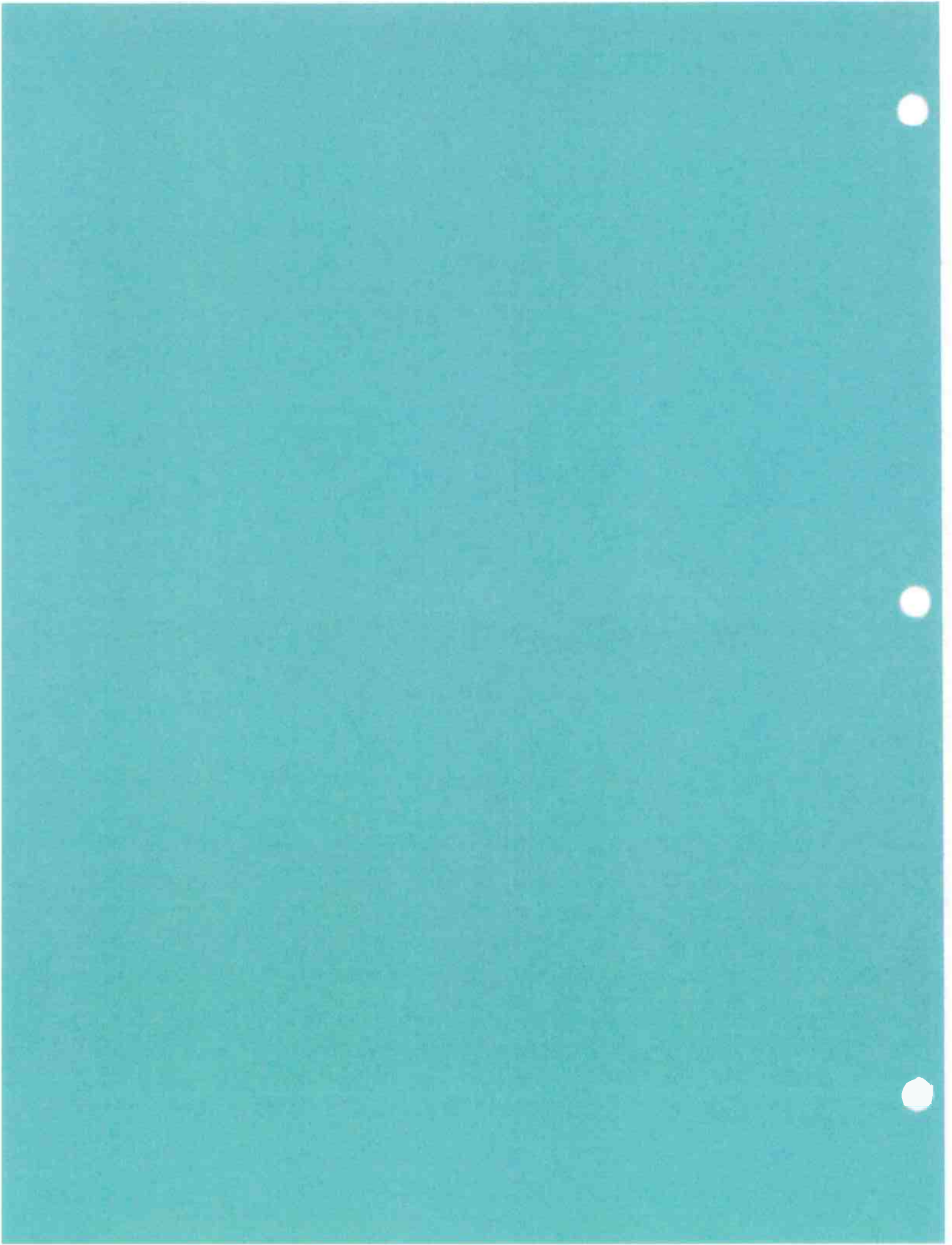
Signature of Pet Owner: _____ Date: _____

Approved By: _____ Date: _____

Please attach to this form the following:

- Picture of the Pet
- Rabies Certification





MAINTENANCE POLICY

The Housing Authority of Covington is responsible for managing the maintenance function in the most cost effective manner possible while maximizing the useful life of Authority properties and providing the best service to Authority residents. The following policy statements are designed to establish the structure of an effective and efficient maintenance system

1.0 COMPONENTS OF A MAINTENANCE SYSTEM

The Housing Authority of Covington maintenance system shall include certain components:

- A. A system of priorities for work requests;
- B. Comprehensive working procedures;
- C. Performance goals;
- D. A work order system;
- E. A skills training program; and
- F. A long-range planning system.

By developing a maintenance system that has these components in place, the Authority will have the tools it needs to control the performance of maintenance work at the Housing Authority of Covington.

1.1 PRIORITY SYSTEM

The work priorities adopted by the Housing Authority of Covington exemplify its philosophy of delivering maintenance services. This priority system ensures that the most important maintenance work is done at a time it can be performed most cost-effectively. Minimizing vacancy loss is part of the cost-effectiveness calculation. The maintenance priorities of the Housing Authority of Covington are the following:

- A. Emergencies
- B. Scheduled Operations and Services
- C. Vacancy Preparation
- D. Resident On-Demand Requests

Placing planned maintenance and vacancy preparation work ahead of resident work requests does not indicate that resident requests are unimportant. It emphasizes the importance of maintaining control of the maintenance work by performing scheduled routine and preventive work first. By doing so the Authority will decrease on-demand work and maintain the property in a manner that will keep and attract good tenants.

1.2 DEVELOP PROCEDURES

The Director of Operations will ensure that there are sufficient clear procedures in place to allow staff to implement this maintenance policy statement. All procedures will include the following:

- A. A statement of purpose;
- B. The job title(s) of the staff member(s) responsible for carrying out the activities in the procedure;
- C. Any forms needed to carry out the activities; and
- D. The frequency of any specified activities.

After their adoption, maintenance procedures will be reviewed and updated at least annually.

1.3 DEVELOP PERFORMANCE STANDARDS AND GOALS

The Director of Operations will establish measures that will allow the effectiveness of maintenance systems and activities to be evaluated. In establishing these standards the Authority will take into consideration certain factors:

- A. Local housing codes;
- B. HUD Housing Quality Standards;
- C. Public Housing Assessment System (PHAS) standards; and
- D. Housing Authority of Covington job descriptions.

Nothing in the documents listed above will prevent the Authority from setting a standard that is higher than that contained in the documents.

These standards and goals will be used to evaluate current operations and performance and to develop strategies to improve performance and meet the standards that have been set.

1.4 WORK ORDER SYSTEM

The Housing Authority of Covington shall have a comprehensive work order system that includes all work request information: source of work, description of work, priority, cost to complete, days to complete, and hours to perform. This information is required for the Authority to plan for the delivery of maintenance services as well as evaluate performance. To obtain the greatest effectiveness from the work order system, all work requests and activities performed by maintenance staff must be recorded on work orders.

Work orders will contain, at a minimum, the following information:

- A. Preprinted number
- B. Source of request (planned, inspection, resident, etc.)
- C. Priority assigned
- D. Location of work
- E. Date and time received
- F. Date and time assigned
- G. Worker(s) assigned
- H. Description of work requested (with task number)
- I. Description of work performed (with task number)
- J. Estimated and actual time to complete
- K. Materials used to complete work
- L. Resident charge
- M. Resident signature

1.5 TRAINING

In order to allow its staff members to perform to the best of their abilities, the Housing Authority of Covington recognizes the importance of providing the staff with opportunities to refine technical skills, increase and expand craft skills, and learn new procedures. Each employee must participate in at least thirty-two (32) hours of training annually.

The Lead Foreman is responsible for developing a training curriculum for the departmental staff and working with personnel department staff to identify the means of delivering the training.

1.6 LONG-RANGE PLANNING

The Housing Authority of Covington will put in place a long-range maintenance planning capability in order to ensure the most cost-effective use of Authority resources and the maximum useful life of Authority properties.

The Director of Operations in conjunction with the Lead Foreman and Construction Manger will develop a property-specific long-range planning process that includes the following components:

- A. A property maintenance standard;
- B. An estimate of the work required to bring the property to the maintenance standard;
- C. An estimate of the work required to keep the property at the maintenance standard including routine and preventive maintenance workloads, vacant unit turn-around, inspection requirements and resident on-demand work;
- D. An estimate of the on-going cost of operating the property at the maintenance standard;
- E. A market analysis of the property to determine if there are any capital improvements needed to make the property more competitive;
- F. A cost estimate to provide the specified capital improvements; and
- G. A revised work plan and cost estimate of maintaining property at the 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.

2.0 MAINTAINING THE PROPERTY

All maintenance work performed at Authority properties can be categorized by the source of the work. Each piece of work originates from a particular source -- an emergency, the routine maintenance schedule, the preventive maintenance schedule, a unit inspection, a unit turnover, or a resident request.

2.1 RESPONDING TO EMERGENCIES

Emergencies are the highest priority source of work. The Housing Authority of Covington will consider a work item to be an emergency if the following occur:

- A. The situation constitutes a serious threat to the life, safety or health of residents or staff; or
- B. The situation will cause serious damage to the property structure or systems if not repaired within twenty-four (24) hours.

If a staff member is unsure whether or not a situation is an emergency, he or she will consult with his or her supervisor. If a supervisor is not available, the employee will use his or her best judgment to make the decision.

For emergencies that occur after regular working hours, the Housing Authority of Covington shall have a twenty-four (24) emergency response system in place. This response system includes the designation of a maintenance employee in charge for each day as well as a list of qualified pre-approved contractors, open purchase orders for obtaining required supplies or equipment, and access to Authority materials and supplies. The designated employee shall prepare a work order and report on any emergency within twenty-four hours after abatement of the emergency.

2.2 PREPARE VACANT UNITS FOR REOCCUPANCY

It is the policy of the Housing Authority of Covington to reoccupy vacant units as soon as possible. This policy allows the Authority to maximize the income produced by its properties and operate attractive and safe properties.

The Lead Foreman is responsible for developing and implementing a system that ensures an average turn-around time of seven (7) calendar days. In order to do so, he or she must have a system that can perform the following tasks:

- A. Forecast unit preparation needs based on prior years' experience;
- B. Estimate both the number of units to be prepared and the number of hours it will take to prepare them; and
- C. Control work assignments to ensure prompt completion.

The maintenance procedure for reoccupying vacant units relies on the prompt notification by management of the vacancy, fast and accurate inspection of the unit, ready availability of workers and materials, and good communication with those responsible for leasing the unit.

The Director of Operations in conjunction with the Lead Foreman has the ability to create special teams for vacancy turnaround or to hire contractors when that is required to maintain Authority goals.

The process shall be as follows:

- A. Maintenance Foreman or designee receives an email from manager that the unit has been vacated.
- B. Maintenance Foreman or designee writes up unit for materials and man hours.
- C. Unit is assigned to a maintenance employee for repairs
- D. Upon completion of the repairs the foreman or designee will assign the unit to a contractor for painting and cleaning.
- E. Upon completion from the contractor, maintenance foreman or designee will inspect unit for any issues or repairs that were missed.
- F. Once unit has been cleared for occupancy the maintenance foreman or designee will complete paperwork and close out the work order. A notice of completion form and a copy of the work order go to the leasing department. A notice of completion goes to the manager; the original copy of the work order along with the labor sheet goes to the work order clerk to be entered into the system.

2.3 PREVENTIVE MAINTENANCE PROGRAM

Preventive maintenance is part of the planned or scheduled maintenance program of the Housing Authority of Covington. The purpose of the scheduled maintenance program is to allow the Authority to anticipate maintenance requirements and make sure the Authority can address them in the most cost-effective manner. 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.

A. 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 serviced, 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 for the Housing Authority of Covington.

The systems covered by the preventive maintenance program include but are not limited to:

1. Catch basins
2. Compactors
3. Condensate pumps
4. Electric transformer and emergency generators
5. Elevator equipment
6. Emergency lighting
7. Exhaust fans
8. Exterior lights
9. Fire extinguishers and other life safety systems
10. Heating plants
11. Mechanical equipment and vehicles
12. Sanitary drains
13. Air Conditioning equipment
14. Domestic water

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.

B. Roof Repairs/ Replacement

Maintenance of roofs requires regular 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 Lead Foreman is responsible for the development of a roof maintenance plan that includes these features:

1. The type, area, and age of roof
2. Warranties and/or guarantees in effect
3. Company that installed the roof
4. Expected useful life of roof
5. History of maintenance and repair
6. Inspection schedule

The 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.

C. Vehicle/Equipment Maintenance

The Housing Authority of Covington will protect the investment it has made in vehicles and other motorized equipment by putting in place a comprehensive maintenance program. The vehicles and equipment to be covered include but are not limited to:

1. Cars, trucks and vans
2. Tractors
3. Bobcats
4. Snow blowers
5. Leaf blowers
6. Weed cutters
7. Lawn Mowers
8. Chain saws

The Lead Foreman 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.

The Director of Operations in conjunction with the Lead Foreman shall also maintain a system to ensure that any employee that operates a vehicle or piece of motorized equipment has the required license or certification.

D. Lead-Based Paint

The Housing Authority of Covington is committed to controlling lead-based paint hazards in all its dwellings, especially family dwellings constructed before 1978. If any hazards are discovered, the Authority will develop a plan to abate the hazard. The Director of Operations in conjunction with the Lead Foreman shall have the authority and responsibility to direct all activities associated with lead hazard control. The control plan will include such activities as:

1. Detecting the possible presence of lead paint;
2. Protection of residents and workers from lead-based paint hazards;
3. Surface protection of non-painted surfaces;
4. Equipment use and care;
5. Paint quality; and
6. 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.

The Housing Authority of Covington's plan to control such hazards is detailed in a risk assessment report and lead hazard control plan.

E. Life Safety Systems

The Housing Authority of Covington 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 Lead Foreman 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 includes the following:

1. Fire alarms and fire alarm systems
2. Fire extinguishers

3. Fire hoses
4. Emergency generators
5. Emergency lighting
6. Smoke detectors
7. 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.

2.4 INSPECTION PROGRAM

The Housing Authority of Covington's goals of efficiency and cost-effectiveness are achieved through a carefully designed and rigorously implemented inspection program. This program calls for the inspection of all areas of the Authority's facilities -- the dwelling units, the grounds and building exteriors, and major service systems.

A. Dwelling Unit Inspections

The unit inspection system of the Housing Authority of Covington has two primary goals:

1. To assure that all dwelling units comply with standards set by HUD and local codes; and
2. To assure that the staff of the Housing Authority of Covington knows at all times the condition of each unit for which it is responsible.

The achievement of these goals may require more than the annual HUD required inspection. The Director of Operations in conjunction with the Lead Foreman are responsible for developing a unit inspection program that schedules inspections at the frequency required.

For all non-emergency inspections, the Resident shall be given at least forty-eight (48) hours written notice of the inspection.

The Operations and Maintenance staff shall perform the unit inspection program of the Housing Authority of Covington. During each inspection, the staff shall perform specified preventive and routine maintenance tasks. Any other work items noted at the time of the inspection will be documented on the Housing Authority of Covington inspection form. All uncompleted work items shall be

converted to a work order within twenty-four hours of the completion of the inspection. The maintenance staff shall endeavor to complete all inspection-generated work items within 30 days of the inspection.

All Operations and Maintenance staff are responsible for monitoring the condition of dwelling units. Whenever a Operations or 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 apartment. These work items shall also be converted to a service request within twenty-four hours of discovery.

B. Building and Grounds Inspections

Regular inspections of the property grounds and building exteriors are required to maintain the curb appeal of the property. This curb appeal is required to maintain the attractiveness of 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 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:

1. Hallways
2. Stairwells
3. Community rooms and other common spaces such as kitchens or public restrooms
4. Laundry facilities
5. Lobbies
6. Common entries
7. Basements
8. Grounds
9. Porches or patios
10. Parking lots
11. Sidewalks and fences

12. Lawns, shrubs and trees
13. Trash compactors or collection areas
14. Building foundations

An inspection form will be developed for common areas and building exteriors and grounds. The staff member responsible for the inspection shall note all deficiencies on the form and ensure that these deficiencies are converted to work order within twenty-four hours of the inspection. The Housing Authority of Covington will complete all inspection-generated work items within thirty (30) days of the inspection.

Nothing in this policy shall prevent any Housing Authority of Covington staff member from reporting any needed work that they see in the regular course of their daily activities. Such work items shall be reported to the site manager of the appropriate property.

C. 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. Any work items identified during an inspection shall be converted to a work order within twenty-four hours and completed within thirty (30) days.

2.5 SCHEDULED ROUTINE MAINTENANCE

The Housing Authority of Covington includes in this work category all tasks that can be anticipated and put on a regular timetable for completion. Most of these routine tasks are those that contribute to the curb appeal and marketability of the property.

A. Pest Control/Extermination

The Housing Authority of Covington will make all 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 for the eradication of those pests.

The Director of Operations in conjunction with the Lead Foreman will determine the most cost-effective way of delivering the treatments -- whether by contractor or licensed Authority personnel.

The extermination plan will begin with an analysis of the current condition at each property. The Director of Operations shall make sure that an adequate schedule for treatment is developed to address any existing infestation. Special attention shall be paid to cockroaches and bedbugs. The schedule will include frequency and locations of treatment. Different schedules may be required for each property.

Resident cooperation with the extermination plan is essential. All 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 forty-eight (48) hours before treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment. If necessary, the instructions shall be bi-lingual to properly notify the resident population.

B. Landscaping and Grounds

The Director of Operations in conjunction with the Lead Foreman will prepare a schedule for the routine maintenance of the landscaping and grounds of its properties that will ensure their continuing attractiveness and marketability.

Routine grounds maintenance includes numerous activities:

1. Litter control
2. Lawn care
3. Maintenance of driveways, sidewalks and parking lots
4. Care of flower and shrubbery beds and trees
5. Maintenance of playgrounds, benches and fences
6. Snow removal (when required by climate)

The Director of Operations in conjunction with the Lead Foreman shall be responsible for the development of a routine maintenance schedule that shall include the following:

1. A clearly articulated standard of appearance for the grounds that acknowledges but is not limited to HUD and local code standards;
2. A list of tasks that are required to maintain that standard and the frequency with which the tasks must be performed;

3. The equipment, materials, and supplies required to perform the tasks and a schedule for their procurement; and
4. A separate snow removal plan including a schedule for preparing equipment for the season and the procurement of other necessary materials and supplies.

C. Building Exteriors and Interior Common Areas

The appearance of the outside of Authority buildings as well as their interior common areas is important to their marketability. Therefore, the Housing Authority of Covington has established a routine maintenance schedule to ensure that they are always maintained in good condition. The components to be maintained include:

1. Lobbies
2. Hallways and stairwells
3. Elevators
4. Public restrooms
5. Lighting fixtures
6. Common rooms and community spaces
7. Exterior porches and railings
8. Building walls
9. Windows

The Lead Foreman is responsible for developing a routine maintenance schedule for building exterior and interior common areas. The schedule shall be based on the following:

1. A clearly articulated standard of appearance for the building
2. A list of tasks required to maintain that standard
3. The frequency with which the tasks must be performed
4. A list of materials, equipment and supplies required to perform the tasks.

D. Interior Painting

The appearance and condition of the paint within each unit is important to unit condition and resident satisfaction. Accordingly, the Housing Authority of Covington will develop a plan to ensure that interior paint in resident dwelling units is satisfactorily maintained.

As part of this plan painting standards will be developed that include:

1. Surface preparation
2. Protection of non-painted surfaces
3. Color and finish
4. Paint quality
5. Methods of application
6. Lead paint testing and abatement if required

The plan 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.

2.6 RESIDENT ON-DEMAND SERVICE

This category of work refers to all resident generated work requests that fall into no other category. These are non-emergency calls made by residents seeking maintenance service. These requests for service cannot be planned in advance or responded to before the resident calls.

It is the policy of the Housing Authority of Covington to complete these work requests within seven (7) days. However, unless the request is an emergency or entails work that compromises the habitability of the unit, these requests will not be given a priority above scheduled routine and preventive maintenance. By following this procedure, the Housing Authority of Covington believes it can achieve both good resident service and a maintenance system that completes the most important work first and in the most cost effective manner.

3.0 CONTRACTING FOR SERVICES

The Housing Authority of Covington will contract for maintenance services when it is in the best interests 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 the 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 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 the Housing Authority of Covington Procurement Policy will be used. These procedures vary depending on the expected dollar amount of the contract. The Director of Operations in conjunction with the Lead Foreman will work with the Construction Manager and the Finance Department to coordinate this process. 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.

Part I: Summary		FFY of Grant: FFY of Grant Approval:			
PHA Name: Housing Authority of Covington	Grant Type and Number Capital Fund Program Grant No. KY36P002501119 Replacement Housing Factor Grant No. Date of CFFP:				
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: <u>2-24-2020</u> <input type="checkbox"/> Revised Annual Statement (Revision No: 1) <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ⁽¹⁾	
		Original	Revised ⁽²⁾	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	\$385,736.43	\$357,148.97		
3	1408 Management Improvement	\$191,899.02	\$178,574.00		
4	1410 Administration	\$191,899.03	\$178,574.00		
5	1480 General Capital Activity	\$911,489.52	\$814,100.03		
6	1492 Moving To Work/Demonstration				
7	1501 Collateral Exp / Debt Srvc	\$257,350.00	\$257,350.00		
8	1503 RAD-CFP				
9	1504 Rad Investment Activity				
10	1505 RAD-CPT				
11	9000 Debt Reserves				

(1) To be completed for the Performance and Evaluation Report
 (2) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
 (3) PHAs with under 250 units in management may use 100% of CFP Grants for operations
 (4) RHF funds shall be include here

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

Part I: Summary		FFY of Grant: FFY of Grant Approval:			
PHA Name: Housing Authority of Covington	Grant Type and Number Capital Fund Program Grant No. KY36P00250119 Replacement Housing Factor Grant No. Date of CFFP:				
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: <u>2-24-2020</u> <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ⁽¹⁾	
		Original	Revised ⁽²⁾	Obligated	Expended
12	9001 Bond Debt Obligation				
13	9002 Loan Debt Obligation				
14	RESERVED				
15	RESERVED				
16	RESERVED				
17	RESERVED				
18a	RESERVED				
18ba	RESERVED				
19	RESERVED				
20	RESERVED				
21	Amount of Annual Grant: (sum of lines 2-20)	\$1,938,374.00	\$1,785,747.00		

(1) To be completed for the Performance and Evaluation Report
 (2) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
 (3) PHAs with under 250 units in management may use 100% of CFP Grants for operations
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Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 2577-0274
 07/31/2017

Part I: Summary		FFY of Grant: FFY of Grant Approval:
PHA Name: Housing Authority of Covington	Grant Type and Number Capital Fund Program Grant No. KY36P00250119 Replacement Housing Factor Grant No. Date of CFFP:	
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: <i>2-24-2020</i> <input type="checkbox"/> Final Performance and Evaluation Report		
Line	Summary by Development Account	Total Actual Cost ⁽¹⁾
		Original Revised ⁽²⁾ Obligated Expended
22	Amount of line 21 Related to LBP Activities	
23	Amount of line 21 Related to Section 504 Activities	
24	Amount of line 21 Related to Security - Soft Costs	
25	Amount of line 21 Related to Security - Hard Costs	
26	Amount of line 21 Related to Energy Conservation Measures	

Signature of Executive Director	Date
Signature of Public Housing Director	Date

(1) To be completed for the Performance and Evaluation Report
 (2) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
 (3) PHAs with under 250 units in management may use 100% of CFF Grants for operations
 (4) RHF funds shall be include here

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

Part II: Supporting Pages									
PHA Name: Housing Authority of Covington		Grant Type and Number Capital Fund Program Grant No. KY36P00250119 Replacement Housing Factor Grant No. CFPP(Yes/No):			Federal FFY of Grant:			Status of Work	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost (2)	Status of Work		
				Original	Revised (1)			Funds Obligated	Funds Expended
Not associated with any specific development	Operations (Operations (1406)) Description : Operations	1406		\$385,736.43	\$357,148.97				
Not associated with any specific development	Management Improvements - Staff (Management Improvement (1408)) Description : Correct management deficiencies; Improvements to management, financial and accounting control procedures; development and implementation of improved applicant screening procedures	1408		\$63,966.34	\$50,000.00				
Not associated with any specific development	Education/Training (Management Improvement (1408)) Description : Training of PHA staff in operations, accounting and financial procedures, training residents for agency and/or community employment, technical assistance to resident councils; Teen Summer Work Program	1408		\$63,966.34	\$48,574.00				
Not associated with any specific development	Management Improvement - Systems (Management Improvement (1408)) Description : System software, computers, copier, server and telecommunications	1408		\$63,966.34	\$80,000.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages									
PHA Name: Housing Authority of Covington		Grant Type and Number Capital Fund Program Grant No. Replacement Housing Factor Grant No. CFFP(Yes/No):			Total Estimated Cost (1)		Total Actual Cost (2)		Status of Work
		KY36P00250119			Original	Revised	Funds Obligated	Funds Expended	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Original	Revised	Funds Obligated	Funds Expended		
Not associated with any specific development	Administration (Administration (1410)) Description : Salaries and Benefits; Preparation of capital fund documents; Litigation of Capital Fund programs	1410		\$191,899.03	\$178,574.00				
Not associated with any specific development	Consultant (Contract Administration (1480)) Description : Consulting Services	1480		\$60,000.00	\$200,000.00				
KY002000001 - LATONIA TERRACE	Architectural and Engineering Fees (Contract Administration (1480)) Description : Architectural and Engineering Fees	1480		\$10,264.15	\$35,000.00				
KY002000001 - LATONIA TERRACE	Concrete and Asphalt (Non-Dwelling Site Work (1480)) Description : Replace concrete and asphalt paving, sidewalks, roadways, patios, parking lots, steps and playgrounds, etc.	1480		\$20,528.31	\$17,945.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages									
PHA Name: Housing Authority of Covington		Grant Type and Number Capital Fund Program Grant No. KY36P00250119 Replacement Housing Factor Grant No. CFFP(Yes/No):				Federal FFY of Grant:			
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost ⁽²⁾		Status of Work	
				Original	Revised ⁽¹⁾	Funds Obligated	Funds Expended		
KY002000001 - LATONIA TERRACE	Install Retaining Wall (Non-Dwelling Construction-New Construction (1480),Non-Dwelling Site Work (1480)) Description : Concrete or block retaining wall	1480		\$30,792.46	\$26,917.00				
KY002000001 - LATONIA TERRACE	Fire Suppression (Dwelling Unit-Interior (1480)) Description : Fire Suppression Camisters for Range Hoods	1480		\$23,155.93	\$0.01				
KY002000001 - LATONIA TERRACE	Heat Line Replacement (Dwelling Unit-Interior (1480),Non-Dwelling Construction - Mechanical (1480)) Description : Interior boiler heat lines, valves, boiler equipment, radiator, replacement, etc.	1480		\$102,641.53	\$89,726.00				
KY002000001 - LATONIA TERRACE	Plumbing Upgrade - Drains (Dwelling Unit-Interior (1480)) Description : Replace sanitary lines in walls and floors	1480		\$102,641.53	\$50,000.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
 (2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages									
PHA Name: Housing Authority of Covington		Grant Type and Number Capital Fund Program Grant No. Replacement Housing Factor Grant No. CFPP(Yes/No):			Federal FFY of Grant:				
		KY36P00250119							
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost (2)	Status of Work		
				Original	Revised (1)			Funds Obligated	Funds Expended
KY002000003 - CITY HEIGHTS	Architectural and Engineering Fees (Contract Administration (1480)) Description : Architectural and Engineering Fees	1480		\$14,369.81	\$35,560.00				
KY002000003 - CITY HEIGHTS	Concrete and Asphalt (Non-Dwelling Site Work (1480)) Description : Concrete and Asphalt Paving, sidewalks, roadways, patios, parking lots, steps, playgrounds, etc.	1480		\$51,320.77	\$44,863.00				
KY002000003 - CITY HEIGHTS	Water Lines and Valves (Dwelling Unit-Interior (1480), Non-Dwelling Construction - Mechanical (1480), Non-Dwelling Site Work (1480)) Description : Interior and Exterior Water Lines and Valves	1480		\$61,584.92	\$40,000.00				
KY002000003 - CITY HEIGHTS	Install Gas Lines and Valves (Non-Dwelling Site Work (1480)) Description : Install Exterior Gas Lines and Valves	1480		\$41,056.61	\$30,000.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages									
PHA Name: Housing Authority of Covington		Grant Type and Number Capital Fund Program Grant No. Replacement Housing Factor Grant No. CFPP(Yes/No):				Federal FFY of Grant:			
		KY36P00250119							
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost (2)		Status of Work	
				Original	Revised (1)	Funds Obligated	Funds Expended		
KY002000003 - CITY HEIGHTS	Replace Electric Boxes (Non-Dwelling Construction - Mechanical (1480), Non-Dwelling Site Work (1480)) Description : Replace load centers, meter boxes, disconnect switches, conduits, wiring, and components, etc.	1480		\$41,056.61	\$40,000.00				
KY002000003 - CITY HEIGHTS	Water Heaters (Non-Dwelling Construction - Mechanical (1480)) Description : Water Heaters	1480		\$82,113.23	\$40,000.00				
KY002000003 - CITY HEIGHTS	Fire Suppression (Dwelling Unit-Interior (1480)) Description : Fire Suppression Canisters at Range Hoods	1480		\$36,064.13	\$0.01				
KY002000003 - CITY HEIGHTS	Windows (Dwelling Unit-Exterior (1480)) Description : Replace Windows and Caulking	1480		\$10,264.15	\$20,000.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
 (2) To be completed for the Performance and Evaluation Report

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

Part II: Supporting Pages									
PHA Name: Housing Authority of Covington		Grant Type and Number Capital Fund Program Grant No. Replacement Housing Factor Grant No. CFPP(Yes/No):			Federal FFY of Grant:				
		KY36P00250119							
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost (2)		Status of Work	
				Original	Revised (1)	Funds Obligated	Funds Expended		
KY002000003 - CITY HEIGHTS	Gas Cathodic Protection (Non-Dwelling Site Work (1480)) Description : Upgrade Gas Cathodic Protection	1480		\$30,792.46	\$5,000.00				
KY002000005 - GOLDEN TOWER	Concrete and Asphalt (Non-Dwelling Site Work (1480)) Description : Concrete and Asphalt, paving, sidewalks, roadways, parking lots, patios, steps, gazebo, etc.	1480		\$4,105.66	\$3,589.00				
KY002000005 - GOLDEN TOWER	Fire Suppression (Dwelling Unit-Interior (1480)) Description : Install Fire Suppression Cantisters at Range Hoods	1480		\$15,273.06	\$0.01				
KY002000005 - GOLDEN TOWER	PTAC Units (Dwelling Unit-Interior (1480)) Description : Replace heating and cooling units	1480		\$15,396.23	\$8,000.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages									
PHA Name: Housing Authority of Covington		Grant Type and Number Capital Fund Program Grant No. KY36P00250119 Replacement Housing Factor Grant No. CFFP(Yes/No):			Federal FFY of Grant:				
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost ⁽²⁾	Status of Work		
				Original	Revised ⁽¹⁾			Funds Obligated	Funds Expended
KY002000005 - GOLDEN TOWER	Replace windows (Dwelling Unit-Exterior (1480),Non-Dwelling Exterior (1480)) Description : Replace basement and first floor windows and caulking; energy efficient	1480		\$71,849.07	\$10,000.00				
KY002000005 - GOLDEN TOWER	Bond Financing (Debt Service Bond Payment-Paid by PHA (1501)) Description : Bond Financing for floor plan reconfigurations	1501		\$257,350.00	\$257,350.00				
KY002000010 - EMERY	Emery Site Work, Building Exterior, Building Interior (Dwelling Unit-Exterior (1480),Dwelling Unit-Interior (1480),Dwelling Unit-Site Work (1480),Non-Dwelling Construction - Mechanical (1480),Non-Dwelling Interior (1480),Non-Dwelling Site Work (1480)) Description : Water lines and valves, drainage, asphalt work and stripe parking lot, roofs, downspouts, gutters, siding, trim, windows, caulking, sliding doors. Water heaters, interior stair treads and common	1480		\$18,475.48	\$26,500.00				
KY002000006 - ACADEMY FLATS	Academy Flats Exterior and Interior Work (Dwelling Unit-Exterior (1480),Dwelling Unit-Site Work (1480),Non-Dwelling Construction - Mechanical (1480),Non-Dwelling Equipment-Expendable/Non-Expendable (1480),Non-Dwelling Interior (1480)) Description : Windows, caulking, siding, trim, exterior security cameras, interior painting and	1480		\$10,264.15	\$10,000.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement

(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages						
PHA Name: Housing Authority of Covington		Grant Type and Number Capital Fund Program Grant No. Replacement Housing Factor Grant No. CFFP(Yes/No):			Federal FFY of Grant:	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Status of Work
				Original	Revised (1)	
				Funds Obligated	Funds Expended	

KY36P00250119

KY002000015 - NEW SITE PROPERTIES	NSP Building Exterior and Site Work (Dwelling Unit-Exterior (1480), Non-Dwelling Site Work (1480)) Description : Windows, siding, trim, tuck- pointing brick, caulking, painting and fencing	1480		\$20,528.31	\$20,000.00	
KY002000011 - EASTSIDE REVITALIZATION 1	ESR1 Building Exterior, Interior and Furnaces (Dwelling Unit-Interior (1480), Dwelling Unit- Exterior (1480), Non-Dwelling Site Work (1480)) Description : Windows, roofs, gutters, downspouts, siding, trim, tuck pointing, caulking, painting, exterior concrete and furnace replacement, interior doors, flooring and plumbing	1480		\$12,316.98	\$12,000.00	

KY002000012 - EASTSIDE REVITALIZATION 2	ESR2 Building Exterior, Concrete and Interior Work (Dwelling Unit-Exterior (1480), Dwelling Unit-Interior (1480), Non-Dwelling Site Work (1480)) Description : Roofs, downspouts, gutters, windows, siding, trim, tuck-pointing, painting, caulking, and exterior concrete, Interior doors, flooring and plumbing	1480		\$10,264.15	\$10,000.00	
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(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
(2) To be completed for the Performance and Evaluation Report

Part II: Supporting Pages									
PHA Name: Housing Authority of Covington		Grant Type and Number Capital Fund Program Grant No. KY36P00250119 Replacement Housing Factor Grant No. CFPP(Yes/No):			Federal FFY of Grant:			Status of Work	
Development Number Name/PHA-Wide Activities	General Description of Major Work Categories	Development Account No.	Quantity	Total Estimated Cost		Total Actual Cost (2)		Funds Obligated	Funds Expended
				Original	Revised (1)	Funds Obligated	Funds Expended		
KY002000013 - EASTSIDE REVITALIZATION 3	ESR3 Building Exterior, Concrete and Interior Work (Dwelling Unit-Exterior (1480),Dwelling Unit-Interior (1480)) Description : ESR3 Roofs, Gutters, Downspouts, Windows, Caulking, Siding, and Trim; Interior doors, painting, flooring and plumbing	1480		\$10,264.15	\$9,000.00				
KY002000003 - CITY HEIGHTS	Electric Utility Service Upgrade (Non- Dwelling Construction - Mechanical (1480),Non-Dwelling Site Work (1480)) Description : Utility Service, Poles and Components	1480		\$4,105.68	\$30,000.00				
Total:				\$1,938,374.00	\$1,785,747.00				

(1) To be completed for the Performance and Evaluation Report or a Revised Annual Statement
 (2) To be completed for the Performance and Evaluation Report

Part III: Implementation Schedule for Capital Fund Financing Program					
PHA Name: Housing Authority of Covington		Federal FFY of Grant:			
Development Number Name/PHA-Wide Activities	All Fund Obligated (Quarter Ending Date)		All Funds Expended (Quarter Ending Date)		Reasons for Revised Target Dates (1)
	Original Obligation End Date	Actual Obligation End Date	Original Expenditure End Date	Actual Expenditure End Date	

(1) Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

Part I: Summary		FFY of Grant: 2017 FFY of Grant Approval: 2017	
PHA Name: Housing Authority of Covington		Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: KY36R002502-17 Date of CFFP:	
Type of Grant	Revised Annual Statement (revision no:)		Total Actual Cost ¹
<input type="checkbox"/> Original Annual Statement <input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 2/24/2020	<input type="checkbox"/> Reserve for Disasters/Emergencies	<input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost Revised ²	Obligated
1	Total non-CFP Funds		
2	1406 Operations (may not exceed 20% of line 21) ³		
3	1408 Management Improvements		
4	1410 Administration (may not exceed 10% of line 21)		
5	1411 Audit		
6	1415 Liquidated Damages		
7	1430 Fees and Costs		
8	1440 Site Acquisition		
9	1450 Site Improvement		
10	1460 Dwelling Structures		
11	1465.1 Dwelling Equipment—Nonexpendable		
12	1470 Non-dwelling Structures		
13	1475 Non-dwelling Equipment		
14	1485 Demolition		
15	1492 Moving to Work Demonstration		
16	1495.1 Relocation Costs		
17	1499 Development Activities ⁴	31,795.00	0

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0226
Expires 3/31/2020

Part I: Summary		FFY of Grant: 2017	
PHA Name:	Grant Type and Number	FFY of Grant Approval: 2017	
Housing Authority of Covington	Capital Fund Program Grant No: Replacement Housing Factor Grant No: KY36R002502-17 Date of CFFP:		
Type of Grant			
<input type="checkbox"/> Original Annual Statement		<input type="checkbox"/> Revised Annual Statement (revision no:)	
<input checked="" type="checkbox"/> Performance and Evaluation Report for Period Ending: 2/24/2020		<input type="checkbox"/> Final Performance and Evaluation Report	
Line	Summary by Development Account	Total Estimated Cost	Total Actual Cost¹
		Original	Obligated Expended
18a	1501 Collateralization or Debt Service paid by the PHA		
18ba	9000 Collateralization or Debt Service paid Via System of Direct Payment		
19	1502 Contingency (may not exceed 8% of line 20)		
20	Amount of Annual Grant: (sum of lines 2 - 19)	31,795.00	0
21	Amount of line 20 Related to LBP Activities		
22	Amount of line 20 Related to Section 504 Activities		
23	Amount of line 20 Related to Security - Soft Costs		
24	Amount of line 20 Related to Security - Hard Costs		
25	Amount of line 20 Related to Energy Conservation Measures		
Signature of Executive Director		Signature of Public Housing Director	Date

¹ To be completed for the Performance and Evaluation Report.
² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.
³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.
⁴ RHF funds shall be included here.

