



<b>B.</b>	<b>5-Year Plan.</b> Required for <u>all</u> PHAs completing this form.
<b>B.1</b>	<p><b>Mission.</b> State the PHA’s mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA’s jurisdiction for the next five years.</p> <p>Improve neighborhoods and communities by: providing quality affordable housing, advancing development initiatives and fostering self-sufficiency.</p>
<b>B.2</b>	<p><b>Goals and Objectives.</b> Identify the PHA’s quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years.</p> <p style="text-align: center;"><b><u>Goals for next five years (2020-2024)</u></b></p> <p>Expand the supply of affordable housing by applying for additional Section 8 VASH vouchers, if available or needed, leverage private or other public funds to create additional housing opportunities, acquire or build units or developments, and explore housing development opportunities outside city limits.</p> <p>Improve the quality of affordable housing by increasing usage of Asset Planner software for Capital Fund needs, renovate and modernize the remaining public housing units through conversion from Low Income Public Housing to Project-Based Rental Assistance, demolish obsolete public housing units and provide replacement housing for demolished units.</p> <p>Increase affordable housing choices by exploring opportunities to utilize Project-Based Rental Assistance (PBRA), Project-Based Voucher (PBV), Mainstream Vouchers, Family Unification Program (FUP) Vouchers, Veterans Affairs Supportive (VASH) Vouchers, and Agreement to Enter into A Housing Assistance Payment Contract (AHAP) Vouchers for new construction or rehabilitation activities for existing housing as well as other affordable housing programs when the opportunity arises. KCDC may explore the option of requesting an increase of KCDC’s Faircloth Limit which is currently set at 2,616.</p> <p>Provide improved affordable housing living environments by designating developments or buildings for particular resident groups, such as elderly.</p> <p>Promote self-sufficiency and asset development of assisted households by continuing partnering with supportive services, organizations, and groups to assist residents with training and employment while attracting additional supportive service to increase independence for the elderly and/or families with disabilities. KCDC has submitted an application to implement the Jobs Plus Initiative for the Western Heights community to provide employment-related services, financial incentives (income disregard) and community supportive services for participants who are employed.</p> <p>Ensure equal opportunity and affirmatively further fair housing by continued Fair Housing Policy training; continue affirmative measure to ensure access to assisted housing regardless of race, color, religion, national origin, sex, familial status, disability, sexual orientation, gender identity or marital status by participating and providing pertinent training for staff to include KCDC’s Language Access Plan for Limited English Proficiency.</p> <p>Encouraging resident participation with Knoxville’s Community Development Corporation in maintaining their property through training, education and resident initiatives.</p> <p>Streamline all programs (Section 8, LIPH, PBRA and LIHTC) to decrease dependency on HUD subsidy by increasing the usage of web-based portals for applicants and residents, decrease dependency upon paper and postage by utilizing technology resources, aligning policies and procedures across all programs where applicable, and analyze the implementation of centralized services for application processing and annual resident recertifications.</p>

**B.3**

**Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan.

**Goals for Previous Five Years (2015-2019)**

**Expand the supply of affordable housing:**

- Applied for and received 40 additional Section 8 VASH Vouchers since 2014
- Applied for and received 88 Mainstream Vouchers
- Applied for and received 18 Family Unification Program Vouchers
- Received \$501,384 from Knox County CDBG
- Received \$5,290,613 from City of Knoxville
- Received \$3,073,084 from THDA

**Improve the quality of affordable housing:**

- Staff continues to work closely with Ameresco from implementation of Asset Planner software to organize risk management criteria associated with infrastructure to identify the most important renewal and replacement needs for each property within our portfolio.
- Austin Homes demolition of 129 units completed in preparation of the Austin Homes Master Plan implementation

**Increase affordable housing choices:**

New construction of 53 Project-Based Voucher elderly/disabled units at the Cottages at Clifton Road

The Five Points Master Plan has reached the following milestones:

- New construction of 90 elderly/disabled units at The Residences at Five Points 1 complete
- New construction of 84 family units at Five Points 2 complete
- New construction of 80 family units at Five Points 3 complete
- Construction currently underway of 82 family units at Five Points 4 with first buildings scheduled for completion early Spring 2020
- Plans currently underway for construction of 15 stand-alone, in-fill family units as part of the final Five Points Master Plan

KCDC has successfully converted the following properties from Low Income Public Housing to RAD/PBRA/LIHTC

Property	Conversion Date	Program Type
Autumn Landing	4/1/2016	RAD/PBRA
Nature's Cove	4/1/2016	RAD/PBRA
Five Points Senior Duplexes	1/1/2017	RAD/PBRA
Valley Oaks	1/1/2017	RAD/PBRA
Mechanicsville I & II	1/1/2017	RAD/PBRA
Residences at Lonsdale	10/1/2017	RAD/PBRA/LIHTC
North Ridge Crossing	10/1/2017	RAD/PBRA/LIHTC
The Vista at Summit Hill	10/1/2017	RAD/PBRA/LIHTC
Five Points Family Multiplexes	12/1/2017	RAD/PBRA
Verandas	12/1/2017	RAD/PBRA
Montgomery Village	12/1/2018	RAD/PBRA
Passport Homes	12/1/2018	RAD/PBRA
Passport Residences	12/1/2018	RAD/PBRA
Love Towers	10/1/2019	RAD/PBRA
Isabella Towers	11/1/2019	RAD/PBRA
Residences at Eastport I	12/1/2019	RAD/PBRA
Residences at Eastport II	12/1/2019	RAD/PBRA/LIHTC

**Provide improved affordable housing living environments:**

KCDC currently has ten (10) elderly/disabled designated properties to include: Cagle Terrace, Cottages at Clifton, Residences at Five Points 1, Five Points Senior Duplexes, Love Towers, Northgate Terrace, Residences at Eastport I & II and The Verandas.

**Promote self-sufficiency and asset development of assisted households:**

KCDC continues partnerships with supportive services, organizations and groups to assist residents with training, employment and healthcare services. Efforts to increase services in order to support independence for elderly and/or disabled residents will continue.

**B.4**

**Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking.

KCDC Admissions and Continued Occupancy Policy, for LIPH properties, as well as the Tenant Selection Assignment Plan, for PBRA properties, support the referral of victims of domestic violence to the Family Justice Center which houses several agencies that provide coordinated services to victims of domestic violence, dating violence, sexual assault or stalking. Staff collaborates and works with agencies as needed. KCDC, upon the request of the victim and with proper documentation, transfers residents who are victims of domestic violence to other KCDC properties as well as assigning preferences for existing tenants and applicants.

<p><b>B.5</b></p>	<p><b>Significant Amendment or Modification.</b> Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan.</p> <p>Substantial deviations, significant amendments or modifications are defined as discretionary changes in the plans or policies of KCDC that fundamentally change the mission, goals, objectives or plans of KCDC and which require formal approval of the KCDC Board of Commissioners. As noted in Section B.2 (New Activities) KCDC is currently in the process of converting multiple locations from Low Income Public Housing to Project-Based Rental Assistance under RAD. The following items should be excluded from substantial deviations and/or significant amendments:</p> <ul style="list-style-type: none"> <li>• The decision to convert to either Project Based Rental Assistance or Project Based Voucher Assistance;</li> <li>• The date the Significant Amendment is submitted to the PHA Plan website;</li> <li>• Change to the Capital Fund Budget produced as a result of each approved RAD Conversion, regardless of whether the proposed conversion will include the use of additional Capital Funds;</li> <li>• Changes to the construction and rehabilitation plan for each approved RAD conversion; and</li> <li>• Changes to the financing structure for each approved RAD conversion.</li> </ul> <p>KCDC will adopt and incorporate all applicable PBRA Resident Rights and Participation requirements as noted, and outlined bellowed, in PIH-2012-32 (HA), REV-2 at all conversion properties. All plans and relocation activities, if applicable, will be performed in accordance with Joint Housing/PIH Notice H-2014-09/PIH-2014-17).</p> <ul style="list-style-type: none"> <li>• Right to return and Relocation Assistance</li> <li>• No rescreening of tenants upon conversion</li> <li>• Under-Occupied unit</li> <li>• Phase-in of tenant rent increase (5-year option)</li> <li>• FSS and ROSS-SC programs (if applicable)</li> <li>• Resident participation and funding</li> <li>• Termination notification</li> <li>• Grievance process</li> <li>• Earned Income Disregard</li> <li>• Jobs Plus</li> <li>• When TTP exceeds gross rent</li> <li>• Establishment of waiting list</li> <li>• Choice mobility</li> </ul> <p>In the event KCDC implements other housing programs (including, but not limited to, PBRA, PBV, LIHTC or RAD) any policies, procedures or lease agreements will be revised to align with respective HUD program guidelines.</p>
<p><b>B.6</b></p>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) provide comments to the 5-Year PHA Plan?</p> <p>Y    N  <input type="checkbox"/>   <input type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
<p><b>B.7</b></p>	<p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD 50077-SL</a>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>

<b>Annual PHA Plan</b> <i>(Standard PHAs and Troubled PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 02/29/2016
--	---	--

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

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

**Definitions.**

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

<b>A.</b>	<b>PHA Information.</b>						
<p>PHA Name: <u>Knoxville's Community Development Corporation (KCDC)</u> <span style="float: right;">PHA Code: <u>TN003</u></span>          PHA Type: <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA          PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/01/2020</u>          PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)          Number of Public Housing (PH) Units: <u>991</u> Number of RAD/PBRA Units: <u>1383</u> Number of RAD/PBRA/LIHTC Units: <u>957</u>          Number of Housing Choice Vouchers (HCVs): <u>3,114</u> Moderate Rehab: <u>82</u> Mainstream: <u>100</u> Mainstream (Non-Elderly): <u>88</u>          Non-Elderly/Disabled: <u>175</u> Family Unification Program: <u>18</u> Veterans Affairs Supportive: <u>150</u> Project-Based: <u>267</u> AHAP: <u>152</u>          Total Combined Units/Vouchers <u>7,477</u>          PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p><b>Availability of Information.</b> PHAs must have the elements listed below in sections B and C readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.</p> <p><input type="checkbox"/> <b>PHA Consortia:</b> (Check box if submitting a Joint PHA Plan and complete table below)</p>							
		<b>Participating PHAs</b>	<b>PHA Code</b>	<b>Program(s) in the Consortia</b>	<b>Program(s) not in the Consortia</b>	<b>No. of Units in Each Program</b>	
						<b>PH</b>	<b>HCV</b>
		Lead PHA:					
<b>B.</b>	<b>Annual Plan Elements</b>						

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

Y N

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

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

**Statement of Housing Needs**

In July 2019, the University of Tennessee’s Knoxville’s Homeless Management Information System (KnoxHMIS) published the 2018 Knoxville Homeless Management Information System Annual Report, which included a total of 9,183 persons reporting homelessness in 2018 among KnoxHMIS partners (this is an increase in new clients of 3% when compared to the 8,938 reported in 2017). The number of new clients increased by 1%, while continuing clients increased by 4%.

<b>Housing Problem #1 (Substandard Housing)</b>	<b>0-30%</b>	<b>30-50%</b>	<b>50-80%</b>	<b>80-100%</b>	<b>Total</b>
Substandard Housing (Lacking complete plumbing or kitchen facilities)	245	320	230	315	1,110
Severely Overcrowded (1.51 people per room and lacking complete plumbing or kitchen facilities)	10	65	0	10	85
Overcrowded (1.01 - 1.5 people per room and none of the above problems)	30	140	90	33	293
Housing cost burden greater than 50% of income and none of the above problems	8,059	2,305	265	15	10,644
Housing cost burden greater than 30% of income and none of the above problems	1,125	2,600	3,375	410	7,510
Zero/negative income and none of the above problems	1,430	0	0	0	1,430
<b>Totals</b>	<b>10,899</b>	<b>5,430</b>	<b>3,960</b>	<b>783</b>	<b>21,072</b>

<b>Housing Problem #2 (Severe Housing Problems)</b>	<b>0-30%</b>	<b>30-50%</b>	<b>50-80%</b>	<b>80-100%</b>	<b>Total</b>
Having 1 or more of 4 housing problems	8,344	2,825	575	374	12,118
Having none of four housing problems	3,644	4,215	8,565	3,305	19,729
Negative income/none of the other housing problems	1,430	0	0	0	1,430
<b>Totals</b>	<b>13,418</b>	<b>7,040</b>	<b>9,140</b>	<b>3,679</b>	<b>33,277</b>

Includes households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden.

<b>Housing Problem #3 (Cost Burden &gt;30%)</b>	<b>0-30%</b>	<b>30-50%</b>	<b>50-80%</b>	<b>Total</b>
Small Related	2,578	1,355	880	4,813
Large Related	144	180	35	359
Elderly	843	1,205	435	2,483
Other	5,835	2,560	2,400	10,795
<b>Total need by income</b>	<b>9,400</b>	<b>5,300</b>	<b>3,750</b>	<b>18,450</b>

<b>Housing Problem #3 (Cost Burden &gt;50%)</b>	<b>0-30%</b>	<b>30-50%</b>	<b>50-80%</b>	<b>Total</b>
Small Related	2,094	620	65	2,779
Large Related	129	95	0	224
Elderly	588	515	35	1,138
Other	5,455	1,250	175	6,880
<b>Total need by income</b>	<b>8,266</b>	<b>2,480</b>	<b>275</b>	<b>11,021</b>

<b>Housing Problem #4 (Crowding)</b>	<b>0-30%</b>	<b>30-50%</b>	<b>50-80%</b>	<b>80-100%</b>	<b>Total</b>
Single family households	40	145	55	39	279
Multiple, unrelated family households	0	30	45	4	79
Other, non-family households	0	30	0	0	30
<b>Totals by Income</b>	<b>40</b>	<b>205</b>	<b>100</b>	<b>43</b>	<b>388</b>

<b>Housing Problem #4 (Crowding)</b>	<b>0-30%</b>	<b>30-50%</b>	<b>50-80%</b>	<b>Total</b>
Households with Children Present	3,747	1,841	1,710	7,298

The charts below compare the existence of housing problems among racial groups against the jurisdiction as a whole. The 50% -100% Area Median Income categories did not reflect any income/negative income problems. In each category white populations have a disproportionately greater need.

Racial Groupings	0%-30% Area Median Income			30%-50% Area Median Income		50%-80% Area Median Income		80%-100% Area Median Income	
	1+ Housing Problems	0 Housing Problems	No or Negative Income Only	1+ Housing Problems	0 Housing Problems	1+ Housing Problems	0 Housing Problems	1+ Housing Problems	0 Housing Problems
White	7,694	1,384	1,040	5,360	2,995	5,540	7,825	1,890	5,750
Black/African American	3,460	1,395	550	1,674	645	880	1,550	165	920
Asian	155	0	85	135	10	160	45	35	135
American Indian/Alaska Native	30	0	0	90	15	15	0	0	10
Pacific Islander	0	0	0	0	0	0	0	0	0
Hispanic	260	0	10	295	100	305	425	60	145
<b>Totals</b>	<b>11,599</b>	<b>2,779</b>	<b>1,685</b>	<b>7,554</b>	<b>3,765</b>	<b>6,900</b>	<b>9,845</b>	<b>2,150</b>	<b>6,960</b>

c. Deconcentration and Other Policies that Govern Eligibility, Selection, and Admission

KCDC will affirmatively market its housing to all eligible income groups. Lower income residents will not be steered toward lower income properties and higher income people will not be steered toward higher income properties. Toward this end, KCDC will:

- Establish local preferences that promote deconcentration of poverty and income mixing, such as a preference for working families;
- Provide information and referral services that link residents to supportive services, such as child care, job training and placement programs and case management;
- Offer rent incentives, if deemed appropriate and financially feasible, for eligible families who will have the sole discretion in determining whether to accept the incentive. KCDC will not take any adverse action toward any eligible family for choosing not to accept an incentive and occupancy of a property.

Prior to the beginning of each fiscal year, KCDC will analyze the income levels of families residing in each of its properties and the income levels of the families on the waiting list. Based on this analysis, KCDC will determine marketing strategies for deconcentration.

B.2

**New Activities.**

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

Y N

- Hope VI or Choice Neighborhoods.
- Mixed Finance Modernization or Development.
- Demolition and/or Disposition.
- Designated Housing for Elderly and/or Disabled Families.
- Conversion of Public Housing to Tenant-Based Assistance.
- Conversion of Public Housing to Project-Based Assistance under RAD.
- Occupancy by Over-Income Families.
- Occupancy by Police Officers.
- Non-Smoking Policies.
- Project-Based Vouchers.
- Units with Approved Vacancies for Modernization.
- Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

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

**Mixed Finance Modernization or Development**

Mixed financial resources for Project Based Rental Assistance RAD conversion properties may include Federal Housing Administration Loans, Fannie Mae, Freddy Mac, and Low Income Housing Tax Credits and Bonds, Knoxville Housing Development Corporation, City of Knoxville, Community Investment Tax Credit, Housing Trust Funds, Affordable Housing Trust Funds, and private lenders in conjunction with Capital Funds, Operating Subsidy and Replacement Housing Funds, if available.

**Demolition and Disposition**

On September 24, 2019, KCDC received HUD approval for early demolition for 86 remaining dwelling units and 17 buildings on Phase II and Phase III sites at Austin Homes under the RAD Program as part of a multiphase award. Austin Homes (AMP TN00300006) originally contained 129 units on three sites on adjacent parcels. Phase I site contained 43 units that were converted as a transfer of assistance as part of the 82 total units Five Points Phase 4 RAD Conversion which closed on 5/14/19. The remaining 86 units contained in Phase II and Phase III are the remaining units in AMP TN003000006.

**Conversion of Public Housing to Project-Based Rental Assistance under RAD**

**Transfer of Assistance:** KCDC does not anticipate additional Transfer of Assistance will be necessary during the upcoming fiscal year.

**Site Selection and Neighborhood Standards Review:** KCDC certifies that its sites comply with the Site Selection requirements set forth at 24 CFR §983.57, the Fair Housing Act, Title VI of the Civil Rights Act of 1964 including implementing regulations at 24 CFR §1.4(b)(3), Section 504 of the Rehabilitation Act of 1973 including implementing regulations at 24 CFR § 8.4(b)(5), and the Americans with Disabilities Act. All appropriate procedures have been followed.

**Voluntary Compliance Agreement, Consent Decree, Etc.:** KCDC is not currently under any Voluntary Compliance Agreement, Consent Decree or Consent Order.

**Required HUD PBRA Documents:** HUD required PBRA documents have been provided as an attachment to this Plan, to include: Multifamily model lease for subsidized program form HUD-90105a (Attachment B2A), VAWA Lease Addendum form HUD-91067 (Attachment B2B), Tenant Selection and Assignment Plan (Attachment B2C), House Rules. (Attachment B2D), Pet Policy (Attachment B2E), and Grievance Procedure (Attachment B2F).

Project-Based Rental Assistance RAD applications have been completed and submitted for Cagle Terrace, Northgate Terrace and Western Heights.

**KCDC was awarded a Multi-phase Portfolio Project-Based Rental Assistance/LIHTC conversion for Dr. Lee Williams Senior Complex (TN003000009) and Walter P. Taylor Homes (TN003000008). The approved portfolio, phased RAD conversion, included demolition and new construction of all units. A summary of all phases is below.**

- Phase 1: includes units from Dr. Lee Williams with new construction of a LIHTC 90 (84 1-BRs, 6 2-BRs) unit elderly/disabled complex, built on vacant land from previous demolition of the Dr. Lee Williams Senior Complex. Leasing was 100% complete in July, 2017 and is in full operation. All units are energy efficient and include HVAC. Site has a community room with computers and provided internet service and an outdoor pavilion.
- Phase 2: includes 23 units from Dr. Lee Williams and 61 units from Walter P. Taylor Homes, with new construction of a LIHTC 84 (18 1-BRs, 42 2-BRs, 16 3-BRs, and 8 4-BRs) unit, 10 building, family complex built on vacant land from previous demolition of Walter P. Taylor Homes. All units have HVAC and the site was certified with Enterprise Green Communities energy efficiency standards. The development includes a computer lab with computers and internet services, playground, and greenway path for walking and biking activities. Leasing was 100% complete in August, 2018.
- Phase 3: includes 36 units from Dr. Lee Williams and 44 units from Walter P. Taylor Homes, with new construction of a LIHTC 80 (48 1-BRs, 14 2-BRs, and 18 3-BRs) unit, 28 building, and family complex. This phase included DeMinimis of 24 efficiency units from Dr. Lee Williams. All units have HVAC and the site will be certified with Enterprise Green Communities energy efficiency standards. The development includes a computer lab with computers and internet services, playground, and central park area. The city greenway is planned to border this Phase. Construction began in early 2018 and completed August, 2019.



- Phase 4: includes the remaining 39 units from Walter P. Taylor Homes, and a transfer of assistance of 43 units from Austin Homes, with new construction of a LIHTC 82 (14 1-BRs, 23 2-BRs, 23 3-BRs, 18 4-BRs and 4 5-BRs). All units will have HVAC and the site will be certified with Enterprise Green Communities energy efficiency standards. The development includes a computer lab with computers and internet services, playground, and central park area. The city greenway is also planned to border this Phase. Construction began in April, 2019 with an estimated completion August, 2020.

KCDC plans Project-Based Rental Assistance-RAD conversion for Low Income Public Housing properties combined within three Tranche groupings. No changes have been proposed under RAD for the number of units or bedroom sizes at any PBRA/RAD conversion properties within Tranche 1 or Tranche 2. KCDC may research the conversion from efficiency units to one-bedroom units within Tranche 3.

The property table below reflects HAP Contract effective dates for properties that have been successfully converted from LIPH to RAD/PBRA/LIHTC.

<b>Converted Properties from LIPH to PBRA/RAD/LIHTC</b>			
<b>Property</b>	<b>Program</b>	<b>Contract Number</b>	<b>Effective Date</b>
Autumn Landing/Nature's Cove (Tranche 1)	PBRA	TN37RD00001	4/1/16
Mechanicsville (Tranche 1)	PBRA	TN37RD00004	2/1/17
Valley Oaks (Tranche 1)	PBRA	TN37RD00003	2/1/17
Five Points Senior Duplexes	PBRA	TN37RD00005	2/1/17
Residences @ Five Points	PBRA/LIHTC	TN37RD00002	8/1/17
North Ridge Crossing (Tranche 1)	PBRA/LIHTC	TN37RD00009	10/1/17
Vista @ Summit Hill (Tranche 1)	PBRA/LIHTC	TN37RD00010	10/1/17
The Verandas (Tranche 2)	PBRA	TN37RD00011	12/1/17
Five Points Family Multiplexes	PBRA	TN37RD00012	12/1/17
Five Points 2	PBRA/LIHTC	TN37RD00007	4/1/18
Five Points 3	PBRA/LIHTC	TN37RD00014	6/1/18
Montgomery Village (Tranche 2)	PBRA	TN37RD00021	12/1/18
Passport Homes/Passport Residences (Tranche 2)	PBRA	TN37RD00016	12/1/18
Love Towers (Tranche 3)	PBRA	TN37RD00024	10/1/19
Isabella Towers (Tranche 3)	PBRA	TN37RD00025	11/1/19
Residences at Eastport I (Tranche 2)	PBRA	TN37RD00027	12/1/19
Residences at Eastport II (Tranche 2)	PBRA/LIHTC	TN37RD00028	12/1/19

Tranche 3: Applications have been submitted for the remaining Low Income Public Housing stock to be converted to RAD/PBRA and include the following properties: Cagle Terrace (TN003000010), Northgate Terrace (TN003000011) and Western Heights (TN003000004). As of the time of completion of the "Draft" plan Cagle Terrace is the only property that has been issued a CHAP.

For all RAD/PBRA conversions, KCDC will implement a 5-year phase-in policy as per HUD Notice 2012-32 Revision 2. If a resident's monthly rent increases by the greatest of 10% or \$25.00 purely as a result of conversion, these increases will be phased in over a 5 year period.

#### **Choice Mobility Voucher**

KCDC will offer Choice Mobility vouchers for residents at RAD/PBRA-converted properties the later of 24 months from the date of execution of the HAP contract or 24 months after move-in date. KCDC will provide up to one-third of its turnover vouchers to residents of RAD/PBRA properties requested in any one year and limit moves to no more than 15% of assisted units in each RAD/PBRA property.

#### **Project-Based Vouchers**

KCDC currently has 267 project-based vouchers for leasing. KCDC will continue to monitor the need for project-based vouchers and, if necessary, will request additional vouchers be made available.

#### **Units with Approved Vacancies for Modernization**

KCDC reserves the right to request HUD modernization approval for vacancies related to Project-Based Rental Assistance conversion activities, or in conjunction with Emergency Safety and Security Grants.

#### **Other Capital Grant Programs – Emergency Safety and Security Grants for KCDC Modernization Projects**

On March 28, 2018, KCDC received approval for emergency funding from the Capital Fund Reserve for Emergencies and Natural Disasters in the amount of \$4,542,014 for sewer and water line repair, mold abatement and masonry repairs at Western Heights (TN003000001). This property contains a total of 440 units with 244 being directly affected by the emergency repairs. The remaining 196 units will be used for internal relocations for those residents being relocated within the property while the emergency repairs are being addressed. KCDC is required to obligate 90% of the Emergency Funds within one year and allotted two years to define the work needed, procure contractor services and complete the required work. Estimated completion date for emergency grant work is September 2020.

<b>B.3</b>	<p><b>Civil Rights Certification.</b></p> <p>Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>																																																						
<b>B.4</b>	<p><b>Most Recent Fiscal Year Audit.</b></p> <p>(a) Were there any findings in the most recent FY Audit?</p> <p>Y N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p>																																																						
<b>B.5</b>	<p><b>Progress Report.</b></p> <p>Provide a description of the PHA’s progress in meeting its Mission and Goals described in the PHA 5-Year and Annual Plan.</p> <p><b>Expand the supply of affordable housing:</b></p> <ul style="list-style-type: none"> <li>• Applied for and received 40 additional Section 8 VASH Vouchers since 2014</li> <li>• Applied for and received 88 Mainstream Vouchers</li> <li>• Applied for and received 18 Family Unification Program Vouchers</li> </ul> <p><b>Improve the quality of affordable housing:</b></p> <ul style="list-style-type: none"> <li>• Staff continues to work closely with Ameresco from implementation of Asset Planner software to organize risk management criteria associated with infrastructure to identify the most important renewal and replacement needs for each property within our portfolio.</li> <li>• Austin Homes demolition of 129 units completed in preparation of the Austin Homes Master Plan implementation</li> </ul> <p><b>Increase affordable housing choices:</b></p> <p>New construction of 53 Project-Based Voucher elderly/disabled units at the Cottages at Clifton Road  The Five Points Master Plan has reached the following milestones:</p> <ul style="list-style-type: none"> <li>• New construction of 90 elderly/disabled units at The Residences at Five Points 1 complete</li> <li>• New construction of 84 family units at Five Points 2 complete</li> <li>• New construction of 80 family units at Five Points 3 complete</li> <li>• Construction currently underway of 82 family units at Five Points 4 with first buildings scheduled for completion early Spring 2020</li> <li>• Plans currently underway for construction of 15 stand-alone, in-fill family units as part of the final Five Points Master Plan</li> </ul> <p>KCDC has successfully converted the following properties from Low Income Public Housing to RAD/PBRA/LIHTC</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <thead> <tr> <th style="text-align: center;">Property</th> <th style="text-align: center;">Conversion Date</th> <th style="text-align: center;">Program Type</th> </tr> </thead> <tbody> <tr><td>Autumn Landing</td><td style="text-align: center;">4/1/2016</td><td style="text-align: center;">RAD/PBRA</td></tr> <tr><td>Nature’s Cove</td><td style="text-align: center;">4/1/2016</td><td style="text-align: center;">RAD/PBRA</td></tr> <tr><td>Five Points Senior Duplexes</td><td style="text-align: center;">1/1/2017</td><td style="text-align: center;">RAD/PBRA</td></tr> <tr><td>Valley Oaks</td><td style="text-align: center;">1/1/2017</td><td style="text-align: center;">RAD/PBRA</td></tr> <tr><td>Mechanicsville I &amp; II</td><td style="text-align: center;">1/1/2017</td><td style="text-align: center;">RAD/PBRA</td></tr> <tr><td>Residences at Lonsdale</td><td style="text-align: center;">10/1/2017</td><td style="text-align: center;">RAD/PBRA/LIHTC</td></tr> <tr><td>North Ridge Crossing</td><td style="text-align: center;">10/1/2017</td><td style="text-align: center;">RAD/PBRA/LIHTC</td></tr> <tr><td>The Vista at Summit Hill</td><td style="text-align: center;">10/1/2017</td><td style="text-align: center;">RAD/PBRA/LIHTC</td></tr> <tr><td>Five Points Family Multiplexes</td><td style="text-align: center;">12/1/2017</td><td style="text-align: center;">RAD/PBRA</td></tr> <tr><td>Verandas</td><td style="text-align: center;">12/1/2017</td><td style="text-align: center;">RAD/PBRA</td></tr> <tr><td>Montgomery Village</td><td style="text-align: center;">12/1/2018</td><td style="text-align: center;">RAD/PBRA</td></tr> <tr><td>Passport Homes</td><td style="text-align: center;">12/1/2018</td><td style="text-align: center;">RAD/PBRA</td></tr> <tr><td>Passport Residences</td><td style="text-align: center;">12/1/2018</td><td style="text-align: center;">RAD/PBRA</td></tr> <tr><td>Love Towers</td><td style="text-align: center;">10/1/2019</td><td style="text-align: center;">RAD/PBRA</td></tr> <tr><td>Isabella Towers</td><td style="text-align: center;">11/1/2019</td><td style="text-align: center;">RAD/PBRA</td></tr> <tr><td>Residences at Eastport I</td><td style="text-align: center;">12/1/2019</td><td style="text-align: center;">RAD/PBRA</td></tr> <tr><td>Residences at Eastport II</td><td style="text-align: center;">12/1/2019</td><td style="text-align: center;">RAD/PBRA/LIHTC</td></tr> </tbody> </table> <p><b>Provide improved affordable housing living environments:</b></p> <p>KCDC currently has ten (10) elderly/disabled designated properties to include: Cagle Terrace, Cottages at Clifton, Residences at Five Points 1, Five Points Senior Duplexes, Love Towers, Northgate Terrace, Residences at Eastport I &amp; II and The Verandas.</p> <p><b>Promote self-sufficiency and asset development of assisted households:</b></p> <p>KCDC continues partnerships with supportive services, organizations and groups to assist residents with training, employment and healthcare services. Efforts to increase services in order to support independence for elderly and/or disabled residents will continue.</p>	Property	Conversion Date	Program Type	Autumn Landing	4/1/2016	RAD/PBRA	Nature’s Cove	4/1/2016	RAD/PBRA	Five Points Senior Duplexes	1/1/2017	RAD/PBRA	Valley Oaks	1/1/2017	RAD/PBRA	Mechanicsville I & II	1/1/2017	RAD/PBRA	Residences at Lonsdale	10/1/2017	RAD/PBRA/LIHTC	North Ridge Crossing	10/1/2017	RAD/PBRA/LIHTC	The Vista at Summit Hill	10/1/2017	RAD/PBRA/LIHTC	Five Points Family Multiplexes	12/1/2017	RAD/PBRA	Verandas	12/1/2017	RAD/PBRA	Montgomery Village	12/1/2018	RAD/PBRA	Passport Homes	12/1/2018	RAD/PBRA	Passport Residences	12/1/2018	RAD/PBRA	Love Towers	10/1/2019	RAD/PBRA	Isabella Towers	11/1/2019	RAD/PBRA	Residences at Eastport I	12/1/2019	RAD/PBRA	Residences at Eastport II	12/1/2019	RAD/PBRA/LIHTC
Property	Conversion Date	Program Type																																																					
Autumn Landing	4/1/2016	RAD/PBRA																																																					
Nature’s Cove	4/1/2016	RAD/PBRA																																																					
Five Points Senior Duplexes	1/1/2017	RAD/PBRA																																																					
Valley Oaks	1/1/2017	RAD/PBRA																																																					
Mechanicsville I & II	1/1/2017	RAD/PBRA																																																					
Residences at Lonsdale	10/1/2017	RAD/PBRA/LIHTC																																																					
North Ridge Crossing	10/1/2017	RAD/PBRA/LIHTC																																																					
The Vista at Summit Hill	10/1/2017	RAD/PBRA/LIHTC																																																					
Five Points Family Multiplexes	12/1/2017	RAD/PBRA																																																					
Verandas	12/1/2017	RAD/PBRA																																																					
Montgomery Village	12/1/2018	RAD/PBRA																																																					
Passport Homes	12/1/2018	RAD/PBRA																																																					
Passport Residences	12/1/2018	RAD/PBRA																																																					
Love Towers	10/1/2019	RAD/PBRA																																																					
Isabella Towers	11/1/2019	RAD/PBRA																																																					
Residences at Eastport I	12/1/2019	RAD/PBRA																																																					
Residences at Eastport II	12/1/2019	RAD/PBRA/LIHTC																																																					

<p><b>B.6</b></p>	<p><b>Resident Advisory Board (RAB) Comments.</b></p> <p>(a) Did the RAB(s) provide comments to the PHA Plan?</p> <p>Y   N  <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(c) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
<p><b>B.7</b></p>	<p><b>Certification by State or Local Officials.</b></p> <p><a href="#">Form HUD 50077-SL</a>, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
<p><b>B.8</b></p>	<p><b>Troubled PHA.</b></p> <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place?</p> <p>Y   N   N/A  <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
<p><b>C. Statement of Capital Improvements.</b> Required for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</p>	
<p><b>C.1</b></p>	<p><b>Capital Improvements.</b> Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.</p> <p>KCDC's 2015 HUD-approved 5-Year Action Plan was submitted on 4/14/2015. HUD approval was awarded on 6/5/2015 and received by mail by KCDC on 6/5/2015.</p>

**PHA Plan Template Section B.3  
Resident Advisory Board Comments:**

KCDC did not receive any written comments from the Resident Advisory Board concerning the 2015 5-Year PHA Plan or the 2020 5-Year or Annual Plan.

## **Attachment R – Rental Assistance Demonstration (RAD)**

The Knoxville's Community Development Corporation (KCDC) is amending its 5-year PHA Plan because it was a successful applicant in the Rental Assistance Demonstration (RAD). As a result, KCDC will be converting to Project Based Rental Assistance under the guidelines of PIH Notice 2012-32, REV-1 and any successor Notices. Upon conversion to Project Based Rental Assistance KCDC will adopt the resident rights, participation, waiting list and grievance procedures listed in Section 1.7 of PIH Notice 2012-32, REV-2 and Joint Housing PIH Notice H-2014-09/PIH-2014-17. These resident rights, participation, waiting list and grievance procedures are appended to this Attachment. Additionally, KCDC certifies that it is currently compliant with all fair housing and civil rights requirements.

RAD was designed by HUD to assist in addressing the capital needs of public housing by providing KCDC with access to private sources of capital to repair and preserve its affordable housing assets. Please be aware that upon conversion, KCDC's Capital Fund Budget will be reduced by the pro rata share of Public Housing Developments converted as part of the Demonstration, and that KCDC may also borrow funds to address their capital needs.

For Autumn Landing and Nature's Cove conversion KCDC will be contributing Operating Reserves in the amount of \$657,359.00 and Capital Funds in the amount of \$524,183.00 towards the conversion. Autumn Landing and Nature's Cove have not been awarded Replacement Housing Factor (RHF) Funds. For Five Points (Phase 1) we are planning to contribute \$734,640 in Replacement Housing Factor (RHF) Funds from FY2013. For Tranche I properties it is currently too early in the process to know the KCDC contributions from Capital Funds and Operating Reserves; however we do plan to contribute funds from these sources.

KCDC currently has debt under the Capital Fund Financing Program and will be working with Capital One Public Funding to address outstanding debt issues, which may result in additional reductions of capital funds.

KCDC currently has debt under an Energy Performance Contract and will be working with National City Commercial Capital Company, LLC to address outstanding debt issues, which may result in additional reductions of capital or operating funds.

Below, please find specific information related to the Public Housing Development(s) selected for RAD.

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	Conversion Effective
Autumn Landing	TN003000031	PBRA	No	197	Family	Family	4/1/2016
Contract #	TN37RD000001	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		1	58	58	0		
		2	95	95	0		
		3	34	34	0		
		4	10	10	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	Conversion Effective
Mechanicsville	TN003000005	PBRA	No	48	Family	Family	2/1/2017
Contract #	TN37RD000004	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		2	20	20			
		3	28	28			

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	Conversion Effective
Valley Oaks	TN003000012	PBRA	No	48	Family	Family	2/1/2017
Contract #	TN37RD000003	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		2	48	48	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	Conversion Effective
Five Points Senior Duplexes	TN003000009	PBRA	No	20	Elderly-Disabled	Elderly	2/1/2017
Contract #	TN37RD000005	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		2	20	20	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	Conversion Effective
Residences at Five Points	TN003000009	PBRA/LIHTC	No	90	Family	Elderly/Disabled	8/1/2017
Contract #	TN37RD000002	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		1	84	84	0		
		2	6	6	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	Conversion Effective
Residences at Lonsdale	TN003000005	PBRA/LIHTC	No	260	Family	Family	10/1/2017
Contract #	TN37RD000008	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		1	13	13	0		
		2	169	169	0		
		3	71	71	0		
		4	7	7	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	Conversion Effective
North Ridge Crossing	TN003000012	PBRA/LIHTC	No	270	Family	Family	10/1/2017
Contract #	TN37RD000009	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		1	16	16	0		
		2	11	11	0		
		3	126	126	0		
		4	10	10	0		
		5	7	7	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	Conversion Effective
Vista at Summit Hill	TN003000025	PBRA/LIHTC	No	175	Family	Family	10/1/2017
Contract #	TN37RD000010	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		1	42	42	0		
		2	97	97	0		
		3	36	36	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	Conversion Effective
The Verandas	TN003000013	PBRA	No	42	Elderly-Disabled	Elderly	12/1/2017
Contract #	TN37RD000011	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		1	34	34	0		
		2	8	8	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	Conversion Effective
Five Points Family Multiplexes	TN003000036	PBRA	No	42	Family	Elderly	12/1/2017
Contract #	TN37RD000012	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		2	14	14	0		
		3	3	3	0		



Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	Conversion Effective
Montgomery Village	TN003000013	PBRA	No	11	Family	Family	12/1/2018
Contract #	TN37RD000021	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		1	108	108	0		
		2	86	86	0		
		3	109	109	0		
		4	42	42	0		
		5	35	35	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	Conversion Effective
Passport Homes	TN003000022	PBRA	No	380	Family	Family	12/1/2018
Contract #	TN37RD000016	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		2	6	6	0		
		3	5	5	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	Conversion Effective
Passport Residences	TN003000023	PBRA	No	50	Family	Family	12/1/2018
Contract #	TN37RD000016	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		2	43	43	0		
		3	7	7	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	RAD/PBRA Application to be Submitted
Love Towers	TN003000007	PBRA	No	249	Elderly-Disabled	Elderly-Disabled	2019
Contract #	TN37RD00024	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		0	105		0		
		1	115		0		
		2	28		0		
		3	1		0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	RAD/PBRA Application to be
Isabella Towers	TN003000018	PBRA	No	236	Family	Family	2019
Contract #	TN37RD00025	Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		0	215	215	0		
		1	21	21	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	RAD/PBRA Application to be
Cagle Terrace	TN003000010	PBRA	No	274	Elderly-Disabled	Elderly-Disabled	2019
		Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		0	250	250	0		
		1	24	24	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	RAD/PBRA Application to be
Residences at Eastport I	TN003000009	PBRA	No	25	Elderly	Elderly	2018
		Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		1	25	25	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	RAD/PBRA Application to be
Residences at Eastport II	TN003000035	PBRA	No	60	Elderly-Disabled	Elderly-Disabled	2018
		Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		1	60	60	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	RAD/PBRA Application to be
Austin Homes	TN003000006	PBRA	No	129	Family	Family	2019
Selective demolition activities are planned for this property.		Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		1	31	31	0		
		2	43	43	0		
		3	33	33	0		
		4	18	18	0		
		5	4	4	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	RAD/PBRA Application to be
Northgate Terrace	TN003000011	PBRA	No	277	Elderly	Elderly	2019
		Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		0	250	250	0		
		1	26	26	0		
		2	1	1	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	RAD/PBRA Application to be
Western Heights	TN003000001	PBRA	No	440	Family	Family	2020
		Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		1	125	125	0		
		2	186	186	0		
		3	100	100	0		
		4	19	19	0		
		5	10	10	0		

## Public Housing Agency Plan Provision for VAWA

On November 16, 2016, HUD published a Final Rule implementing the requirements established in the Violence Against Women Reauthorization Act of 2013. VAWA 2013 expanded protections to HUD programs beyond public housing and Section 8 tenant-based and project-based programs, while enhancing protections and options for victims of domestic violence, dating violence, sexual assault, and stalking. As a summary, the VAWA Final Rule includes:

- Identifying sexual assault as a crime covered by VAWA.
- Establishes a definition of “affiliated individual” based on the statutory definition that is usable and workable for HUD-covered programs.
- Applying VAWA protections to all covered HUD programs as well as the Housing Trust Fund, which was not statutorily listed as a covered program.
- Ensures existing tenants, as well as new tenants, of all HUD-covered programs receive notification of their rights under VAWA and HUD’s VAWA regulations.
- Establishes reasonable time period during which a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may establish eligibility to remain in housing, where the tenant’s household is divided due to a VAWA crime, and where the tenant was not the member of the household that previously established eligibility for assistance.
- Establishes that housing providers may, but are not required to, request certain documentation from tenants seeking emergency transfers/relocations under VAWA.
- Provides a six-month transition period beginning May 15, 2017, to complete an emergency transfer plan and provide emergency transfers, when requested, under the Plan.
- Revisions and establishing new program-specific regulations for implementing VAWA protections in a manner that is workable for each HUD-covered program.

KCDC will provide the following documents at the time of leasing for new tenants, when a Notice to Vacate/Termination of Assistance has been issued and/or when an applicant has been denied housing assistance:

- Notice of Occupancy Rights (HUD-5380),
- Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, and Alternate Documentation form (HUD-5382), and a
- Comprehensive listing of assistance providers within the Knoxville area.

In addition, an admission preference for all KCDC housing programs will be awarded to individuals who are victims of domestic violence, dating violence, sexual assault or stalking. Any current tenant will be allowed the opportunity for an emergency relocation upon requesting KCDC’s Emergency Transfer Plan along with the Emergency Relocation Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking form HUD-5383.

KCDC will actively refer victims of domestic violence, dating violence, sexual assault or stalking to the Knoxville Family Justice Center which houses multiple agencies that provide coordinated service from one location.

## **Explanation for KCDC Public Housing Properties Listed on HUD's 1/26/2012 & 3/7/2012 Cluster Listing of Potential Candidates for Required Conversion**

On February 14, 2012, Knoxville's Community Development Corporation (KCDC) received notification by email from Mr. Ainars Rodins, Special Application Center(SAC) Director, concerning potential required conversion candidates in KCDC's housing stock on the January 26, 2012 Conversion Candidates Report. According to Mr. Rodins, SAC staff worked with the local HUD Field Office staff to identify collections of 250 or more dwelling units that are contiguous in KCDC's housing stock. HUD calls them "Clusters." Clusters may, or may not, coincide with the building "Groupings" KCDC has been dealing with since transitioning to Asset Based Management. Using the cluster data as a starting point, and employing the information in the Public and Indian Housing Information Center (PIC) system as a filter, SAC has determined that two of KCDC's clusters need to be considered for Required Conversion because:

*The cluster contains 250, or more, units  
The units are not officially designated Elderly, Handicapped or Mixed The units are not under an approved HOPE VI Revitalization Plan  
The average occupancy rate over three years is less than 88%, or incomplete.*

Also, 24 CFR 972.124(b) states "the development has a vacancy rate of at least a specified percent for dwelling units not in funded, on-schedule modernization, for each of the last three years, and the vacancy rate has not significantly decreased in those three years."

Since the two KCDC properties identified by SAC on the January 26, 2012 Conversion Candidates Report as potential conversion candidates (TN003000001 and TN003000013) had either undergone modernization and/or demolition or were still undergoing modernization and/or demolition, KCDC contested the vacancy data that caused the clusters to show up on the report. With the assistance of Mr. Naitik Patel (SAC) on March 22, 2012, KCDC convinced Mr. Rodins that cluster candidate TN003C001 (TN003000001) showed up on the report because of bad data. SAC approved KCDC's demolition request for that property on March 18, 2011 and demolition was completed/units were removed from PIC inventory by December 30, 2011.

On October 14, 2010, KCDC contracted with Merit Construction, Inc. for comprehensive modernization of all units for the other cluster candidate, TN003C004 (TN003000013). Some phases of modernization have been completed. May 6, 2013 is the scheduled substantial completion date for the modernization contract. Units are being leased once the contractor turns them back over to KCDC and the vacancy rate will decrease as units are modernized. Mr. Patel checked PIC on March 22, 2012 while on the phone with KCDC staff and verified for Mr. Rodins (via email) that the vacancy rate for this cluster is high due to the HUD-approved vacant units for modernization.

To the staff's knowledge, no additional KCDC properties have been identified by HUD as potential conversion candidates since the last Conversion Candidates Report dated March 7, 2012 (according to SAC's website). In addition, after staff review of vacancy data for KCDC properties with 250 or more dwelling units that are contiguous and that are not designated housing, undergoing modernization or demolition, no properties were determined to be potential clusters.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
WASHINGTON, DC 20410-8000

ASSISTANT SECRETARY FOR HOUSING-  
FEDERAL HOUSING COMMISSIONER

---

**Special Attention of:**  
Public Housing Agencies  
Public Housing Hub Office Directors  
Public Housing Program Center Directors  
Regional Directors  
Field Office Directors  
RAD Transaction Managers

**Notice** H 2014-09  
PIH 2014-17

Issued: July 14, 2014

This notice remains in effect until amended,  
superseded, or rescinded.

Cross Reference: PIH Notice 2012-32 (HA)  
REV 1

---

**Subject: Relocation Requirements under the Rental Assistance Demonstration (RAD) Program, Public Housing in the First Component**

**1. Purpose**

This Notice provides public housing agencies (PHAs)<sup>1</sup> and their partners with information and resources on applicable program and relocation assistance requirements when planning for or implementing resident moves as a result of a **Rental Assistance Demonstration (RAD) conversion**<sup>2</sup> under the first component of the demonstration.<sup>3</sup> This Notice provides guidance on RAD relocation requirements and requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA), as they relate to the public housing conversion process under the first component.<sup>4</sup>

---

<sup>1</sup> This Notice always uses the term “PHA” to refer to the owner of the project prior to and after the RAD conversion, even though, in some cases, the owner of the converted RAD project may be another public entity, a non-profit organization, or other owner (e.g., low-income housing tax credit owner). In addition, this Notice uses “PHA” to refer to the “displacing agency,” a URA term that means the agency or person that carries out a program or project, which will cause a resident to become a displaced person. Projects vary and, for any specific task described in this Notice, may require substituting in a reference to a party that is more appropriate for a specific project.

<sup>2</sup> The content of this Notice should not be relied upon in carrying out any other activities funded under any other HUD program, except where specifically directed by HUD.

<sup>3</sup> The “first component” of RAD allows public housing and Moderate Rehabilitation properties to convert assistance; the “second component” refers to conversion of Rent Supplement, Rental Assistance Payment, and Moderate Rehabilitation properties upon contract expiration or termination.

<sup>4</sup> Relocation concerns and URA requirements apply to both components of RAD. This notice provides guidance only as to the first component.

Relocation assistance provided pursuant to public housing and RAD requirements is broader than URA relocation assistance requirements. Not all specific situations requiring relocation under RAD may trigger URA assistance requirements. In addition, whereas all qualifying residents<sup>5</sup> of a converting public housing project are eligible for relocation assistance under RAD, some residents or household members may not meet the statutory and regulatory requirements for eligibility under URA. This Notice supersedes PIH Notice 2012-32 (HA), REV-1, with respect to relocation matters. This Notice also specifically addresses when relocation may begin (see Section 9 below). As necessary, the Department will issue additional guidance on relocation issues and requirements as they relate to RAD.

## **2. Background**

RAD allows public housing properties to convert assistance to long-term project-based Section 8 contracts. In many cases, a RAD project may require relocation of residents when properties undergo repairs, are demolished and rebuilt, or when the assistance is transferred to another site. PIH Notice 2012-32 REV-1 (see also FR Notice 5630-N-05, 78 FR 39759-39763 (July 2, 2013)) details RAD program requirements.

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (URA) is a federal law that establishes minimum standards for federally-funded programs and projects that include the acquisition of real property (real estate) and/or displace persons from their homes, businesses, or farms as a result of acquisition, rehabilitation, or demolition of real property.<sup>6</sup> The URA will apply to acquisitions of real property and relocation of persons from real property that occurs as a direct result of acquisition, rehabilitation, or demolition for a project that involves conversion of assistance to Project-Based Voucher (PBV) or Project-Based Rental Assistance (PBRA) programs under RAD.

Additionally, all relocation conducted as part of a RAD conversion and all relocation assistance provided under URA must be consistent with applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973.

Because each RAD proposal varies in its scope, this Notice may not address each PHA's specific circumstances. RAD PHAs and participants should carefully review the regulations, notices, and guidance material referenced in this Notice. Any questions related to the applicability of these requirements should be referred to the RAD Transaction Managers (TM) or may be emailed to [rad@hud.gov](mailto:rad@hud.gov).

## **3. Applicable Legal Authorities**

---

<sup>5</sup> The term "resident" as used in this Notice refers to eligible resident families of public housing residing in a property applying for participation in RAD or a property that undergoes a conversion of assistance through RAD.

<sup>6</sup> HUD Handbook 1378 (Tenant Assistance, Relocation, and Real Property Acquisition), available at: [http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/comm\\_planning/library/relocation/policyandguidance/handbook1378](http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/library/relocation/policyandguidance/handbook1378).



- RAD: Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), with the implementing PIH Notice 2012-32, REV-1
- URA statute and implementing regulations: 49 CFR part 24
- FHEO: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act
- Section 104(d) of the Housing and Community Development Act of 1974, statute and implementing regulations (if CDBG and/or HOME funds are used): 24 CFR part 42, subpart C

#### 4. Relocation Planning

If there is a possibility that residents will be relocated as a result of acquisition, demolition, or rehabilitation for a project converting under RAD, PHAs must undertake a planning process in conformance with URA in order to minimize the adverse impact of relocation (49 CFR 24.205(a)).

While a written Relocation Plan is not a requirement under RAD or URA, the Department strongly encourages PHAs to prepare a written Relocation Plan, both to establish their relocation process and to communicate this process consistently and effectively to all relevant stakeholders. Appendix 1 contains recommended elements of a Relocation Plan.

The following presents a general sequencing of relocation planning activities within the RAD milestones:

Stage	Activities
1. Prior to submission of RAD application	<ul style="list-style-type: none"> <li>• Determine potential need for relocation</li> <li>• Meet with residents to discuss plans, communicate right to return, and solicit feedback</li> <li>• Provide <i>General Information Notice (GIN)</i> to residents</li> <li>• Survey residents to prepare Relocation Plan and relocation process cost estimate</li> </ul>
2. After receipt of the Commitment to Enter into a HAP Contract (CHAP) Award	<ul style="list-style-type: none"> <li>• Prepare Significant Amendment to PHA Plan</li> <li>• Assess and refine need for relocation</li> <li>• Develop a Relocation Plan (See Appendix 1 for recommended content)</li> <li>• Identify relocation housing options</li> </ul>
3. Preparing Financing Plan (due to RAD Transaction Manager no later than 180 days following	<ul style="list-style-type: none"> <li>• Budget for relocation expenses</li> <li>• Submit FHEO Accessibility &amp; Relocation checklist (PHAs may submit Relocation Plan along with checklist)</li> </ul>

Stage	Activities
CHAP award)	
4. Receipt of RAD Conversion Commitment (RCC)	<ul style="list-style-type: none"> <li>• The date of issuance of the HUD RCC marks the date of “Initiation of Negotiations” (ION), as defined in the URA (49 CFR 24.2(a)(15))</li> <li>• Provide residents with appropriate notice informing them if they will be relocated and any associated relocation assistance</li> <li>• Meet with residents to describe approved conversion plans and discuss required relocation</li> </ul>
5. Closing/RAD conversion	<ul style="list-style-type: none"> <li>• Generally, resident relocation should not begin until after the date of closing/conversion of assistance under RAD</li> <li>• PHAs must adhere to notification requirements (described in Paragraph 8 of this Notice): generally, a minimum of 30 days for residents to be temporarily relocated for up to a year, and 90 days for permanent relocation</li> <li>• PHAs seeking to move residents prior to closing must receive prior approval from HUD as described in Paragraph 9 of this Notice</li> </ul>

## 5. Resident Right to Return

RAD program rules prohibit the permanent involuntary relocation of residents as a result of conversion. Residents that are temporarily relocated retain the right to return to the project once it has been completed and is in decent, safe, and sanitary conditions.<sup>7</sup> The period during which residents may need to be temporarily relocated is determined by the period of rehabilitation or construction, which will be specific to each project.

If proposed plans for a project would preclude a resident from returning to the RAD project, the resident must be given an opportunity to comment and/or object to such plans. If the resident objects to such plans, the PHA must alter the project plans to accommodate the resident in the converted project. If a resident agrees to such plans, the PHA must secure informed, written consent from the resident to receive permanent relocation assistance and payments consistent with URA and acknowledge that acceptance of such assistance terminates the resident’s right to return to the project. In obtaining this consent, PHAs must inform residents of their right to return, potential relocation, and temporary and permanent housing options at least 30 days before residents must make a decision. The PHA cannot employ any tactics to pressure residents into

---

<sup>7</sup> Where the transfer of assistance to a new site is approved, residents of the converting project will have the right to reside in an assisted unit at the new site once rehabilitation or new construction is complete.

relinquishing their right to return or accepting permanent relocation assistance and payments.<sup>8</sup> A PHA may not terminate a resident's lease if it fails to obtain this consent.

PHAs must keep documentation of such information provided to residents and such consent by residents. While HUD does not require PHAs to submit documentation of obtaining this consent, PHAs and participants must properly brief residents on their housing and relocation options and must keep auditable written records of such consultation and decisions. HUD may request this documentation during a review of the FHEO Relocation and Accessibility Checklist or if relocation concerns arise.

Examples of project plans that may preclude a resident from returning to the converted RAD project include, but are not limited to:

- Changes in bedroom distribution (i.e. when larger units will be replaced with smaller units such that current residents would become under-housed or when smaller units will be replaced with larger units such that current residents would become over-housed);
- Where a PHA is reducing the number of assisted units at a property by a de minimis amount<sup>9</sup>, but those units are occupied by assisted residents; or
- The reconfiguration of efficiency apartments, or the repurposing of dwelling units in order to facilitate social service delivery.

In all scenarios where residents voluntarily accept permanent relocation to accommodate project plans, these residents are eligible for permanent relocation assistance and payments under URA. If a resident accepts permanent relocation assistance, the resident surrenders his or her right to return to the completed project.

## **6. Relocation Assistance**

Under RAD, relocation assistance may vary depending on the length of time relocation is required.<sup>10</sup>

- a. In instances when the PHA anticipates that a resident will be relocated for more than a year, the PHA must offer the resident the choice of:
  - Permanent relocation assistance and payments at URA levels; or
  - Temporary relocation assistance, including temporary housing, while the resident retains his or her right to return and reimbursement for all reasonable out-of-pocket expenses associated with the temporary relocation.

---

<sup>8</sup> Persons with disabilities returning to the RAD project may not be turned away or placed on a waiting list due to a lack of accessible units. Their accessibility needs must be accommodated.

<sup>9</sup> A reduction in total number of assisted units at RAD project of 5% or less. (Section 1.5.B of PIH 2012-32 REV-1)

<sup>10</sup> Some residents may not qualify for relocation assistance under URA. A nonexclusive listing of persons who do not qualify as displaced persons under URA is at 49 CFR 24.2(a)(9)(ii). See also, Paragraph 1-4(J) of HUD Handbook 1378.

The PHA must give the resident no less than 30 days to decide between permanent and temporary relocation assistance. If the resident elects to permanently relocate with assistance at URA levels, the PHA must inform the resident that his or her acceptance of permanent relocation assistance terminates the resident's right to return to the completed RAD project.

- b. In instances when a resident elects temporary relocation assistance and reoccupies a unit in the completed project within one year, the resident need not be offered permanent relocation assistance pursuant to URA.

Great care must be exercised to ensure that residents are treated fairly and equitably. If a resident is required to relocate temporarily in connection with the project, his or her temporarily occupied housing must be decent, safe, and sanitary and the resident must be reimbursed for all reasonable out-of-pocket expenses incurred in connection with the temporary relocation. These expenses include, but are not limited to, moving expenses and increased housing costs during the temporary relocation.

- c. In the event that a resident elects to receive temporary relocation assistance and the temporary relocation exceeds one year, the resident becomes eligible for all permanent relocation assistance and payments under URA. (This assistance would be in addition to any assistance the person has already received for temporary relocation, and may not be reduced by the amount of any temporary relocation assistance.) In such event, the PHA shall give the resident the opportunity to choose to remain temporarily relocated for an agreed-to period (based on new information about when they can return to the completed RAD unit), or choose to permanently relocate with URA assistance.

PHAs may not propose or request that a displaced person waive rights or entitlements to relocation assistance under the URA. If the resident elects to permanently relocate with URA assistance, the PHA must inform the person that the person's acceptance of URA relocation assistance to permanently relocate will terminate the person's right to return to the completed RAD project. Conversely, unless and until the resident elects to be permanently relocated, the resident may remain temporarily relocated with a right to return to the completed project.

## **7. Initiation of Negotiations (ION) Date**

Eligibility for URA relocation assistance is generally effective on the date of initiation of negotiations (ION) (49 CFR 24.2(a)(15)). For RAD projects, the ION date is the date of the issuance of the RAD Conversion Commitment (RCC).

## **8. Resident Notification**

When a project converting under RAD will include relocation of residents, notice must be provided to those resident households. For each notice listed below, one notice shall be given to each resident household. The purpose of these notifications is to ensure that residents are

informed of their potential rights and the relocation assistance available to them. During initial meetings with residents about RAD and in subsequent communications with residents related to relocation, the PHA should inform residents that if they choose to move after receiving a written GIN, but prior to receiving a RAD Notice of Relocation, they may jeopardize their eligibility for relocation assistance. However, PHAs should note that a resident move undertaken as a direct result of the project may still require relocation assistance and the resident may be eligible to receive permanent relocation assistance under the URA even though the PHA has not yet issued notices.

a. *General Information Notice* (49 CFR 24.203(a) & Handbook 1378, Paragraph 2-3(B))

As soon as feasible in the planning process, the PHA must provide each resident with a written GIN (see sample in Appendix 2) to provide a general description of the project, the activities planned, and the relocation assistance that may become available. URA regulations state that the GIN should be provided *as soon as feasible*. Under RAD, PHAs must provide GINs during the initial RAD resident meetings, before submitting a RAD application. GINs must do at least the following:

- Inform the resident that he or she may be displaced for the project and generally describe the relocation payment(s) for which the resident may be eligible, the basic conditions of eligibility, and the procedures for obtaining the payment(s);
- Inform the resident that he or she will be given reasonable relocation advisory services, including referrals to replacement properties, help in filing payment claims, and other necessary assistance to help the resident successfully relocate;
- Inform the resident that, if he or she qualifies for relocation assistance as a displaced person under the URA, he or she will not be required to move without at least 90 days advance written notice, and inform any person to be displaced from a dwelling that he or she cannot be required to move permanently unless at least one comparable replacement dwelling has been made available;
- Inform the resident that any person who is an alien not lawfully present in the United States is ineligible for relocation advisory services and relocation payments, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child (see 49 CFR 24.208(h) for additional information); and
- Describe the resident's right to appeal the PHA's determination as to a person's eligibility for URA assistance.

b. *RAD Notice of Relocation*

If a resident will be relocated to facilitate the RAD conversion, the PHA shall provide notice of such relocation (RAD Notice of Relocation). The PHA shall issue this notice upon the PHA's receipt of the RCC from HUD, which is the ION date.

If residents will not be relocated, notice of relocation is not required, but the PHA should

notify them that they are not being relocated.<sup>11</sup>

The RAD Notice of Relocation must conform to the following requirements:

- The notice must state the anticipated duration of the resident's relocation.
- PHAs must provide this notice a minimum of 30 days prior to relocation to residents who will be temporarily relocated.<sup>12</sup> Longer notice may be appropriate for persons who will be relocated for an extended period of time (over 6 months), or if necessary due to personal needs or circumstances.
- Residents whose temporary relocation is anticipated to exceed one year must be informed that they will have no less than 30 days to elect temporary or permanent relocation as described in Section 6 of this Notice. When timing is critical for project completion, the 30-day decision period can run concurrently with the 30-day notice period for temporary relocation and with the 90-day period for permanent relocation if the PHA makes available comparable replacement dwellings consistent with 24.204(a).
- Residents who will be permanently relocated must receive written notice a minimum of 90 days prior to relocation. This 90-day time period may only begin once the PHA has made available at least one comparable replacement dwelling consistent with 49 CFR 24.204(a).<sup>13</sup>
- The notice must describe the available relocation assistance, the estimated amount of assistance based on the individual circumstances and needs, and the procedures for obtaining the assistance. The notice must be specific to the resident and his or her situation so that the resident will have a clear understanding of the type and amount of payments and/or other assistance the resident household may be entitled to claim.
- The notice must explain the reasonable terms and conditions under which the resident may continue to lease and occupy a unit in the completed project.
- The notice must state that the PHA will reimburse the resident for all reasonable out-of-pocket expenses incurred in connection with any temporary move. These expenses include, but are not limited to, moving expenses and increased housing costs (rent, utilities, etc.).

c. *Notice of Intent to Acquire* (49 CFR 24.203(d))

---

<sup>11</sup> HUD policy generally requires a "notice of non-displacement" in certain instances; the RAD program does not require this notice. Although the scope of this notice is limited to guidance for projects requiring relocation, PHAs should note, however, that there may be notification requirements for projects that do not involve relocation. The RAD conversion will terminate the resident's public housing lease and commence a PBV or PBRA lease, even when there is no relocation required. In such instances, state law may impose certain notification requirements. In addition, public housing regulations generally require 30 days' notice prior to lease termination. PHAs are encouraged to review public housing requirements set forth in 24 CFR parts 5 and 966.

<sup>12</sup> HUD may approve shorter notice periods based on an urgent need due to danger, health, or safety issues or if the person will be temporarily relocated for only a short period.

<sup>13</sup> PHAs should note that URA regulations also require, where possible, that three or more comparable replacement dwellings be made available before a resident is required to move from his or her unit.

For RAD projects involving acquisition, residents may be provided with a notice of intent to acquire (“*Notice of Intent to Acquire*”) prior to the ION date with HUD’s prior approval. Once the Notice of Intent to Acquire is provided, a resident’s eligibility for relocation assistance and payments is established. Therefore, the RAD Notice of Relocation must be provided in conjunction with or after the Notice of Intent to Acquire. A RAD Notice of Relocation would not otherwise be sent prior to the ION date.

Since residents who accept permanent relocation must receive 90 days advanced written notice prior to being required to move, providing residents the Notice of Intent to Acquire and RAD Notice of Relocation prior to the ION date may be necessary to provide sufficient notice of relocation to a resident in instances where there may not be 90 days between the issuance of the RCC (ION date) and the anticipated closing date. This allows the PHA to issue the notice earlier so that relocation may begin upon closing. This allows program participants to conduct orderly relocation upon closing, minimize adverse impacts on displaced persons, and to expedite project advancement and completion.<sup>14</sup>

- d. *URA Notice of Relocation Eligibility – for residents whose temporary relocation exceeds one year (49 CFR 24.203(b) & Handbook 1378, Paragraph 2-3(C))*

After a resident has been temporarily relocated for one year, the PHA must provide a notice of relocation eligibility in accordance with URA requirements (“*Notice of Relocation Eligibility*”). This notice is not required if the resident has already accepted permanent relocation assistance.

The Notice of Relocation Eligibility must conform to URA requirements as set forth in 49 CFR Part 24, to HUD Handbook 1378 and to the following requirements:

- The PHA must provide updated information as to when it is anticipated that the resident will be able to return to the completed project.
- The resident may choose to remain temporarily relocated based upon such updated information or may choose to accept permanent URA relocation assistance in lieu of exercising the right to return.
- If the resident chooses to accept permanent URA relocation assistance and such assistance requires that the resident move, the URA requires such resident to receive 90 days advance written notice of the earliest date they will be required to move (i.e., 90-Day Notice, 49 CFR 24.203(c)). The PHA should be mindful that the 90-day time period may only begin once the PHA has made available at least one “comparable replacement dwellings” as set forth in 49 CFR 24.204(a).

## 9. **Initiation of Relocation**

---

<sup>14</sup> PHAs and program participants should note that, in most instances, it will be most appropriate for the acquiring entity to send this notice.

Unless otherwise approved by HUD, relocation may not begin until the date of closing of the RAD transaction and recordation of the RAD Use Agreement. PHAs must provide residents being temporarily relocated at least 30 days advance written notice of the required move. PHAs must give residents being permanently relocated at least 90 days advance written notice of the required move. This means PHAs are advised to plan carefully to account for this 30-day or 90-day notice period to ensure the closing is not delayed.

However, HUD is aware that, in rare cases, some project plans necessitate relocation prior to closing. With prior HUD approval, for projects involving acquisition, PHAs may relocate residents prior to the closing date subject to public housing requirements (see 24 CFR part 5 and 24 CFR 966). PHAs must contact their assigned RAD transaction manager (TM) to discuss plans as early as possible in the process to ensure compliance with all RAD and URA requirements.

If relocation prior to closing is desired, PHAs should submit to the TM the following information, as early as possible in the process:

- A written request for relocation prior to closing. The request must include justification of why the early relocation is necessary for the viability of the RAD transaction. Justification may include the presence of outside financing, such as Low Income Housing Tax Credit (LIHTC) awards, if the PHA can show that early relocation is necessary to meet critical LIHTC deadlines.
- FHEO Accessibility and Relocation Checklist.
- Evidence of intent to comply with public housing requirements, as applicable. Generally, public housing regulations require public housing residents to receive 30 days' notice prior to relocation and that such notice either be published in the PHA's admissions and continued occupancy policies (ACOP) or published elsewhere at least 30 days prior to receipt of such notice (24 CFR parts 5 and 966).

When seeking to relocate residents prior to closing, submission of this request as early as possible is preferred, prior to the 180-day Financing Plan milestone if possible (with Financing Plan submission following the request).

HUD reserves the right to request additional follow-up information, including a Relocation Plan and related budget, prior to approving such requests. PHAs must receive written HUD approval before beginning relocation of residents prior to closing.

Early planning and submission of the Financing Plan and FHEO checklist to HUD will ensure the PHA has built in the 30- or 90-day notice period prior to initiating relocation.

## **10. Fair Housing and Civil Rights Requirements**

PHAs must comply with all applicable fair housing and civil rights laws, including, but not limited to, the Fair Housing Act, Title VI of the Civil Rights Act of 1964, and Section 504 of the Rehabilitation Act of 1973, when conducting relocation planning and providing relocation assistance. Further, communication must be provided in a manner that is effective for persons



with disabilities (24 CFR 8.6) and for person who are Limited English Proficient (see 72 FR 2732). This section discusses some of the PHA's obligations under these laws and regulations. However, the applicability of civil rights laws is not limited to the activities discussed in this section. PHAs conducting relocation activities should familiarize themselves with applicable civil rights statutes, regulations, and guidance, including but not limited to, those listed at the end of this section.

- **Effective Communication for Persons with Disabilities:** Communications and materials must be provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act of 1973 (24 CFR 8.6), and as applicable, the Americans with Disabilities Act; and for persons who are limited English proficient (*see* 72 Fed Reg 2732). This includes ensuring that training materials are in appropriate alternative formats as needed, e.g., Braille, audio, large type, assistive listening devices, and sign language interpreters.
- **Accessible Meeting Facilities for Persons with Disabilities:** When holding public meetings, PHAs must give priority to methods that provide physical access to individuals with disabilities, i.e., holding the meetings, workshops, and briefings or any other type of meeting in an accessible location, in accordance with the regulations implementing Section 504 of the Rehabilitation Act of 1973 and Titles II and III of the Americans with Disabilities Act of 1990, as applicable. All programs and activities must be held in accessible locations unless doing so would result in an undue financial and administrative burden, in which case the PHA must take any action that would not result in such an alteration or such burden but would nevertheless ensure that individuals with disabilities receive the benefits and services of the program or activity, e.g., briefings at an alternate accessible, in-home briefing. Individuals with disabilities must receive services in the most integrated setting appropriate to their needs. The most integrated setting appropriate to the needs of qualified individuals with disabilities is a setting that enables individuals with disabilities to interact with nondisabled person to the fullest extent possible (28 CFR part 35, appendix B).
- **Meaningful Access for Persons with Limited English Proficiency (LEP):** PHAs must provide meaningful access to programs and activities for persons who have a limited ability to read, speak, or understand English. Any person with LEP who will be temporarily relocated or permanently displaced must have meaningful access to any public meetings regarding the project. In addition, any information provided to residents including, but not limited to, any notices required under the URA, should be provided in the appropriate language to persons with LEP. Generally, PHAs will be responsible for providing oral interpreters at meetings, including ensuring their competence, and covering any associated translation and interpretation costs.
- URA requires that PHAs provide persons who are unable to read or understand the notices, such as persons with disabilities or persons with LEP, with appropriate translation and counseling to ensure that they understand their rights and responsibilities and the assistance available to them (49 CFR 24.5). URA also requires that each notice indicate the name and telephone number of a person to contact with questions or for other

needed help (49 CFR 24.5). This notice should include the number for the telecommunication device for the deaf (TDD) or other appropriate communication device, if applicable (24 CFR 8.6(a)(2)).

- **Comparable Housing for Persons with Disabilities:** PHAs should identify the accessibility needs of residents to be relocated by consulting existing information (e.g., tenant characteristics forms, including identification of the need for accessible unit features; records of approved reasonable accommodations, and records of the presence of accessible unit features). For guidance on providing relocation assistance to persons with disabilities, see Exhibit 3-1 in HUD Handbook 1378.
- **Advisory Services:** PHAs should determine the advisory services that will be necessary to ensure a successful relocation program consistent with 49 CFR 24.205(c). Such advisory services may include housing counseling that should be facilitated to ensure that residents affected by the project understand their rights and responsibilities and the assistance available to them (49 CFR 24.205(c)). Advisory counseling must also inform residents of their fair housing rights and be carried out in a manner that satisfies the requirements of Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and Executive Order 11063 (49 CFR 24.205(c)(1)). In addition, PHAs should inform residents that if they believe they have experienced unlawful discrimination, they may contact HUD at 1-800-669-9777 (Voice) or 1-800-927-9275 (TDD) or at <http://www.hud.gov>.

#### Fair Housing References:

- Section 504 of the Rehabilitation Act of 1973
  - Regulations: 24 CFR part 8
  - Fair Housing Act Regulations: 24 CFR part 100
  - Title VI of the Civil Rights Act of 1964
  - Regulations: 24 CFR part 1
  - Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (LEP Guidance) (72 FR 2732)
  - Exhibit 3-1 Compliance with Section 504 of the Rehabilitation Act in HUD Handbook 1378 (Tenant Assistance Relocation and Real Property Acquisition)
-

## **11. Other Requirements**

### **a. Public Housing Program Compliance**

PHAs should note that public housing resident provisions related to occupancy and termination, including grievances and related hearings, will remain in effect until the execution of the new PBV or PBRA Housing Assistance Payment (HAP) contract.

### **b. Evictions for Cause**

If the PHA determines that a resident was evicted in accordance with applicable state and local law for serious or repeated violation of material terms of the lease, and the eviction was not undertaken for the purpose of evading the obligation to make available URA payments and other assistance, the resident is not entitled to relocation payments and assistance under the URA (49 CFR 24.206).

---

Jemine A. Bryon  
General Deputy Assistant Secretary for  
Public and Indian Housing

---

Carol J. Galante, Assistant Secretary for  
Housing-Federal Housing Commissioner

## **APPENDICES**

### **Appendix 1**

**Recommended Relocation Plan Contents**

### **Appendix 2**

**Sample RAD General Information Notice (GIN)**

### **Appendix 3**

**Sample RAD Notice of Relocation (for relocation anticipated for a year or less)**

### **Appendix 4**

**Sample RAD Notice of Relocation (for relocation anticipated for more than a year)**

### **Appendix 5**

**Sample Notice of Eligibility for URA Relocation Assistance (for residents who have been temporarily relocated for more than a year)**

## **Appendix 1: RECOMMENDED RELOCATION PLAN CONTENTS**

---

While written Relocation Plans are not required under RAD or URA, the Department strongly encourages PHAs to document their relocation planning process and procedures in a written Relocation Plan. The following provides suggested content for Relocation Plans.

### **I. Project Summary**

The Relocation Plan should provide a general description of and purpose for the project (e.g., year built, location, number of units, configuration, occupancy information, and funding sources).

The basic components of a plan include:

- A general description of the project and the site, including acquisition, demolition, rehabilitation, and construction activities and funding sources;
- A detailed discussion of the specific steps to be taken to minimize the adverse impacts of relocation, including when transferring the assistance to a new site;
- Information on occupancy (including the number of residents, residential owner-occupants and non-residential occupants, if any, to be permanently or temporarily relocated);
- Information on relocation needs and costs (including the number of residents who plan to relocate with Section 8 assistance);
- General moving assistance information;
- Temporary move assistance (including information on the duration of temporary moves);
- Permanent move assistance; and
- Appeals process.

### **II. Resident Return and Re-occupancy Policies**

For residents that will be temporarily relocated, the plan should include the criteria that will be used to determine the priority for residents to re-occupy units at the project after rehabilitation, demolition, and/or construction is completed. For example, if units will come online in stages, the plan should outline how the PHA will determine when each resident will return to the project. PHAs should ensure that any written return or re-occupancy policy is compliant with related RAD requirements, such as the right-to-return policy and the “no re-screening upon conversion” policy, as described in the RAD Notice.

### **III. Summary of Moving Costs**

The plan should include a summary of moving costs, identified by move types, including the following:

### Temporary Moves

- Number of and cost amount for two-way moves (i.e., a move to another unit and then a return move) within the same building/complex.
- Number of and cost amount for two-way moves to a unit not in the same building/complex, carried out by the PHA.
- Number of and cost amount for two-way moves to a unit not in the same building/complex not carried out by the PHA.

### Permanent Moves

- Number of and cost amount for one-time moves into another unit in the same building/complex.<sup>15</sup>
- Number of and cost amount for one permanent move to a unit not within the same building/complex, carried out by the PHA.  
PHAs should note that if a residential move is carried out by the PHA at no cost to the resident, this per-household estimate must include the required dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the most current dislocation allowance:  
[http://www.fhwa.dot.gov/real\\_estate/practitioners/uniform\\_act/relocation/moving\\_cost\\_schedule.cfm](http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm)
- Number of and cost amount for one permanent move to a unit not within the same building/complex that is not carried out by the PHA.

## IV. Temporary Relocation Assistance

The PHA will assist residents who are required to move temporarily. At the Initiation of Negotiations (ION), the PHA will send a RAD Notice of Relocation to residents who will be relocated. Appendices 3 and 4 of this Notice contain sample RAD Notices of Relocation to be provided to residents that will be temporarily relocated.

The plan should detail the temporary relocation assistance the PHA will provide for residents (Paragraph 2-7 of HUD Handbook 1378). This assistance includes:

- Temporary Housing - The PHA will provide temporary housing that is decent, safe, and sanitary on a nondiscriminatory basis for residents who are relocated temporarily. The PHA will also pay for reasonable increased housing costs that the resident incurs in connection with the temporary relocation.

NOTE: If a resident's relocation exceeds one year, the PHA must then issue a *Notice of Relocation Eligibility* (49 CFR 24.203(b)) to the resident and offer the resident permanent

---

<sup>15</sup> A resident who moved to another unit in the same building/complex may be considered a displaced person under URA if the resident moves from the building/complex permanently and was not offered reimbursement for all reasonable out-of-pocket expenses incurred in connection with the move within the same building/complex and/or if other conditions of the move within the building/complex were not reasonable.

relocation assistance and payments at URA levels. The PHA must provide this notice to affected residents as soon as the temporary relocation exceeds one year.

- **Packing and Moving Assistance** - Since most residents prefer to pack their own personal possessions and items of value, they should be provided packing instructions, boxes, markers, and tape for the move. If assistance in packing is needed, the PHA should provide the resident with information on how to request this assistance. The PHA is responsible for covering all reasonable moving expenses incurred in connection with temporarily relocating a resident. The PHA may reimburse the resident's out-of-pocket moving expenses and/or directly carry out the move.
- **Payment for Temporary Relocation Moving Expenses** - The plan should also indicate how the PHA intends to provide or reimburse for moving services and expenses. The PHA can choose to do one or more of the following:
  - Undertake the moves itself, using force account labor or a moving company;
  - Use PHA's contractor or moving company;
  - Carry out moves with employees of the PHA;
  - Reimburse residents for all actual and reasonable moving costs.

**NOTE:** The PHA will not make fixed payments since such payments may not be representative of actual reasonable costs incurred. However, in order for a resident to be sure of full reimbursement, the resident should submit a moving cost estimate to the PHA for approval prior to the move unless the PHA is directly carrying out the move and the resident will not incur any reasonable out-of-pocket moving expenses. Failure to do so may result in the resident not being fully reimbursed.

- **Utility Costs** - The PHA is responsible for covering the expenses relating to disconnection and reconnection of necessary utilities. If the resident has telephone, cable service or Internet access, the PHA is responsible for covering the expenses involved in transferring existing service. The PHA may also pay utility deposits, if required at the temporary relocation housing (HUD Handbook 1378, paragraph 2-7(A)(3)). If a resident is temporarily relocating from a public housing unit to a non-public housing unit, the resident must be reimbursed for reasonable increases in utility costs even if the PHA utility allowance is lower than the actual costs to the resident.

## **V. Permanent Relocation Assistance**

Based on the local housing resources available, the PHA should identify the replacement housing options that will be available to meet the housing needs of residents to be permanently relocated. Replacement housing options for residents that meet the definition of a "displaced person" (49 CFR 24.2(a)(9)) under the URA include, but are not limited to:

- Other Public Housing;
- Section 8 Project-Based Voucher unit;
- Section 8 Housing Choice Voucher unit;
- Homeownership housing;

- Private-market rental housing (affordable, non-subsidized).<sup>16</sup>

The plan should describe each type of replacement housing projected to be available, including:

1. Number of units, by bedroom size, expected to be available, and discussion of whether available units will meet dwelling requirements of relocated residents;
2. General area or location of unit(s);
3. Criteria for receiving relocation assistance; and
4. Any other information that might benefit residents in their consideration of housing choices.

The plan should include a description of the permanent relocation assistance the PHA will provide to residents. This assistance includes:

- Availability of Comparable Replacement Housing – Under URA, no displaced resident will be required to move unless at least one comparable replacement dwelling (49 CFR 24.2(a)(6)) is made available at least 90 days before the required move (49 CFR 24.203(c)). Comparable replacement dwellings must contain the accessibility features needed by displaced persons with disabilities (49 CFR 24.2(a)(8)(vii); 49 CFR part 24, Appendix A, §24.2(a)(8)(vii)). If the comparable replacement dwelling is not subsidized housing, the PHA should contact the RAD staff for advice on replacement housing payment requirements.
- Referral to Housing Not Located in an Area of Minority Concentration - Whenever possible, minority persons shall be given reasonable opportunities to relocate to decent, safe, and sanitary replacement dwellings that are within their financial means and not located in areas of minority concentration (49 CFR 24.205(c)(2)(ii)(D)). However, this policy does not require a PHA to provide a person a larger payment than is necessary to enable a person to relocate to a comparable replacement dwelling unit.
- Permanent Relocation Moving Expenses from Public Housing to Public Housing - The PHA may choose one of the following options for covering the expenses involved in moving public housing residents that are relocated into other public housing:
  - Undertake the move itself, using force account labor or a moving company. Residents should incur no moving costs under this option, but if such expenses are incurred, the PHA is responsible for reimbursing the resident for any such actual and reasonable expenses. In such case, the resident is also entitled to a dislocation allowance (currently \$100). The URA Fixed Residential Moving Cost Schedule lists the current dislocation allowance and is available at:  
[http://www.fhwa.dot.gov/real\\_estate/practitioners/uniform\\_act/relocation/moving\\_cost\\_schedule.cfm](http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm)

---

<sup>16</sup> Every effort should be made to find another subsidized unit as replacement housing for a resident relocating from subsidized housing so that the resident will continue receiving the housing subsidy as long as it is needed.

NOTE: Residents who prefer to pack their own personal possessions and items of value may be provided packing instructions, boxes, markers, and tape for their move. If a resident needs assistance in packing, they should contact the PHA. It is the responsibility of the PHA to pack and move all of their belongings and household goods, if so desired.

- Allow the resident to elect one of the following choices:
  - 1) The PHA will reimburse the resident for the cost of all actual reasonable and necessary moving and related expenses (49 CFR 24.301), such as:
    - Transportation of the resident and personal property. This may include reimbursement at the current mileage rate for personally owned vehicles that need to be moved. Transportation costs for a distance beyond 50 miles are not eligible, unless the PHA determines that relocation beyond 50 miles is justified.
    - Packing, crating, uncrating, and unpacking of personal property.
    - Storage of personal property for a period not to exceed 12 months, unless the PHA determines that a longer period is necessary.
    - Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property.
    - Insurance for the replacement value of the property in connection with the move and necessary storage.
    - The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his or her agent, or employee) where insurance covering such loss, theft, or damage is not reasonably available.
  - 2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49 CFR 24.302), available at:  
[http://www.fhwa.dot.gov/real\\_estate/practitioners/uniform\\_act/relocation/moving\\_cost\\_schedule.cfm](http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm)
- Permanent Relocation Moving Expenses for All Other Moves – Under URA, residents who are permanently displaced, except for those residents displaced from public housing and moving to other public housing, are entitled to the assistance described in the brochure *Relocation Assistance To Residents Displaced From Their Homes*, available in English at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_16280.doc](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16280.doc) and in Spanish at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_16281.doc](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_16281.doc). Residents may choose moving assistance from one of the following two options.
  - 1) The PHA will reimburse the resident for the cost of all actual reasonable moving and related expenses (49 CFR 24.301).
  - 2) The PHA will pay directly to the resident the applicable and current fixed moving cost payment according to the URA Fixed Residential Moving Cost Schedule (49



CFR 24.302), available at:

[http://www.fhwa.dot.gov/real\\_estate/practitioners/uniform\\_act/relocation/moving\\_cost\\_schedule.cfm](http://www.fhwa.dot.gov/real_estate/practitioners/uniform_act/relocation/moving_cost_schedule.cfm).

- Replacement Housing Payment - In addition to covering moving expenses, displaced residents may be entitled to a replacement housing payment (RHP). This payment is intended to cover the increase, if any, in monthly housing costs for a 42-month period.

When calculating the RHP, the PHA must consider the comparable replacement housing unit offered to the resident. Since the PHA is not required to pay an RHP amount that exceeds the amount of RHP calculated for the offered comparable replacement dwelling, residents are cautioned to work closely with the PHA prior to their move.

- Accessible Housing for Persons with Disabilities - Under the URA, persons with disabilities who will be permanently displaced must be relocated to a replacement dwelling that contains the accessibility features they need (49 CFR 24.2(a)(8)(vii); 49 CFR Appendix A, 24.2(a)(8)(vii)). A person with disabilities who has been relocated must be offered a comparable replacement dwelling unit that contains accessible features comparable to the housing from which the tenant has been displaced or relocated. This is so even if the tenant has paid for the acquisition and/or installation of accessible features in the housing from which he or she has been relocated; in such instances, the recipient must ensure that the replacement housing contains comparable accessible features or provide relocation assistance to the tenant in an amount that covers the cost of acquiring and/or installing comparable accessible features. Under the URA, an agency may use project funds to remove architectural barriers for displaced owners and tenants with disabilities or take other last resort housing measures if comparable replacement dwelling units are not available within the monetary limits prescribed under the URA regulations (49 CFR 24.404(c)(vii); HUD Handbook 1378, Paragraph 3-8).

## VI. Relocation Budget

Based on the results of the planning process, the PHA should create a relocation budget that includes the following six components:

- 1) The cost of administering the plan and providing assistance and counseling.
- 2) Reasonable moving expenses for a person with disabilities, which may include the cost of moving assistive equipment that is the personal property of the residents, the furnishings and personal belonging of a live-in aide, and/or other reasonable accommodations (HUD Handbook 1378, Paragraph 3-2).
- 3) The cost of the physical move of the residents' belongings. (It is suggested that the move costs be broken down by average cost per move type multiplied by the number of moves.)

NOTE: This physical move cost total should be based on the move scenarios anticipated

or projected by the resident survey.

- 4) The cost estimated to pay for projected increases in monthly housing costs for temporary relocation.
- 5) The cost estimated to pay for the replacement housing payment (RHP) (42-month period for URA or 60-month period if section 104(d) applies).
- 6) Contingency costs estimated for carrying out the relocation process necessary to complete the proposed project. (The PHA should state where these costs are indicated in the application, or attach any other information required by HUD, to support these costs.)

## **VII. Appeal Process**

If a resident disagrees with the PHA's decision as to the resident's eligibility to receive relocation assistance, the amount of a relocation payment, or the adequacy of a comparable replacement dwelling offered to a resident, the resident may file a written appeal to the PHA. The Relocation Plan should describe the specific appeal procedures to be followed consistent with 49 CFR 24.10 (and 24 CFR 42.390 if section 104(d) is involved). At a minimum, the resident will have 60 days to file an appeal with the PHA after receiving written notification of a claim or ineligibility determination.

## **VIII. Certification**

The plan should contain a certification of compliance with the URA and, if applicable, section 104(d).

## **Technical Assistance**

The PHA should direct questions on this Notice's relocation assistance requirements to their RAD Transaction Manager or email [rad@hud.gov](mailto:rad@hud.gov).

## Appendix 2: SAMPLE RAD GENERAL INFORMATION NOTICE (GIN)

---

### PHA LETTERHEAD

#### RENTAL ASSISTANCE DEMONSTRATION (RAD) GENERAL INFORMATION NOTICE (GIN)

[Date]

Dear [Resident Name],

The property you currently occupy is being proposed for participation in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. At this time, we expect that [the proposed acquisition, rehabilitation or demolition, may require you to be relocated (temporarily or permanently) from your unit]. We will provide further details to you as plans develop. **This notice does not mean that you need to leave the property at this time. This is not a notice of eligibility for relocation assistance.** The remainder of this letter only applies to situations where you will need to be relocated from your unit.

This notice serves to inform you of your potential rights under the RAD program and a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). If the proposed RAD project receives HUD approval and if you are displaced permanently as a result, you may become eligible for relocation assistance and payments under the URA, including:

- 1) Relocation advisory services that include referrals to replacement properties, help in filing payment claims and other necessary assistance to help you successfully relocate;
- 2) At least 90 days' advance written notice of the date you will be required to move;
- 3) Payment for moving expenses; and
- 4) Payments to enable you to rent a similar replacement home.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an immigrant lawfully present in the United States.

As a resident of a property participating in RAD, you have the right to return to the project after the project is complete. You will be able to lease and occupy a unit in the converted project when rehabilitation is complete.

If you are permanently displaced from your home, you will not be required to move until you are given at least 90-day advance written notice of any required move and at least one comparable replacement dwelling has been made available to you. If you are temporarily relocated and your temporary relocation lasts more than one year, you will be contacted and offered permanent relocation assistance as a displaced person under the URA. This assistance would be in addition

to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance you have already received.

If you are required to relocate from the property in the future, you will be informed in writing. [PHA] will inform you of what assistance and payments you are eligible for if you will be relocated because of RAD and how you will receive these payments. If you become a displaced person, you will be provided reasonable assistance necessary to complete and file any required claim to receive a relocation payment. If you feel that your eligibility for assistance is not properly considered, you will also have the right to appeal a determination on your eligibility for relocation assistance.

You should continue to pay your rent and meet any other requirements specified in your lease. If you fail to do so, [PHA] may have cause for your eviction. If you choose to move, or if you are evicted, prior to receiving a formal notice of relocation eligibility, you may become ineligible to receive relocation assistance. It is very important for you to contact us before making any moving plans.

You will be contacted soon so that we can provide you with more information about the proposed project. If the project is approved, we will make every effort to accommodate your needs. In the meantime, if you have any questions about our plans, please contact: [Name, Title, Address, Phone, Email Address]. This letter is important to you and should be retained.

Sincerely,

[Name]

[Title]

NOTES:

1. Files must indicate how this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378)
2. This is a sample GIN. PHAs should revise it to reflect project-specific circumstances.
3. PHAs may provide residents with HUD brochure "Relocation Assistance To Residents Displaced From Their Homes" available at:  
<http://www.hud.gov/offices/cpd/library/relocation/publications/1042.pdf>.

**Appendix 3: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for a year or less)**

---

***THIS IS A GUIDE FORM.  
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA) notified you of proposed plans to [*acquire/ rehabilitate/demolish*] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property] (Displacing Agency) intends to acquire the property you currently occupy. This is a Notice of Intent to Acquire.*]

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation payments and assistance.

However, **you do not need to move now**. This notice informs you that a decent, safe, and sanitary dwelling unit, listed below, has been made available to you and you will be required to move by [*insert date at least 30 days after the date of this notice*].

If your temporary relocation exceeds one year and you qualify as a "displaced person" under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may be eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

The relocation assistance to which you are entitled includes:

- **Payment for Moving Expenses**. You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary

move. *[PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.]*

- The location of your temporary replacement unit is *[address]*. This temporary housing has been determined to be decent, safe and sanitary.
- *[List appropriate relocation advisory services and any other services and assistance provided.]*

If you disagree with this determination, you may file a written appeal to the PHA in accordance with 49 CFR 24.10.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact *[Name, Title, Address, Phone, Email Address]* before you make any moving plans. He/she will assist you with your move to a temporary unit and help ensure that you preserve your eligibility for any relocation payments to which you may be entitled.

**Remember, do not move or commit to the purchase or lease of a replacement home** before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

\_\_\_\_\_  
Print name:

Title:

*NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)*

**Appendix 4: SAMPLE RAD NOTICE OF RELOCATION (For relocation anticipated for more than a year)**

---

***THIS IS A GUIDE FORM.  
REVISE TO REFLECT THE PROJECT-SPECIFIC CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident Name*],

The property you currently occupy is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. On [*date*], the [*Public Housing Authority*] (PHA), notified you of proposed plans to [*acquire/ rehabilitate/demolish*] the property you currently occupy at [*address*]. On [*date*], HUD issued the RAD Conversion Commitment (RCC) and committed federal financial assistance to the project. [*In instances where a Notice of Intent to Acquire is applicable and this notice is being sent before the RCC is issued, in lieu of the previous sentence noting the RCC issuance date, insert: [Name of entity acquiring the property]*] (Displacing Agency) intends to acquire the property you currently occupy. **This is a Notice of Intent to Acquire.**]

In order for PHA to complete the project, you will need to be relocated for [*anticipated duration of relocation*]. Upon completion of the project, you will be able to lease and occupy your present unit or another decent, safe and sanitary unit in the completed project under reasonable terms and conditions. You are eligible for relocation assistance and payments. Because we expect your relocation to exceed one year, you have the choice to either:

- Receive temporary relocation assistance and return to a unit in the RAD project once it is complete; or
- Receive permanent relocation assistance and payments consistent with the URA instead of returning to the completed RAD project.

You must inform us of your choice within 30 days.

However, **you do not need to move now**. If you choose temporary relocation assistance, you will not be required to move sooner than 30 days after you receive notice that a temporary unit is available for you. If you choose permanent relocation assistance, you will not be required to move sooner than 90 days after you receive written notice that at least one comparable replacement unit is available to you in accordance with 49 CFR 24.204(a). [*Note to PHA: These time periods may start running as of the date of this Notice if the notice of relocation includes such information on the temporary and/or comparable replacement dwelling options, as applicable. In such circumstance, add applicable sentences to adequately notify the resident. For example: This notice informs you that a temporary unit, listed below, has been made available to you and, if you choose this option, you will be required to move by [date no sooner than 30 days after notice]. This notice informs you*

that a comparable unit, listed below, has been made available to you and, if you choose this option, you will be required to move by [*date no sooner than 90 days after notice*].]

If you choose temporary relocation, your relocation exceeds one year and you qualify as a “displaced person” under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), you may become eligible for further relocation assistance and payments under URA.

NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h). All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

If you choose to receive temporary relocation assistance, this assistance will include:

- Payment for Moving Expenses. You are entitled to be reimbursed for all reasonable out-of-pocket expenses incurred in connection with any temporary move. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 4 of this Notice.*]
- The location of your temporary replacement unit is [*address*]. This temporary housing has been determined to be decent, safe and sanitary.
- [*List appropriate relocation advisory services and any other services and assistance provided.*]

If you elect to receive permanent relocation assistance, this assistance will include:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.*]
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present unit, and (3) 30% of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- [*PHA: list here any permanent relocation assistance offered, such as a Housing Choice Voucher.*]



- Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

We believe that the unit located at [address] is most representative of your original unit in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is [\$ amount] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately [\$ (42 x monthly amount)], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#]\_ installments.

You may choose to purchase (rather than rent) a decent, safe and sanitary replacement home. If you do, you would be eligible for a down-payment assistance payment which is equal to your maximum replacement housing payment, [\$amount.] *[PHAs should note that, at the agency's discretion, a down-payment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).]* Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for all relocation payments to which you may be entitled.

**Remember, do not move or commit to the purchase or lease of a replacement home** before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

\_\_\_\_\_

Print name:

Title:

Enclosure/s

*NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)*

**Appendix 5: SAMPLE NOTICE OF ELIGIBILITY FOR URA RELOCATION ASSISTANCE (For residents who have been temporarily relocated for more than a year)**

---

***THIS IS A GUIDE FORM.  
IT SHOULD BE REVISED TO REFLECT THE CIRCUMSTANCES.***

PHA Letterhead

(date)

Dear [*Resident*]:

The property you formerly occupied at [*address*] is participating in the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. You have been temporarily relocated from that property since [*date*.] Your temporary relocation has exceeded one year.

It has been determined that you qualify as a "displaced person" according to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA). You are eligible for relocation assistance and payments under the URA.

**You may choose to remain temporarily relocated and return to a unit in the RAD project once it is completed.** It is currently estimated that you may return to the RAD project by [*date*]. If you choose to remain temporarily relocated, you will stay at your current location until the RAD project is completed.

Alternatively, you may choose permanent relocation assistance and payments for which you are eligible, as listed below. If you choose permanent relocation assistance, you give up your right to return to the completed RAD project. However, **you do not need to move now.** If you choose permanent relocation assistance instead of exercising your right to return to the completed RAD project, you will not be required to move sooner than 90 days from the date that at least one comparable replacement unit has been made available to you. [*Alternatively: You will not be required to move sooner than 90 days from the date of this notice, which informs you of a comparable replacement unit that has been made available for you.*]

**This is your Notice of Eligibility for relocation assistance.**

**The effective date of your eligibility is [*insert date that relocation exceeds one year.*]**

**NOTE: Aliens not lawfully present in the United States are not eligible for URA relocation assistance, unless such ineligibility would result in exceptional and extremely unusual hardship to a qualifying spouse, parent, or child as defined at 49 CFR 24.208(h).** All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States.

Enclosed is a brochure entitled, "Relocation Assistance to Tenants Displaced From Their Homes." Please read the brochure carefully. It explains your rights and provides additional information on eligibility for relocation payments and what you must do in order to receive these payments.

The relocation assistance to which you are entitled includes:

- Relocation Advisory Services. You are entitled to receive current and continuing information on available comparable replacement units and other assistance to help you find another home and prepare to move.
- Payment for Moving Expenses. [*PHA should list the form of payment for moving expenses selected in accordance with Appendix 1, Section 5 of this Notice.*] This is in addition to any amounts received to reimburse for any reasonable out-of-pocket expenses incurred in connection with the temporary move.
- Replacement Housing Payment. You may be eligible for a replacement housing payment to rent or buy a replacement home. The payment is based on several factors including: (1) the monthly rent and cost of utility services for a comparable replacement unit, (2) the monthly rent and cost of utility services for your present home, and (3) for low-income persons, 30 percent of your average monthly gross household income. This payment is calculated on the difference between the old and new housing costs for a one-month period and multiplied by 42.
- [*PHA list here any other relocation assistance offered the resident, such as Housing Choice Voucher .*]

Listed below are three comparable replacement units that you may wish to consider for your replacement home. If you would like, we can arrange transportation for you to inspect these and other replacement units.

	Address	Rent & Utility Costs	Contact Info
1.	_____		
2.	_____		
3.	_____		

We believe that the unit located at [*address*] is most representative of the original unit you occupied in the converting RAD project. The monthly rent and the estimated average monthly cost of utilities for this unit is \$[*amount*] and it will be used to calculate your maximum replacement housing payment. Please contact us immediately if you believe this unit is not comparable to your original unit. We can explain our basis for selecting this unit as most representative of your original unit and discuss your concerns.

Based on the information you have provided about your income and the rent and utilities you now pay, you may be eligible for a maximum replacement housing payment of approximately \$ [42 x \$Amount], if you rent the unit identified above as the most comparable to your current home or rent another unit of equal cost.

Replacement housing payments are not adjusted to reflect future rent increases or changes in income. This is the maximum amount that you would be eligible to receive. If you rent a decent, safe and sanitary home where the monthly rent and average estimated utility costs are less than the comparable unit, your replacement housing payment will be based on the actual cost of that unit. All replacement housing payments must be paid in installments. Your payment will be paid in [#] installments.

Should you choose to purchase (rather than rent) a decent, safe and sanitary replacement home, you would be eligible for a downpayment assistance payment which is equal to your maximum replacement housing payment, [\$ amount] *[PHAs should note that, at the agency's discretion, a downpayment assistance payment that is less than \$5,250 may be increased to any amount not to exceed \$5,250. (See 49 CFR 24.402(c)(1)).]* Let us know if you are interested in purchasing a replacement home and we will help you locate such housing.

Please note that all replacement housing must be inspected in order to ensure it is decent, safe, and sanitary before any replacement housing payments are made.

If you have any questions about this notice and your eligibility for relocation assistance and payments, please contact [Name, Title, Address, Phone, Email Address] before you make any moving plans. He/she will assist you with your move to a new home and help ensure that you preserve your eligibility for any applicable relocation payments.

**Remember, do not move or commit to the purchase or lease of a replacement home** before we have a chance to further discuss your eligibility for relocation assistance. This letter is important to you and should be retained.

Sincerely,

---

Print Name:

Title:

Enclosure/s

*NOTE: The case file must indicate the manner in which this notice was delivered (e.g., personally served or certified mail, return receipt requested) and the date of delivery. (See 49 CFR 24.5 and Paragraph 2-3(J) of Handbook 1378.)*

Capital Fund Financing Program  
Portfolio Schedule Form

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

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

(1) PHA Name: Knoxville's Community Development Corporation  
 (2) PHA Number: TN03  
 (3) Date Submitted:   
 Person Completing Form/Contact Person:   
 Contact Phone Number:   
 e-mail:   
 (4) Portfolio Changes Planned:   
 (a) Demolition or Disposition: No  
 (b) Unit Consolidation or Merger: No  
 (c) New Development with approved development proposal: No  
 (d) Other (select from List):   
 (5) FY of Most Recent Capital Fund Grant: 2020  
 (6) 1st Year of CFP for Date Service Payment: 2020

(7) HUD Project Number	(8) Project Name	(9) Number of Units Under ACC						(10) % decrease	(11) Projected Funding by Development						(12) Comments	(13) Less any Reductions										
		2015	2016	2017	2018	2019	2020		2015	2016	2017	2018	2019	2020		0	1	2	3	4	5	6	7	8	9	
TN03000001	WESTERN HEIGHTS ADDITION	488	\$1,246.47	\$1,207.46	\$1,347.07	\$2,075.29	\$2,037.50	\$2,179.19	7%	\$	589,243	\$657,368	\$1,427,800	\$1,401,797	\$1,499,283	Planned RAD	488	688	688	688	688	688	440	0	0	0
TN03000003	AUSTIN HOMES	0	\$1,041.28	\$756.29	\$1,405.01	\$2,146.87	\$2,107.72	\$0.00	NA	\$	608,277	\$181,246	\$276,946	\$271,896	Planned RAD	129	129	129	0	0	0	0	0	0	0	
TN03000005	LONSDALE HOMES	260	\$1,218.41	\$1,168.03	\$1,292.27	\$0.00	\$0.00	\$0.00	NA	\$	316,287	\$303,688	\$335,990	\$0.00	Planned RAD	260	0	0	0	0	0	0	0	0	0	
TN03000007	GUY B. LOVE TOWERS	249	\$1,059.10	\$1,019.42	\$1,135.98	\$1,732.33	\$1,701.02	\$0.00	NA	\$	263,715	\$253,835	\$284,860	\$431,351	\$433,555	Planned RAD	249	249	249	0	0	0	0	0	0	
TN03000008	WALTER P. TAYLOR HOMES	230	\$1,332.90	\$1,285.04	\$1,439.10	\$2,189.40	\$2,227.66	\$0.00	NA	\$	308,567	\$295,560	\$313,724	\$479,469	\$191,581	Planned RAD	238	238	86	0	0	0	0	0	0	
TN03000009	DR. LEE WILLIAMS SENIOR COMPLEX	315	\$1,015.65	\$988.79	\$1,102.19	\$1,687.83	\$1,579.61	\$0.00	NA	\$	319,931	\$311,469	\$347,189	\$346,005	\$192,713	Planned RAD	315	205	122	0	0	0	0	0	0	
TN03000010	CAGLE TERRACE	274	\$962.28	\$944.90	\$1,052.35	\$1,603.46	\$1,574.59	\$1,681.99	7%	\$	269,146	\$258,903	\$288,343	\$439,348	\$431,438	\$460,866	Planned RAD	274	274	274	274	0	0	0	0	
TN03000011	NORTHGATE TERRACE	277	\$965.30	\$947.83	\$1,055.67	\$1,608.58	\$1,579.62	\$1,687.39	7%	\$	272,929	\$262,550	\$292,421	\$445,578	\$437,554	\$467,408	Planned RAD	277	277	277	277	0	0	0	0	
TN03000012	NORTH RIDGE CROSSING	318	\$1,318.30	\$1,259.36	\$1,405.74	\$0.00	\$0.00	\$0.00	NA	\$	419,220	\$400,478	\$447,024	\$0.00	Planned RAD	318	0	0	0	0	0	0	0	0	0	
TN03000013	FRANK MONTGOMERY VILLAGE(m.c.DDTF)	422	\$1,320.80	\$1,273.80	\$1,421.71	\$2,276.56	\$2,430.63	\$2,601.46	7%	\$	557,417	\$524,164	\$586,639	\$1,019,898	\$176,899	Planned RAD	422	448	68	68	0	0	0	0	0	
TN03000018	ISABELLA TOWERS	236	\$1,002.58	\$964.58	\$1,074.47	\$1,637.55	\$1,608.03	\$0.00	NA	\$	236,608	\$227,642	\$253,575	\$386,461	\$379,495	Planned RAD	236	236	236	0	0	0	0	0	0	
TN03000022	PASSPORT HOMES	11	\$941.18	\$909.73	\$1,016.91	\$1,583.09	\$0.00	\$0.00	NA	\$	10,353	\$11,186	\$17,194	\$0.00	Planned RAD	11	11	0	0	0	0	0	0	0	0	
TN03000023	PASSPORT RESIDENCES	50	\$904.44	\$874.12	\$976.92	\$1,501.46	\$0.00	\$0.00	NA	\$	45,222	\$43,706	\$48,846	\$75,073	Planned RAD	50	50	0	0	0	0	0	0	0	0	
TN03000025	THE VISTA (H)	304	\$1,041.28	\$756.29	\$968.17	\$0.00	\$0.00	\$0.00	NA	\$	316,550	\$132,351	\$158,929	\$0.00	Planned RAD	175	0	0	0	0	0	0	0	0		
TN03000031	AUTUMN LANDING	197	\$1,294.03	\$1,247.34	\$0.00	\$0.00	\$0.00	\$0.00	NA	\$	254,924	\$245,726	\$0.00	\$0.00	Planned RAD	0	0	0	0	0	0	0	0	0	0	
TN03000035	THE RESIDENCES AT EASTPORT II	60	\$732.52	\$707.35	\$789.85	\$1,213.22	\$1,182.87	\$0.00	NA	\$	43,951	\$42,441	\$47,391	\$72,793	\$70,972	Planned RAD	60	60	0	0	0	0	0	0	0	
TN03000036	FIVE POINTS FAMILY MULTIPLEXES	17	\$929.76	\$898.76	\$1,004.59	\$0.00	\$0.00	\$0.00	NA	\$	15,806	\$15,279	\$17,078	\$0.00	Planned RAD	17	17	0	0	0	0	0	0	0	0	
	Added Funds								\$	-		\$	62,536	\$	19,883		0	0	0	0	0	0	0	0	0	
	(13) LESS any Reductions																									
	LESS any Reductions																									
	Consent Decree																									
<b>Total Units</b>		<b>3708</b>															<b>3,499</b>	<b>2,862</b>	<b>2,189</b>	<b>1,307</b>	<b>965</b>	<b>688</b>	<b>440</b>	-	-	
<b>Total Capital Funds:</b>																	<b>4,379,809</b>	<b>5,480,452</b>	<b>3,986,167</b>	<b>2,804,492</b>	<b>1,966,690</b>	<b>1,499,283</b>	<b>958,844</b>	-	-	

I, the undersigned, hereby certify that the existing and projected number of units are true and correct to the best of the PHA's knowledge, and that the numbers for existing units agree with data in PIC.  
 Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Note: KCDC has several more planned RAD applications. KCDC is aware of the possible prepayment that will be required with each RAD conversion and the loan agreement has early redemption provisions as well as lower coverage requirements built in for that purpose.

Number of Units under ACC		3,708	(197 converted; leaving 2000)		2,510	Taylor/LW		500 total	Coverage (3:1 req)		3.36	4.02	5.38	9.16	14.72	10.90	7.25	5.58	4.36	#DW/01
Five Points Multiplexes (not incl. in number above)		(17)	RAD		2,510	500 total														
CFPP Baseline prior to AL/NC removal		3,691	Non-RAD		991	336 replaced														
Autumn Landing/Nature's Cove removal		(197)			3,501	164 difference														
Current CFPP stabilized base unit count		3,504			(207)	(43) pending final Austin														
5 %reduction limitation		175																		

HUD reviews portfolio unit data as of June 30 for next Calendar Year Capital Funding:

9,146,880.31	current debt sc
(361,723.76)	prepay
(1,222,140.91)	prepay
(425,301.33)	prepay
(1,729,623.37)	prepay
(153,288.01)	prepay
5,254,802.93	6/30/2017 Balu
(448,436.18)	Payments
4,806,366.75	6/30/2016 Balu
(544,347.12)	Payments
(1,423,739.74)	prepayments
2,838,279.89	6/30/2019 Balu
(364,149.04)	Payments
(897,133.37)	prepayments
1,576,997.48	6/30/2020 Balu

OMB Approval No. 2577-0157  
(exp. 11/2008)

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

OMB Approval No. 2577-0208  
(exp. 07/31/2011)

Knoxville's Community Development Corporation  
TH003

10	11	12	13	14	15	16	17	18	19	20	Total Units Removed
0	0	0	0	0	0	0	0	0	0	0	488
0	0	0	0	0	0	0	0	0	0	0	129
0	0	0	0	0	0	0	0	0	0	0	260
0	0	0	0	0	0	0	0	0	0	0	218
0	0	0	0	0	0	0	0	0	0	0	315
0	0	0	0	0	0	0	0	0	0	0	277
0	0	0	0	0	0	0	0	0	0	0	318
0	0	0	0	0	0	0	0	0	0	0	422
0	0	0	0	0	0	0	0	0	0	0	11
0	0	0	0	0	0	0	0	0	0	0	50
0	0	0	0	0	0	0	0	0	0	0	175
0	0	0	0	0	0	0	0	0	0	0	197
0	0	0	0	0	0	0	0	0	0	0	60
0	0	0	0	0	0	0	0	0	0	0	17
0	0	0	0	0	0	0	0	0	0	0	
											Less any reductions
											Less any reductions
-	-	-	-	-	-	-	-	-	-	-	2,937
-	-	-	-	-	-	-	-	-	-	-	(163) zero
											2,754
											(197) AL/NC
											2,557

form HUD-52830 (11/2008)

form HUD-52830 (11/2008)

#DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0! #DIV/0!

\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -

Schedule 1/1/2017

nce

nce

nce

ice

--	--	--	--	--	--	--	--	--	--	--	--

**MODEL LEASE FOR SUBSIDIZED PROGRAMS****Parties and Dwelling Unit**

1. The parties to this Agreement are \_\_\_\_\_, referred to as the Landlord, and \_\_\_\_\_, referred to as the Tenant. The Landlord leases to the Tenant(s) unit number \_\_\_\_\_, located at \_\_\_\_\_ in the project known as \_\_\_\_\_.

**Length of Time (Term)**

2. The initial term of this Agreement shall begin on \_\_\_\_\_ and end on \_\_\_\_\_. After the initial term ends, the Agreement will continue for successive terms of one \_\_\_\_\_ each unless automatically terminated as permitted by paragraph 23 of this Agreement.

**Rent**

3. The Tenant agrees to pay \$ \_\_\_\_\_ for the partial month ending on \_\_\_\_\_. After that, Tenant agrees to pay a rent of \$ \_\_\_\_\_ per month. This amount is due on the \_\_\_\_\_ day of the month at \_\_\_\_\_.

The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the Tenant assistance payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures form which is Attachment No. 1 to this Agreement.

**Changes in the Tenant's Share of the Rent**

4. The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:
- HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
  - HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
  - the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;



- d. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures
- e. HUD's procedures for computing the Tenant's assistance payment or rent change; or
- f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or Tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multi-family subsidy programs. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

### **Charges for Late Payments and Returned Checks**

5. If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of \$\_\_\_\_\_ on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.

### **Condition of Dwelling Unit**

6. By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all Appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.

### **Charges for Utilities and Services**

7. The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.
  - a. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1) Put "x" by any Utility Tenant Pays Directly	Type of Utility	(2) Put "x" by any Utility included in Tenant Rent
	Heat	
	Lights, Electric	
	Cooking	
	Water	
	Other (Specify)	

- b. The Tenant agrees to pay the Landlord the amount shown in column (3) on the date the rent is due. The Landlord certifies that HUD had authorized him/her to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by HUD.

(3) Show \$ Amount Tenant Pays to Landlord in Addition to Rent	
\$	Parking
	Other (Specify)
\$	
\$	
\$	

**Security Deposits**

8. The Tenant has deposited \$\_\_\_\_\_ with the Landlord. The Landlord will hold this Security Deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the Security Deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.
- a. The Tenant will be eligible for a refund of the Security Deposit only if the Tenant provided the Landlord with the 30 day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.
  - b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.

- c. The Landlord will refund to the Tenant the amount of the Security Deposit plus interest computed at \_\_\_\_\_%, beginning \_\_\_\_\_, less any amount needed to pay the cost of:
- (1) unpaid rent;
  - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
  - (3) charges for late payment of rent and returned checks, as described in paragraph 5; and
  - (4) charges for unreturned keys, as described in paragraph 9.
- d. The Landlord agrees to refund the amount computed in paragraph 8c within \_\_\_\_\_ days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
- f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.

### **Keys and Locks**

9. The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$ \_\_\_\_\_ for each key not returned.

## Maintenance

### 10.

- a. The Landlord agrees to:
  - (1) regularly clean all common areas of the project;
  - (2) maintain the common areas and facilities in a safe condition;
  - (3) arrange for collection and removal of trash and garbage;
  - (4) maintain all equipment and appliances in safe and working order;
  - (5) make necessary repairs with reasonable promptness;
  - (6) maintain exterior lighting in good working order;
  - (7) provide extermination services, as necessary; and
  - (8) maintain grounds and shrubs.
  
- b. The Tenant agrees to:
  - (1) keep the unit clean;
  - (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
  - (3) not litter the grounds or common areas of the project;
  - (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
  - (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
  - (6) remove garbage and other waste from the unit in a clean and safe manner.

## Damages

11. Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:
  - a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and

- b. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent shown in paragraph 3 of this Agreement.

### **Restrictions on Alterations**

12. No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible Tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the Tenant to make and pay for the modification in accordance with the Fair Housing Act.

### **General Restrictions**

13. The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:
  - a. sublet or assign the unit, or any part of the unit;
  - b. use the unit for unlawful purposes;
  - c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
  - d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the Landlord will allow the Tenant to keep an animal needed as a reasonable accommodation to the Tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
  - e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.

### **Rules**

14. The Tenant agrees to obey the House Rules which are Attachment No. 3 to this Agreement. The Tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
- b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.

### **Regularly Scheduled Recertifications**

15. Every year around the \_\_\_\_\_ day of \_\_\_\_\_, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The Landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.
- a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multi-family subsidy programs.
    - (1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.
    - (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.
  - b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.

### **Reporting Changes Between Regularly Scheduled Recertifications**

- 16.
- a. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.
    - (1) Any household member moves out of the unit.
    - (2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
    - (3) The household's income cumulatively increases by \$200 or more a month.

- b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Tenant for non-payment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has 30 days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for non-payment of rent. (Revised 3/22/89).
- c. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multi-family subsidy programs.
- d. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.

### **Removal of Subsidy**

17.

- a. The Tenant understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.
  - (1) The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.
  - (2) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.

- b. The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the 10 calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.
- c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.

### **Tenant Obligation to Repay**

- 18. If the Tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.

### **Size of Dwelling**

- 19. The Tenant understands that HUD requires the Landlord to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:
  - a. move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project; or
  - b. remain in the same unit and pay the HUD-approved market rent.

### **Access by Landlord**

- 20.
  - a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph c below.



- b. The Tenant consents in advance to the following entries into the unit:
  - (1) The Tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
  - (2) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective Tenants during reasonable hours.
- c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.

### **Discrimination Prohibited**

- 21. The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.

### **Change in Rental Agreement**

- 22. The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended Agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.

### **Termination of Tenancy**

- 23.
  - a. To terminate this Agreement, the Tenant must give the Landlord 30 days written notice before moving from the unit.
  - b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
  - c. The Landlord may terminate this Agreement for the following reasons:
    - (1) the Tenant's material non-compliance with the terms of this Agreement;
    - (2) the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;

- (3) drug related criminal activity engaged in on or near the premises, by any Tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the Tenant's control;
  - (4) determination made by the Landlord that a household member is illegally using a drug;
  - (5) determination made by the Landlord 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;
  - (6) criminal activity by a Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control:
    - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
    - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
  - (7) if the Tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;
  - (8) if the Tenant is violating a condition of probation or parole under Federal or State law;
  - (9) determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
  - (10) if the Landlord determines that the Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control has engaged in the criminal activity, regardless of whether the Tenant, any member of the Tenant's household, a guest or another person under the Tenant's control has been arrested or convicted for such activity.
- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the Tenant's refusal to accept change to this Agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material non-compliance with the lease includes:

- (1) one or more substantial violations of the lease;

- (2) repeated minor violations of the lease that:
    - (a) disrupt the livability of the project;
    - (b) adversely affect the health or safety of any person or the right of any Tenant to the quiet enjoyment to the leased premises and related project facilities,
    - (c) interfere with the management of the project, or
    - (d) have an adverse financial effect on the project
  - (3) failure of the Tenant to timely supply all required information on the income and composition, or eligibility factors, of the Tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and
  - (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.
- e. If the Landlord proposes to terminate this Agreement, the Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this Agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:
- (1) specify the date this Agreement will be terminated;
  - (2) state the grounds for termination with enough detail for the Tenant to prepare a defense;
  - (3) advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10 day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
  - (4) advise the Tenant of his/her right to defend the action in court.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.

## **Hazards**

24. The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.

## **Penalties for Submitting False Information**

25. Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material non-compliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.

## **Contents of this Agreement**

26. This Agreement and its Attachments make up the entire Agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.

## **Attachments to the Agreement**

27. The Tenant certifies that he/she has received a copy of this Agreement and the following Attachments to this Agreement and understands that these Attachments are part of this Agreement.
  - a. Attachment No. 1 - Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, form HUD-50059
  - b. Attachment No. 2 - Unit Inspection Report.
  - c. Attachment No. 3 - House Rules (if any).

## **Tenants' Rights to Organize**

28. Landlord agrees to allow Tenant and Tenant organizers to conduct on the property the activities related to the establishment or operation of a Tenant organization set out in accordance with HUD requirements.

**Tenant Income Verification**

- 29. The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.

**Lease Agreement Termination**

- 30. The lease Agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

**Signatures**

31.

TENANT BY:

1. _____	_____/_____/_____ Date Signed
2. _____	_____/_____/_____ Date Signed
3. _____	_____/_____/_____ Date Signed
4. _____	_____/_____/_____ Date Signed

LANDLORD BY:

1. _____	_____/_____/_____ Date Signed
----------	----------------------------------

**Public reporting burden** – HUD is not requesting approval of any burden hours for the model leases since use of leases are a standard business practice in the housing rental industry. This information is required to obtain benefits. The request and required supporting documentation are sent to HUD or the Contract Administrator (CA) for approval. The lease is a contract between the owner of the project and the Tenant(s) that explains the terms for residing in the unit. Leases are a standard business practice in the housing rental industry. Owners are required to use the HUD model lease which includes terms normally covered by leases used in the housing rental industry plus terms required by HUD for the program under which the project was built and/or the program providing rental assistance to the Tenants.

This information is authorized by 24 CFR 5.360, 236.750, 880.606, 883.701, 884.215, 886.127, 891.425, 891.625 and 891.765 cover lease requirements and provisions. This information is considered non-sensitive and does not require any special protection.

**LEASE ADDENDUM**

**VIOLENCE AGAINST WOMEN AND JUSTICE DEPARTMENT REAUTHORIZATION ACT OF 2005**

TENANT	LANDLORD <b>KCDC</b>	UNIT NO. & ADDRESS
--------	-------------------------	--------------------

This lease addendum adds the following paragraphs to the Lease between the above referenced Tenant and Landlord.

**Purpose of the Addendum**

The lease for the above referenced unit is being amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA).

**Conflicts with Other Provisions of the Lease**

In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

**Term of the Lease Addendum**

The effective date of this Lease Addendum is \_\_\_\_\_. This Lease Addendum shall continue to be in effect until the Lease is terminated.

**VAWA Protections**

1. The Landlord may not consider incidents of domestic violence, dating violence or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.
2. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
3. The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

**TENANT SELECTION AND ASSIGNMENT PLAN**

**EFFECTIVE: 10/01/2020**



# Table of Contents

Introduction.....	4
Business Relationship.....	4
1.0 PRIVACY POLICY .....	5
2.0 FAIR HOUSING POLICIES .....	5
3.0 HUD HOUSING VOUCHERS .....	6
4.0 NON-DISCRIMINATION AND ACCESSIBILITY .....	6
5.0 TAKING APPLICATIONS .....	7
6.0 ELIGIBILITY FOR ADMISSION .....	8
6.1 SINGLE RESIDENCE .....	9
6.2 ELIGIBILITY CRITERIA.....	9
6.3 SUITABILITY CRITERIA .....	14
6.4 GROUNDS FOR DENIAL .....	16
6.5 Ineligibility Notification/Informal Review/Informal .....	17
7.0 MANAGING THE WAITING LIST .....	17
8.0 Tenant selection and assignment.....	19
9.0 Unit transfers .....	24
10.0 Verification.....	25
11.0 Income limits and targeting requirements .....	26
11.1 Total Tenant Payment and Minimum Rent Hardship.....	27
12.0 Security Deposits.....	28
13.0 Leasing process .....	29
14.0 Unit inspections .....	30
15.0 Annual recertification requirements.....	30
16.0 Interim Certification Reporting Policy .....	31
17.0 Resident procedural rights under Rental Assistance Demonstration (RAD) .....	33
18.0 Choice Mobility rights under RAD/PBRA .....	33
19.0 Pets.....	34
20.0 Changes in Household Composition – Adding Household Members.....	34
21.0 Changes in Household Composition – Removing Household Members .....	35
22.0 Changes to the Resident Selection Plan .....	35
23.0 Smoking Policy .....	36
24.0 MISREPRESENTATION.....	36



Appendix A – Income Limits and Available Bedroom Sizes.....39  
Appendix B – Request for Reasonable Accommodation or Modification.....40  
Appendix C – Citizen/Non-Citizen Eligibility .....41  
Appendix D – Verification of Household Composition .....45  
Appendix E – Fair Housing and Other Civil Rights Protections .....48

# Tenant Selection and Assignment Plan

## Introduction

The objective of this Tenant Selection Plan is to consolidate relevant policies and procedures affecting tenant selection pursuant to applicable federal and state laws and the Tenant Selection Regulations published by the HUD Occupancy Handbook – 4350.3 Rev.1, and the Rental Assistance Demonstration (RAD) Final Rule (PIH 2012-32).

The Tenant Selection Plan sets forth procedures for processing and selecting applicants, including the establishment of preferences and priorities, occupancy standards, rejection standards, reviews and appeals of rejection decisions, notice requirements, as well as, continued occupancy. If there is any conflict between this policy and HUD's regulations, HUD's regulations will prevail.

## Business Relationship

The relationship between a landlord (owner/agent) and a resident or applicant is a business relationship.

A courteous and businesslike attitude is required from both parties. The owner/agent reserves the right to conduct business with anyone who is verbally abusive, swears, is disrespectful, makes threats, uses discriminatory language, appears to be intoxicated or under the influence of alcohol or drugs, is argumentative, or in general displays an attitude, at any time, which causes the owner/agent or the property staff to believe we would not have a positive business relationship.

If an applicant or any member of the applicant's family demonstrates unprofessional behavior in the presence of the management team or other residents/applicants, the applicant, the applicant's family and other members of the applicant's entourage (if applicable) will be required to leave the property and the application will be rejected.

If the applicant or any member of the applicant's family exhibits threatening behavior, appears to be intoxicated or under the influence of alcohol or illegal drugs or attempts to intimidate the staff, the applicant, the applicant's family and other members of the applicant's entourage (if applicable) will be required to leave the property and the application will be rejected.

If the applicant or any member of the applicant's family is not appropriately attired, when visiting the management office, the applicant will be asked to leave. Appropriate attire includes shoes, shirts and pants, shorts or skirts.

Unacceptable attire includes, but is not limited to:

- Pajamas
- Bathing suits
- Clothing that allows display of foundation garments (underwear)
- Clothing with inappropriate language or pictures

The use of cell phones or other devices is not allowed when engaging with the property staff. If an applicant/resident is participating in a cell phone call, texting, reading a text or otherwise using any electronic device (not necessary to alleviate the symptoms of a disability), the property staff will discontinue any communication until the applicant is able to “disengage”.

To ensure the privacy of property staff, property residents and applicants, use of cell phones or other electronic devices, except those necessary to alleviate the symptoms of a disability, by residents or applicants, is not allowed in the management office.

Animals, (other than assistance animals necessary to allow the applicant/resident to conduct business with the owner/agent) are not allowed in the management office.

Children are always welcome. When in the management office, minors must be supervised. Property staff is not responsible for child care or supervision.

Aside from standard property charges, property staff is not permitted to accept any money, gifts, services or favors connected with the application process or associated with any aspect of residency on this property. If property staff solicits any mandatory payment for any part of the application process, the applicant should notify the property staff or the owner/agent.

## **1.0 PRIVACY POLICY**

It is the policy of KCDC to guard the privacy of individuals conferred by the Federal Privacy Act of 1974 and to ensure the protection of such individuals' records maintained by the owner/agent.

Neither KCDC nor its agents shall disclose any personal information contained in its records to any person or agency, other than HUD, its Contract Administrators or other federal/state entity or investor auditing entities, unless the individual about whom information is requested gives written consent to such disclosure. Such consent may be provided in an equally effective manner, as a reasonable accommodation, when there is the presence of a disability.

This Privacy Policy in no way limits KCDC's ability to collect such information to determine eligibility, compute rent, or determine an applicant's suitability for tenancy.

## **2.0 FAIR HOUSING POLICIES**

Information about civil rights protections provided through the Fair Housing Act, Title VI of the Civil Rights Act, Section 504 of the Rehabilitation Act, the Limited English Proficiency Final Rule, the Equal Access Final Rule and the Violence Against Women Reauthorization Act are all included as Appendix E of this Tenant Selection Plan.

### **3.0 HUD HOUSING VOUCHERS**

KCDC may not admit an applicant with a voucher to a unit with Section 8 assistance unless the applicant agrees to give up the voucher prior to occupancy. This will be verified with the former housing provider.

If the owner/agent discovers that any household member failed to give up current HUD housing assistance before moving to a KCDC property, no rent subsidy or utility allowance will be provided by the Department of Housing and Urban Development until the day after the move out/surrender is complete.

Household members who sign the lease will be responsible for paying the market rent until qualified to receive HUD assistance on this property. Any assistance paid in error must be returned to HUD.

Applicants should consult with the local HUD office if the former landlord is accepting subsidy after move-out.

Please note that housing assistance provided through HUD's multi-family housing program is not the same as the housing assistance provided through the voucher program. If any family member moves out, the housing subsidy will not move with the family as it does with a voucher. The family will be required to re-apply to a PHA to receive another voucher.

Residents at any KCDC properties are offered subsidized rent. This means the rent that a household pays is based upon the household income. The rent paid by residents may vary.

### **4.0 NON-DISCRIMINATION AND ACCESSIBILITY**

It is the policy of KCDC to fully comply with all Federal, State and local nondiscrimination laws; Title II of the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. KCDC will administer its public housing program in accordance with (a) the nondiscrimination and fair housing requirements set forth in 24 CFR part 5, including the prohibition on inquiries regarding sexual orientation or gender identity set forth in 24 CFR 5.100 and 5.105(a) (2); and (b) The affirmative fair housing marketing requirements in 24 CFR part 200, subpart M and 24 CFR part 108.

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 subject to sexual orientation or gender identity discrimination under KCDC's programs. No person shall be refused the right to apply for housing with KCDC.

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of KCDC's housing programs and related services. In accordance with Title II of the Americans with Disabilities Act (ADA), a reasonable accommodation will be provided for disabled persons unless KCDC can demonstrate it would result in a fundamental alteration in the nature of the program or activity or in undue financial and administrative burdens. Persons requesting a special accommodation must complete the process as outlined in KCDC's Reasonable Accommodation

Policy. 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. Because disabilities are not always apparent, KCDC will inform all applicants/residents of the opportunity to request a reasonable accommodation. All decisions granting or denying requests for a reasonable accommodation will be in writing.

KCDC will make every reasonable effort to provide handicapped accessible units to families with physically handicapped members requiring such units.

KCDC will endeavor to have bilingual staff, or access to people who speak languages other than English, in order to assist non-English speaking or limited English proficient (LEP) persons. In determining whether it is feasible to provide translation of documents written in English into other languages, the HA will consider the number or proportion of applicants eligible to be served or participants in the jurisdiction who do not speak English (or LEP persons) and speak the other language and the estimated cost to the HA per client. The HA will refer to census data to determine the number or percentage of the population eligible to be serviced for each LEP language group. The HA will annually review and update its Language Access Plan (LAP) to ensure the needs of LEP applicants and residents are addressed according to the needs of the jurisdiction.

## 5.0 TAKING APPLICATIONS

Families wishing to apply for KCDC's Multi-Family Housing Programs will be required to complete a pre-application for housing assistance via KCDC's Applicant Portal at [www.kcdc.org](http://www.kcdc.org).

Pre-applications are taken to compile Site-based Waiting Lists for each property. Due to the demand for housing in KCDC's jurisdiction, KCDC may take pre-applications on an open enrollment basis, depending on the length of the waiting lists.

A pre-application, signed by a responsible member of the family (preferably the head of household), will be obtained. The pre-application will be considered a complete application when all data and information necessary for KCDC to determine the family's eligibility, and documentation verifying income (earned and unearned) necessary to determine total and net family income. All verification essential to determine the family's total and net income and all other documentation relating to eligibility will be made a part of the applicant's record (see KCDC's Implementation Guide for verification procedures).

The application constitutes the basic record for each family applying for KCDC admission or continued occupancy. Each family must supply information required for a complete application and sign the application. Each application for admission will be documented by KCDC as to: (1) the date and time of receipt; (2) the appropriate unit size; (3) preference rating (if applicable); (4) determination of eligibility; (5) where applicable, the date of the assignment to a dwelling unit and identification of the property assigned; (6) where applicable, the date of the offer, the date of the applicant's rejection of the offer, reason for the rejection, and identification of the property.

Persons with disabilities who require a reasonable accommodation in completing an application may call KCDC to make special arrangements. The Tennessee Relay Center (TRC) may be used by individuals who are deaf, hard of hearing or speech impaired by dialing 1-800-848-0298.

The applicant may at any time report changes in their applicant status, including changes in family composition, income, or preference factors. KCDC will annotate the applicant's file and will update their place on the Site-based Waiting List(s) based on reported changes.

A family may file an application for more than one of the KCDC housing programs without affecting their status on any of the waiting lists.

## **6.0 ELIGIBILITY FOR ADMISSION**

KCDC's Project-Based Rental Assistance properties are designed to provide housing to low income housing families who meet the eligibility and screening requirements set forth in this Resident Selection Plan. Eligibility requirements may change at any time when HUD issues new guidance.

There are five eligibility requirements for admission to affordable housing: 1) Qualifies as a family; 2) has an income within the income limits; 3) meets citizenship/eligible immigration criteria; 4) discloses and provides documentation of Social Security numbers (where applicable); and 5) signs consent authorization documents.

Based on federal regulations, KCDC may admit only eligible applicants. In the selection of applicants for admission, eligibility criteria have been established in accordance with HUD guidelines.

The following eligibility standards will be applied in accordance with HUD requirements:

1. The household's annual income must not exceed program income limits at move-in (refer to Appendix A)
2. The Head-of-Household (HOH), co-Head-of-Household and the spouse (regardless of age) and all adults in each household must sign an Authorization for Release of Information (HUD Forms 9887 and 9887A) and owner/agent created verification documents prior to receiving assistance and annually thereafter
3. The unit for which the household is applying must be the household's only residence. KCDC will not knowingly assist applicants who will maintain a residence in addition to the HUD-assisted unit.
4. An applicant must agree to pay the rent required by the program under which the applicant will receive assistance
5. Only U.S. citizens or eligible non-citizens may receive assistance (See additional information below and in Appendix C)
6. Applicants who claim eligible status must disclose Social Security Numbers for all household members and provide proof of the numbers reported (See additional information below)
7. The household size must be appropriate for the available apartments (See Occupancy Standards – Appendix A)
8. All information reported by the household is subject to verification

## 6.1 SINGLE RESIDENCE

**Applicants MUST disclose if they are currently receiving HUD housing assistance.**

Residents can only receive subsidy for one unit/residence at a time. This prohibition does not prevent a person who is currently receiving assistance from applying for an assisted unit in another property.

If, for any reason, an applicant moves in to this property before moving out of another subsidized unit, the new resident will be required to pay market rent until the move out from the previous property is complete and the resident is eligible to receive HUD subsidy for this property. Assistance in the new unit will begin, if the household is still eligible, the day after assistance ends for the previous unit.

There is an exception to this rule. Children in joint custody arrangements can receive HUD housing assistance in two units when both parent/guardian families receive HUD housing assistance. However, only one household may use the \$480 dependent deduction to determine adjusted income. In these cases, additional verification is required.

KCDC will request:

- Verification of the use of the \$480 deduction. KCDC will verify use of the \$480 dependent deduction with the other owner/agent if:
  - The child will live in the unit at least 50% of the time and
  - The parent wishes to claim the \$480 deduction, and
  - Both families are receiving HUD housing assistance.

## 6.2 ELIGIBILITY CRITERIA

- A. Family status.** Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, as outlined in 24 CFR 5.403:
1. **Family with or without children** - Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives 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 and income limits.
  2. **Elderly family** - is a family whose head, spouse, co-head 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.

3. **Near-elderly family** - is a family whose head, spouse, co-head 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.
4. **Disabled family** - is a family whose head, spouse, co-head 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.
5. **Displaced family** - is a family in which each member, or whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.
6. **Remaining member of a tenant family** - provided they meet all other eligibility requirements.
7. **Single person** - who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. See information below on admission of a full-time college student.

**B. Student Status/Admission of College Students** - Management must determine a student's eligibility at move-in, annual recertification, initial certification, and at the time of an interim recertification if the family reports that a household member is a student.

Assistance *shall not be provided* to any individual who:

- Is enrolled as a full or part-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; and
- Is under the age of 24; and
- Is not a veteran; and
- Is not married; and
- Is not a person with disabilities, and was not receiving assistance as of November 30, 2005; and
- Does not have a dependent child; and
- Is not living with his/her parents who are receiving Section 8 assistance; and
- Is individually ineligible for section 8 assistance or has parents who are, and individually or jointly, ineligible for assistance; and
- Is not eligible as an independent student as defined by the U.S. Department of Education; and
- Has not established a separate household from parents for at least one year prior to application, or has not been claimed as a dependent by parents pursuant to IRS regulations.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition (as defined by the institution) is included in annual income,



except if the student is over the age of 23 with dependent children, or is living with his or her parents who are receiving assistance.

**C. Income Eligibility:** Pursuant to HUD Regulations, admission will be limited to those families whose annual income does not exceed the applicable income limits. Income Limits vary by household size. KCDC will provide a copy of the income limits for the property upon request. In addition, applicants can review the income limits by accessing the following website: <http://www.huduser.org/datasets/il.html>. HUD requires that property managers incorporate the most recently published income limits when determining eligibility. Currently the limit is set at low income level, which is at or below 80% Area Median Income (AMI) for Knox County Fair Market Rent Area.

**D. Citizenship Requirements:** By law, assistance in subsidized housing is restricted to the following:

1. U.S. citizens or nationals; and/or
2. Non-citizens who have eligible immigration status as determined by HUD.

All family members, regardless of age, at admission are required to declare their citizenship or immigration status by completing and signing the declaration of citizenship form.

Noncitizens (except those aged 62 and older) must provide a signed declaration of eligible immigration status, a signed verification consent form and submit one of the HUD-approved DHS documents verifying their immigration status, or sign a declaration that they do not contend eligible immigration status. Noncitizens aged 62 and older must sign a declaration of eligible immigration status and provide a proof of age document.

Management will utilize the Multifamily Systematic Alien Verification for Entitlements (SAVE) System to verify the validity of documentation provided by non-citizen applicants. Management will follow all Section 214 regulations in providing applicants with due process if the applicant appeals the SAVE System results.

Note: Management will not delay a family's assistance if the family submitted its immigration documentation in a timely manner but the DHS verification or appeals process has not been completed. If a unit is available, the family has come to the top of the waiting list, and at least one member of the family has been determined to be eligible, Management will offer the family a unit. However, Management will only provide assistance to the family members determined to be eligible and to those family members that submitted their immigration documents on time. If any family members do not provide the required immigration documentation, then the assistance for the family will be prorated.

A mixed family is a family with one or more ineligible family members and one or more eligible family members, and may receive prorated assistance, continued assistance, or a temporary deferral of termination of assistance. Mixed families qualify only for prorated assistance in accordance with HUD regulations.

Applicants who hold a non-citizen student visa are ineligible for assistance as are any non-citizen family members living with the student. However, spouses and children who are citizens may receive assistance.

A noncitizen student is defined as an individual who is as follows:

1. A resident of another country to which the individual intends to return;
  2. A bona fide student pursuing a course of study in the United States; and
  3. A person admitted to the United States solely for the purpose of pursuing a course of study as indicated on an F-1 or M-1 student visa.
- This prohibition applies to the noncitizen student's noncitizen spouse and noncitizen children.

- E. Social Security Number Requirements:** All household members receiving HUD housing assistance or applying to receive HUD housing assistance are required to provide a Social Security Number and adequate documentation necessary to verify that number. This rule applies to all household members including live-in aides, foster children and foster adults. Adequate documentation includes a Social Security card issued by the Social Security Administration (SSA) or other acceptable evidence of the SSN such as:

Acceptable documentation includes:

- Original Social Security card issued by the Social Security Administration
- Driver's license with Social Security number
- Identification card issued by a Federal, State or local government agency, medical insurance provider, or an employer/trade union
- Earnings statements on payroll stub
- Bank statement
- Form 1099
- Retirement benefit letter
- Life insurance policy
- Court records

The Social Security Number requirements do not apply to:

1. Individuals age 62 or older as of January 31, 2010, whose initial determination of eligibility was begun before January 31, 2010.
2. Individuals who do not contend eligible immigration status.
3. A child under the age of 6 years added to the applicant household within the 6-month period prior to the household's date of admission. The household will have a maximum of 90-days after the date of admission to provide the Social Security Number and adequate documentation that the Social Security Number is valid. An additional 90 days may be granted under certain circumstances. If the household does not provide the Social Security Number and adequate documentation to verify the Social Security Number within the prescribed timeframe, HUD requires that the owner/agent terminate tenancy.
4. Foster children or adults when:

- The foster agency will not provide the SSN or adequate documentation to verify the SSN; and
- With HUD approval.

Failure to disclose and provide documentation and verification of SSNs as required will result in an applicant not being admitted.

The applicant who has not disclosed and provided verification of SSN's for all household members may retain their position on the waiting list for 90 days. After 90 days, if the applicant has been unable to provide acceptable verification of SSNs, the applicant will be determined ineligible. If a child under the age of 6 is added to a family during the 6 months prior to admission, the family has 90 days to supply an accurate SSN. One 90-day extension may be granted to families failing to meet the initial 90-day timeline. When an extension is granted, the family may be asked to provide documentation of their failure to meet the initial timeline.

The Social Security Number provided will be compared to the information recorded in the Social Security Administration database through HUD's Enterprise Income Verification System (EIV) to ensure that the Social Security Number, birth date and last name match.

If EIV returns an error that cannot be explained or resolved, assistance and/or tenancy may be terminated and any assistance paid in error must be returned to HUD.

If the applicant/resident deliberately provides an inaccurate Social Security Number, the owner/agent and/or HUD may pursue additional penalties due to attempted fraud.

**F. Consent and Verification forms:** Each family head, spouse, or co-head, regardless of age, and all other household members who are at least 18 years of age must sign and date the HUD-required consent forms, HUD 9887, Notice and Consent for the Release of Information, and form HUD 9887-A, Applicant's/Tenant's Consent to Release of Information Verification by Owners of Information Supplied by Individuals Who Apply for Housing Assistance. If any member of the applicant's household refuses to sign and submit the consent forms as required, KCDC must reject the application and deny assistance and/or tenancy.

The release forms must be signed at initial certification and each annual recertification. All adult members regardless of whether they report income must sign and date these forms annually.

In addition, all adult members of an applicant or resident family must sign individual consent and verification forms authorizing management to verify family income and other applicable eligibility factors; e.g., disability status, criminal history.

If the applicant or resident, or any adult member of the household does not sign and submit the consent forms as required, Management must deny assistance and admission to the entire family. For current residents, the assistance will be terminated and the family charged market rent.

## G. Live-In Aides

Applicants and residents must contact the admissions/management staff if a live-in aide will be moving into the unit. If the family plans to include a live-in aide, the live-in aide is not required to complete the same application forms. Live-in aides, once successfully completing the screening and verification process, must sign the Live-In Aide Agreement.

Live-in Aides have no rights to the unit as a remaining family member and must agree to relinquish possession of the unit within a reasonable amount of time if the resident is absent for an extended prior of time or if the resident leaves for any reason including death.

The Live-In Aide must meet HUD's definition of a Live-In Aide. HUD's definition of a Live-In Aide is as follows:

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

- (a) Is determined to be essential to the care and wellbeing of the person(s);*
- (b) Is not obligated for the support of the person(s); and*
- (c) Would not be living in the unit except to provide the necessary supportive services.*

## 6.3 SUITABILITY CRITERIA

- A. Screening - Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. KCDC 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 property's environment, other residents, KCDC employees, or other people residing in the immediate vicinity of the property. Applicants with violent criminal histories will be denied KCDC admission for three (3) years (typically unsupervised) provided they have no arrests and/or convictions during that period. Other listed criminal histories will be considered on a case-by-case basis, focusing on the seriousness and recentness of the criminal activity.

Applicants with drug-related criminal histories will be denied KCDC admission for at least three (3) years (typically unsupervised) provided they have no arrest and/or convictions during that period except that any household member who has been convicted of manufacturing or producing methamphetamine (speed) in any federally assisted housing property will be denied for life.

Any household member who is subject to any state lifetime sex offender registration requirement will be denied for life.

No applicant who has been a victim of domestic violence, dating violence, or stalking will be denied admission if they are otherwise qualified. KCDC will give applicant who claims victim status 14 business days after written request to certify either by:

1. Completing the optional Certification of Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Alternate Documentation HUD Form 5382 (which is available at the KCDC rental office); or
2. Providing KCDC with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (applicant or another member of the applicant family) has sought assistance in addressing domestic violence, dating violence, stalking, or the effects of the abuse (this certification must be sworn under penalty of perjury); or
3. Producing a Federal, State or local police or court record.
4. At lease signing Management will have all tenants execute the VAWA Lease Addendum (HUD Form 91067).

Otherwise eligible families will be denied admission if they fail to meet suitability criteria.

B. KCDC will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;
2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety or welfare of other residents;
3. History of criminal activity by any household member involving physical violence against persons or property, drug-related criminal activity (e.g. illegal manufacture, sale, or distribution), the use of or pattern of abuse of alcohol, and any other criminal activity that would adversely affect the health, safety, or wellbeing 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 therefrom; and
6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

C. KCDC will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. KCDC will verify the information provided. Such verification may include but may not be limited to the following:

1. A credit check of the head, spouse and co-head;
2. A rental history check of all adult family members;
3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or

court records and/or a check through the FBI's National Crime Information Center (NCIC);

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; and/or
5. A check of HUD's Enterprise Income Verification (EIV) System Debts Owed to PHAs and Terminations Module, which is a national repository of families that owe a debt to any PHA nationwide and/or left a PIH program under negative circumstances.

## 6.4 GROUNDS FOR DENIAL

KCDC is not required or obligated to assist applicants who:

- A. Do not meet at least one of the eligibility criteria;
- B. Do not supply information or documentation required by the application process within the time frame allotted;
- 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 physical violence against persons or property, drug-related criminal activity (e.g. illegal manufacture, sale, distribution, use of or pattern of abuse of alcohol), and any other criminal activity that would adversely affect the health, safety, or wellbeing of other residents or staff or cause damage to the property;
- 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 as may be indicated in HUD's EIV "Debts Owed" module;
- 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 therefrom;
- J. Were evicted from assisted housing within the past three (3) years because of criminal activity involving physical violence against persons or property, and/or drug-related criminal activity (e.g. illegal manufacture, sale, distribution, and/or use.);
- K. Have illegally used a controlled substance or abused alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. KCDC may waive this requirement if:
  1. The person demonstrates to KCDC's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
  2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
  3. Has otherwise been rehabilitated successfully.

- L. Have engaged in or threatened abusive or violent behavior towards any KCDC staff or resident;
- M. Have a household member who has ever been evicted from subsidized housing;
- N. Have a family household member who has been terminated under the certificate or voucher program;
- O. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a federally subsidized housing program;
- P. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

## 6.5 Ineligibility Notification/Informal Review/Informal

- A. If KCDC determines that an applicant does not meet the criteria for receiving housing assistance, KCDC will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial notice. KCDC will describe how to obtain the informal review.

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

- B. The participant family may request that KCDC 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 participant family within 30 days of the Notice of Denial or Termination of Assistance, or within 30 days of the notification of the INS appeal decision.

In such cases, the Informal Hearing Process above will be utilized with the exception that the family will have up to 30 days of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

## 7.0 MANAGING THE WAITING LIST

- A. Opening and closing the waiting list – Opening of the waiting list will be announced with a public notice stating that applications for multi-family housing are being accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, as well as on KCDC's main webpage. 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 will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation, as well as on KCDC's main webpage.

During the period when the waiting list is closed, KCDC will not maintain a list of individuals who wish to be notified when the waiting list is reopened.

- B. Organization of the waiting list - A Site-based Waiting List is maintained for each property. An applicant may request to be placed on the waiting list for all properties, if eligible. Applicants are given information relative to each site (location, amenities, availability of handicapped-accessible units, estimated length of wait, etc.) to help them decide the waiting list(s) they want their name placed on.

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

1. The application will be a permanent file;
2. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
3. Any contact between KCDC and the applicant will be documented in the applicant file and/or within the database system.

- C. Purging the waiting list - KCDC will update and purge its waiting list as needed to ensure that the pool of applicants reasonably represents the interested families for whom KCDC has current information, i.e. applicant's address, family composition, income category, and preferences.

- D. Removal of applicants from the waiting list - KCDC will not remove an applicant's name from the waiting list unless:

1. Applicant requests verbally or in writing that their name be removed;
2. Applicant fails to respond to a written request for information or a request to declare their continued interest in the program;
3. Applicant does not meet either the eligibility;
4. Applicant does not meet occupancy standards;
5. Applicant fails to meet screening requirements;
6. Applicant is rejected for any reason described in this plan;
7. Applicant receives and accepts an offer of housing;
8. The unit that is needed – using household size as the basis – has changed, and no appropriate size/type unit exists in the property; or
9. The unit that is needed – using household size as the basis – has changed, and the waiting list is closed for that unit size/type;



If an applicant is removed from the waiting list, and subsequently KCDC determine an error was made in removing the applicant, the applicant will be reinstated at the original place on the waiting list.

If an applicant is removed from the waiting list and later, the applicant feels they are now qualified for assistance/tenancy, the applicant household must submit a new application. The applicant will be placed on the waiting list based on the submission date and time of the **new** application.

- E. Missed appointments - All applicants who fail to keep a scheduled appointment with KCDC will be notified the application is being withdrawn.

KCDC 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, KCDC will work closely with the family to find a more suitable time. Applicants will be offered the right to an informal review before being removed from the waiting list.

- F. Notification of negative actions - Any applicant whose name is being removed from the waiting list will be notified by KCDC, in writing, that they have ten (10) days from the date of the written correspondence to present mitigating circumstances. The letter will also indicate their name will be removed from the waiting list if they fail to respond within the timeframe specified.

## 8.0 Tenant selection and assignment

- A. Preferences - KCDC will select families from the Site-based Waiting Lists based on the following preferences within each bedroom size category:
  1. **First Preference (Former/Current KCDC Residents)** - This preference applies to households displaced by KCDC action (i.e. Maintenance issue that requires family to relocate in order to address; relocation due to demolition or modernization of units; ADA or under/over-housing issues). Part of the Rental Assistance Demonstration (RAD) allows KCDC to relocate residents who were in place, at the time of conversion to the PBRA RAD program, in order to complete rehabilitation of the units/property. If a resident is relocated and the resident wishes to return to the property, KCDC will offer units to those Returning Residents before offering a unit to an applicant on the waiting list.
  2. **Second Preference (Government Action/Involuntarily Displaced/VAWA)** - This preference would include an individual or family displaced by government action; An individual or family that includes a member who is unable to use critical elements of their current rental unit due to a mobility impairment and where the owner is neither legally obligated nor willing to make adaptive modifications; An individual or family that is facing an eviction action due to reasons beyond their control or cause; An individual or family that has been forced to vacate their home due to a fire that was beyond their

control or cause; or, an individual or family whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized by a unit of local, state, or federal government; it would also include victims of domestic violence where the most recent incident of abuse occurred no more than thirty calendar days before the submission of the pre-application; victims of recent hate crimes, where a hate crime is defined as actual or threatened physical violence or intimidation that is directed against a person or their property and is based on the person's race, color, religion, sex, perceived or actual sexual orientation or gender identity, national origin, handicap, or familial status. It must have occurred recently or be of a continuing nature; or Police informants for whom the law enforcement agency has recommended re-housing in order to avoid or minimize the risk of violence against family members.

3. **Third Preference (Elderly and/or Disabled AND Homeless)** - This would apply to those Elderly and/or Disabled who are ALSO Homeless. Such families contain at least one family member who is elderly (62+) and/or disabled receiving a fixed income (Examples: Social Security, Social Security Disability, Veterans Benefits, etc.), verification of disability from a licensed and practicing Medical Doctor or Psychiatrist AND who lacks a regular or fixed nighttime residence, and/or who is living in a shelter. Homeless circumstances should be confirmed by a shelter or a recognized social service agency.
4. **Fourth Preference (Elderly, Disabled or Working)** – Elderly and/or disabled would apply to families with at least one family member who is elderly (62+) and/or disabled receiving a fixed income (Examples: Social Security, Social Security Disability, Veterans Benefits, etc.) or verification of disability from a licensed and practicing Medical Doctor or Psychiatrist. Working would apply to families with at least one adult family member who is employed (working at least 20 hours per week at the Federal Minimum Wage).
5. **Fifth Preference (Homeless)** - This preference shall be given to individuals or families lacking a regular or fixed nighttime residence, and who are living in a shelter. Homeless circumstances should be confirmed by a shelter or a recognized social service agency.
6. **Sixth Preference (Near Elderly I, Age 58-61)** - This preference will be given to individuals or families with at least one adult household member between 58 and 61 years of age.
7. **Seventh Preference (Near Elderly II, Age 50-57)** - This preference will be given to individuals or families with at least one adult household member between 50 and 57 years of age.

All preferences will be verified using the verification methodology described in this resident selection plan.

Special consideration applies when a VAWA Emergency Transfer request is submitted by a victim of a VAWA crime. If this is your situation, please contact management staff for additional information.

- B. Selection from the waiting list** - Based on the above preferences, all families in the first preference will be offered housing before any families in the second preference, and second preference families will be offered housing before any families in the third preference, etc.

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

Within all preference categories for admission to general population and mixed population properties, single persons who are elderly (62 or older), disabled, or displaced will have preference over and be offered housing before other single persons. *Single persons who are not elderly, disabled, or displaced will be admitted to a mixed population property only after all elderly, disabled, displaced, and near-elderly families have been offered units.*

### **C. Accessible Units**

When an applicant requests an accessible unit or a unit preference, such as a first-floor unit, KCDC will conduct inquiries to:

1. Verify that the applicant is qualified for the unit, which is only available to persons with a disability or to persons with a particular type of disability
2. Verify that the applicant needs the features of the unit as an accommodation to his/her disability
3. Verify that the applicant is qualified to receive a priority on the waiting list available to persons with a disability or to persons with a particular type of disability

Accessible units will be offered first to families who may benefit from the accessible features, and will be offered to a current resident who has been approved for a transfer to an accessible unit before an eligible applicant family. 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 Site-based Waiting List(s). Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

KCDC will not skip over a household that has reached the top of the waiting list and has indicated a need for certain unit features because of a disability.

- D. Assignment of bedroom sizes** – Occupancy standards serve to prevent the over-utilization of under-utilization of units that can result in an inefficient use of housing funding. Occupancy standards also ensure that residents are treated fairly and consistently and receive adequate housing space.

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
5	5	10
Note: Exact bedroom sizes, by property, are provided in Appendix A		

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.

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

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

1. No more than two (2) persons will occupy the same bedroom, with the exception of a child under the age of four years who may share the same bedroom with the parents. Although allowable, a child should not occupy the same bedroom with the parents except under exceptional circumstances.
2. Persons of the opposite sex, other than cohabiting adults, should not occupy the same bedroom if either person has reached the age of four years.
3. If a family, based on the number of members, would qualify for more than one unit size; KCDC will allow the family to choose which unit size they prefer. A family may not apply for more than one bedroom size at each location.
4. KCDC will always make every effort to provide a bedroom for children separate from their parent(s).
5. Children of the same sex will share a bedroom.
6. Foster adults and/or foster children will not be required to share a bedroom with family members.
7. Live-in aides will get a separate bedroom. Children of live-in aides will not receive a separate bedroom.
8. 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. KCDC 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 until the next scheduled reexamination.

- b. Units larger than assigned through the above guidelines – A family may request a larger unit size than the guidelines allow. KCDC will allow the larger size unit if the family provides a verified medical need that the family be housed in a larger unit (see KCDC’s Implementation Guide for requesting Reasonable Accommodation – Appendix B).
- c. If there are no families on the Site-based Waiting List(s) 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 needs the larger unit. The family transferring will be given a 30-day notice before being required to move.
- d. Households whose composition changes after the initial lease signing or between recertification periods will be required at the next re-exam to sign an over-housed statement, and the household will be reassigned to an appropriate bedroom size when feasible. Such reassignment will take priority when waiting list contains appropriate candidates for the bedroom size in question.
- e. Larger units may be offered in order to improve the marketing of a property suffering a high vacancy rate.

**E. Deconcentration Policy** - KCDC will affirmatively market its housing to all eligible income groups in accordance with its Affirmative Fair Housing Marketing Plan (AFHMP). Lower income residents will not be steered toward lower income properties and higher income people will not be steered toward higher income properties. Toward this end, KCDC will:

- 1. Establish preferences that promote deconcentration of poverty and income mixing, such as a preference for working families;
- 2. Provide information and referral services that link residents to supportive services, such as child care, job training and placement programs, and case management;
- 3. Establish contract rents in accordance with HUD Multi-family guidelines.

Prior to the beginning of each fiscal year, KCDC will analyze the income levels and demographic characteristics of families residing in each of its properties and the families on the waiting list. Based on this analysis, KCDC will determine marketing strategies for deconcentration.

**F. Offer of a unit** - When KCDC discovers that a unit will become available; management will contact the first family on the waiting list who has the highest priority for this type and size of unit and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

KCDC will contact the family by one of the following methods:

- 1. Phone Call
- 2. Email Message
- 3. Text Message
- 4. KCDC Web Applicant Portal

In some cases a written notice may be in the form of a mailed, first class letter. The family will be given no more than five (5) business days from the date of notification to contact KCDC regarding the offer. The offer and the family's decision must be documented in the tenant file.

- G. **Rejection of unit** - If, in making the offer to the family, KCDC skipped over other families on the waiting list in order to meet the 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 KCDC 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 three offers of suitable units without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects (with good cause) any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school).

## 9.0 Unit transfers

Transfers apply to residents in inappropriate size units as defined in this policy. Such residents shall be transferred to appropriate size units when available. All such transfers will occur in the property where the family resides, provided there are units of the needed size at said property. Unit transfers may require that a family's income be recertified to assure program compliance.

KCDC will accept requests for transfer based on the following:

1. There is a need for a unit transfer because a change in household size and/or composition.
  2. There is a need for a unit transfer based on the verified need for an accessible unit.
  3. There is a verified need for a reasonable accommodation or a verified medical need for a different unit.
  4. There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living.
  5. The resident has requested and qualifies for a VAWA Emergency Transfer.
- A. Cost of the family's move – The cost of the transfer generally will be borne by the family in the following circumstances:
1. When the transfer is made at the request of the family or by others on behalf of the family (i.e., by the police);
  2. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller.
  3. 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

4. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

B. The cost of the transfer will be borne by KCDC in the following circumstances:

1. When the transfer is needed in order to carry out rehabilitation or demolition activities; or
2. When the transfer is needed to accommodate a family with a member who has a disability; or
3. When action or inaction by KCDC 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.

C. 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 KCDC. This means the family must be in compliance with their lease, current in all payments to KCDC, and must pass a housekeeping inspection.

D. Transfer requests - A resident may request a transfer at any time after their first year of residency by completing a transfer request form. In considering the request, KCDC may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. KCDC will review the request in a timely manner, and if a meeting is desired, the resident will be contacted to schedule a meeting. 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.

E. Right of KCDC in Transfer Policy - If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

## 10.0 Verification

KCDC 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 (if applicable); 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. KCDC will use a third party source to verify tenant employment and income information for Reexaminations and Interims as well as for new move-ins approximately 90 days after move-in date. Third-party verification will be obtained for assets more than \$5,000. (See KCDC's Implementation Guide for verification procedures and for definitions of income, deductions and exclusions.)

Where the family has net family assets equal to or less than \$5,000, KCDC may request supporting documentation (e.g. bank statements) from the family to verify the assets or the amount of income expected to be received from those assets. When the family has net family assets in excess of \$5,000, KCDC will obtain supporting documentation (e.g. bank statements) from the family to confirm the assets.

KCDC may conduct streamlined reexaminations for families on fixed incomes when 90% or more of their income comes from social security, Supplemental Security Income (SSI) and Supplemental Security Disability Income (SSDI), federal, state, local and private pension plans, other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits and other similar types of periodic receipts that are of substantially the same amounts from year to year.

In a streamlined reexamination, KCDC will recalculate family incomes by applying any published cost of living adjustments to the previously verified income amount.

Only verified information that is less than 120 days old may be used for verification. Verified information not subject to change (such as a person's date of birth) will not be re-verified.

## **11.0 Income limits and targeting requirements**

Pursuant to the regulations contained in HUD Notice PIH 2012-32, Management shall comply with the following income limit requirements for new applicants:

- A. Income targeting requirements - In order to achieve compliance with HUD's income targeting requirements, Management, within the established preferences above, will ensure that at least 40% of its applicants in a given fiscal year have incomes at or below the 30% of median income level, aka Extremely Low Income (ELI).

Management will annually examine the volume of unit turnover and applicant admissions for the past year and, based on this information, estimate the likely number of admissions for the coming year. If it is determined that the 40% requirement will most likely be achieved, no action will be taken. If it appears that the 40% requirement will not be accomplished by the normal selection process,

Management will implement the following procedures by adopting Method 1 as stated in the HUD Handbook 4350.3, Rev-1, CHG-4. In chronological order, Management will select eligible applicants from the waiting list whose incomes are at or below the extremely low-income limit to fill the first 40% of expected vacancies in the property. This may result in skipping the next applicant on the waiting list if their income level is over the ELI limit. Once the target number of move-ins has been reached, Management will admit applicants in waiting list order.

If it is determined from examining the current waiting list that the income targeting level may not be achieved, management will diligently make efforts to locate an applicant(s) at the extremely low income level. If a vacancy occurs and the next applicant will go over the target number of move-ins, and an extremely low income applicant cannot be located within 30 days, Management will fill the vacancy with the



applicant on top of the waiting list and make the appropriate notations on the waiting list report.

## 11.1 Total Tenant Payment and Minimum Rent Hardship

- A. **Total Tenant Payment** - The total tenant payment (TTP) represents the minimum amount a family must contribute toward rent and utilities regardless of the unit selected. The TTP is calculated using a statutory formula and individual income information. To calculate TTP, annual adjusted income and annual (gross) income must be converted to monthly adjusted income and monthly gross income by dividing the annual figures by 12 months.

The total tenant payment is the **greater** of:

1. 30% of monthly adjusted income;
2. 10% of monthly gross income; or
3. The minimum rent of **\$25**

### Total Tenant Payment Calculation Example:

30% of monthly adjusted income:	$\$700 \times .30 = \$210$
10% of monthly gross income:	$\$740 \times .10 = \$74$
Minimum rent:	\$25

Total tenant payment (highest of above) = \$210

- B. **Minimum Rent Hardship Policy** - The Minimum Rent Hardship Policy is designed to protect families in crisis by allowing KCDC flexibility to address unique, unforeseeable circumstances that may occur. Those with a hardship may have their rent suspended until their case can be reviewed by management.

1. A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for (or is awaiting an eligibility determination for) a federal, state, or local assistance program;
  - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - d. When the family has an increase in expenses because of changed circumstances, for medical costs, child care, transportation, education, or similar items;
  - e. When a death has occurred in the family.
2. If KCDC determines there is no qualifying hardship as listed above, the minimum rent will be reinstated, including requiring back payment of minimum rent to KCDC for the time of suspension.
3. If KCDC determines there is a qualifying hardship, but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. KCDC will offer a

reasonable repayment agreement for any minimum rent back payment paid by KCDC on the family's behalf during the period of suspension.

4. If KCDC determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. Such hardship cases will be reviewed no less than on an annual basis at time of re-exam. Families qualifying for exemption due to long-term hardship will be required to complete a quarterly interview with management or KCDC staff to document the ongoing hardship.
5. Appeals. The family may use the informal hearing procedure to appeal KCDC's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedure.

- C. Flat rent (At the time of conversion from Low Income Public Housing to PBRA/RAD) – Flat rents are eliminated in the RAD program. Residents pay income-based rent (30% of monthly adjusted income or 10% of monthly gross income) the RAD program without limitation.

If a family in a project converting from Public Housing to PBRA was paying flat rent at the time of conversion, KCDC will use the flat rent amount to calculate the phase-in amount for a period of five years as follows:

1. Year 1: Any recertification (annual or interim) performed prior to the second annual recertification after conversion – **20%** of difference between most recently paid TTP or flat rent and the calculated multifamily total tenant payment.
2. Year 2: Any recertification (annual or interim) prior to Year 3 annual recertification – **25%** of difference between most recently paid TTP and calculated multifamily total tenant payment.
3. Year 3: Any recertification (annual or interim) prior to Year 4 annual recertification – **33%** of difference between most recently paid TTP and calculated multifamily total tenant payment.
4. Year 4: Any recertification (annual or interim) prior to Year 5 annual recertification - **50%** of difference between most recently paid TTP and calculated multifamily total tenant payment.
5. Year 5: Annual recertification and all subsequent recertifications – full calculated multifamily total tenant payment.

*Note: Once the calculated multifamily total tenant payment is equal to or less than the previous total tenant payment, the phase-in period ends and tenants will pay full calculated multifamily total tenant payment from that point forward.*

## 12.0 Security Deposits

Prior to move-in all new residents with leases effective after the RAD conversion date of May 1, 2015, will be charged a one-time security deposit equal to the Total Tenant Payment or \$50.00, whichever is greater. In accordance with State law, the deposit will be refunded within 30 days after the resident has moved out, assuming there is no damage greater than normal wear and tear to the vacated unit. Charges for damages and unpaid rent may be deducted from the security deposit. Staff will provide

the tenant with a detailed listing of items deducted from the Security Deposit within 30 days of vacating the unit.

If the move-in certification is corrected, and the TTP is recalculated, the security deposit requirement will be recalculated as well. Otherwise, the amount of the security deposit established at move-in does not change when a resident's rent changes.

## 13.0 Leasing process

- A. **Offer of available units** - When a unit becomes available for occupancy, it will be offered to the applicant at the top of the waiting list for that apartment type (taking into consideration income targeting requirements). If the applicant fails to respond within five business days, the application will be withdrawn and the apartment will be offered to the next applicant on the waiting list.

Upon offer of an apartment, the applicant shall have an opportunity to inspect the unit along with management and sign the Unit Inspection Report.

Failure to complete all of the move-in requirements within the assigned period will result in withdrawal of the offer and deactivation of the application.

- B. **Prior to move-in/tenant interview** – At least one day prior to taking occupancy, Management will meet with the applicant family and explain at a minimum the following topics:

1. Security deposits and refunds
2. Use of the EIV system after move-in
3. Annual recertification process
4. Interim process
5. Unit inspection
6. Community House Rules
7. Transfer Policy
8. Section 8 student eligibility
9. Violence Against Women Act (VAWA)
10. Reporting requirement for income increases of  $\geq$ \$200 per month
11. Reporting changes in household composition
12. Unit rent and other charges
13. HUD Model Lease
14. Pet Policy

- C. **Leasing of dwelling unit** - The Head of Household and all adult household members are required to execute the HUD Model Lease and VAWA Addendum. The property's House Rules will be attached to the lease as an addendum. A copy of the lease will be provided to the lessee and the original will be filed as part of the permanent records established for the family.

## 14.0 Unit inspections

All apartments must undergo periodic inspection conducted by the on-site management team, HUD or HUD's representatives/agents. These inspections include interior and exterior areas. Residents have the right to be present, and are, in fact encouraged, to be present during unit inspection.

- A. Move-In Inspection – This is an opportunity to familiarize the new resident with the property and the unit, as well as to document its current condition. By performing move-in inspections, KCDC and residents are assured that the unit is in livable condition and is free of damages. A move-in inspection gives KCDC the opportunity to familiarize residents with the operation of appliances and equipment in the unit.
- B. Move-Out Inspection – Occurs when a household vacates a unit. KCDC will list the damages on the Unit Inspection form and compare it with the Unit Inspection form completed at move-in to determine if there is any damage or excessive wear-and-tear.
- C. Annual Recertification Inspection – Occurs on an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This is also an opportunity to determine any damage to the unit and, if so, make the necessary repairs. At this time, residents may be charged for damages to the unit so long as those damages are not the result of normal wear-and-tear.
- D. HUD or Authorized Contractor Inspections – Assures HUD that KCDC and our agents are fulfilling our obligations under the regulatory agreements and/or subsidy contracts to provide residents with decent, safe, and sanitary housing.

Upon move-in, new residents with leases effective after the RAD conversion will inspect the apartment together with Management, and shall make note of any deficiencies in the unit. An inspection form will be completed upon move-out and the resident will be charged for any damages beyond normal wear and tear with the exception of items noted at move-in.

KCDC is allowed to enter an apartment at any time without advance notification when there is reasonable cause to believe an emergency exists.

## 15.0 Annual recertification requirements

- A. To ensure that assisted tenants pay rent commensurate with their ability to pay, HUD requires the following:
  - 1. Management must conduct a recertification of family income and composition at least annually by the annual recertification anniversary date.
  - 2. Tenants must supply the information requested by executing the Recertification Application and must provide all requested supporting documentation.
  - 3. Tenants must sign consent forms and asset declaration forms each year.
  - 4. Management must use the EIV Income Report as third-party verification of income from sources available on EIV; i.e., Social Security benefits, wages, or Unemployment benefits.

5. Management must obtain third-party verification of income sources not reporting data in EIV; i.e., Child Support, alimony, pensions, VA benefits, income from assets, gifts, valuation of assets and all other sources of income.
6. Residents must provide documentation of other eligible factors used in determining allowances in the family's TTP; e.g., medical expenses, and handicapped expenses, and child care payments.

B. Recertification notices

Management must send Recertification Reminder notifications to residents to meet with management beginning at 120 days prior to the annual recertification anniversary date. If the tenant does not respond, a Second Reminder Notice will be sent at 90 days prior to the annual recertification anniversary date. If the tenant fails to respond, a Third Reminder Notice will be sent to the tenant at 60 days prior to the annual recertification that includes a 60-day notice to terminate assistance if the tenant fails to respond. ***If the tenant fails to respond by the 10<sup>th</sup> day of the 11<sup>th</sup> month prior to the recertification anniversary date, the tenant may be charged market rent until such time as he or she complies with the recertification requirements.***

C. Notice of rent increase

If the tenant complies with the annual recertification process, Management must provide at least a 30-day written notice of any rent increase. ***If the tenant does not report in a timely manner, the requirement to provide a 30-day notification of rent increase is waived.***

D. At annual recertification, an Initial Notice of Recertification will be provided to the resident indicating the reporting requirements and deadlines for the next annual recertification.

E. Residents who do not comply with the recertification requirements in a timely manner or fail to provide requested documentation may be charged market rent until such time as the recertification process is complete, unless there are verified medical reasons or other extenuating circumstances that apply.

## 16.0 Interim Certification Reporting Policy

A. Residents must notify Management within ten (10) business days of the occurrence of the following:

1. A family member moves out of the unit;
2. The family proposes to move a new member into the unit;
3. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment; or
4. The family's income cumulatively increases by \$200 or more per month.

- B. Residents may request an interim recertification due to any changes occurring since the last recertification that may affect the TTP or tenant rent and assistance payment for the tenant. Changes a tenant may report include:
1. Decreases in earned income or benefits;
  2. Increases in allowances such as medical expenses or child care;
  3. Other changes affecting the TTP, such as a family member who attains the age of 62, or a family member becoming disabled.
- C. When reporting changes in income and/or family composition, the resident must provide all requested documentation to substantiate the change.
- D. When proposing to add a new household member, Management will apply screening criteria to all adults (including live-in aides) for drug related criminal activity, other criminal activity, State sex offender registration, other eligibility criteria, and EIV Existing Tenant Search before approving the move-in.
- E. The proposed household member must disclose and provide verification of their SSN (including live-in aides). New household members (except live-in aides) must provide information regarding all sources of income, execute the Racial & Ethnic Data Form, Declaration of Citizenship and provide proof of age. The head of household may execute these documents for minor children. Adults must sign the HUD 9887/9887A Consent Form.
- F. If the tenant complies with the interim reporting requirements, rent changes must be implemented as follows:
1. Rent increases - If the tenant's rent increases because of an interim adjustment, Management must give the tenant 30 days advance notice of the increase. The effective date of the increase will be the first of the month commencing after the end of the 30-day notice period.
  2. Rent decreases - If the tenant's rent decreases, the change in rent is effective on the first day of the month after the date of action that caused the interim certification.
- G. If the tenant does not comply with the interim reporting requirements, and Management discovers the tenant failed to report a change as required, the effective date of the change is as follows:
1. Rent increases - Management will implement any resulting rent increase retroactive to the first of the month following the date that the action occurred.
  2. Rent decreases - Any resulting rent decrease must be implemented effective the first rent period following completion of the recertification.

## 17.0 Resident procedural rights under Rental Assistance Demonstration (RAD)

- A. Termination of Tenancy - The termination procedures for RAD properties require that owners provide adequate written notice of termination of the lease which shall not be less than:
  - 1. A reasonable period of time, not to exceed 30 days;
  - 2. If health or safety of other tenants, owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - 3. The notice period will be 10 days in the event of any drug-related or violent criminal activity or any felony conviction; or
  - 4. The notice period will be 14 days in the case of nonpayment of rent.
  
- B. Termination of assistance - In all other cases, the requirements at 24 CFR 880.603, the Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.
  
- C. Grievance Process - In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances, etc.), the following procedural rights will apply with the requirements of section 6 of the Act. RAD properties require that:
  - 1. Residents be provided with notice of the specific grounds of the proposed owner adverse action, as well as, their right to an informal hearing with the owner;
  - 2. Residents will have an opportunity for an informal hearing with an impartial member of the owner's staff within a reasonable period of time;
  - 3. Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the owner as the basis for the adverse action. With reasonable notice to the owner, prior to the hearing and at the residents' own cost, the resident may copy any documents or records related to the proposed adverse action; and
  - 4. The owner must provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the owner relied upon as the basis for the adverse action.
  - 5. The owner will be bound by decisions from these hearings, except if the (1) hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing, or (2) the decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

## 18.0 Choice Mobility rights under RAD/PBRA

- A. Residents have the right to move with tenant-based assistance after the later of 24 months from date of execution of the HAP contract or 24 months after the move-in date.

- B. HUD allows PHAs to limit the number of Choice-Mobility moves under the PBRA program in two ways:
1. A PHA is not required to provide more than one-third of its turnover vouchers to residents of RAD properties requesting them in any one year; and
  2. A PHA can limit Choice-Mobility moves to no more than 15 percent of assisted units in each RAD property.
- C. The Owner reserves the right to utilize either method allowed in Section 16B when administering Choice Mobility Rights.

## 19.0 Pets

KCDC does not require a pet fee. Residents are allowed to keep pets in the unit. Certain restrictions apply and are outlined in KCDC's Pet Policy. Pets and assistance animals must be approved **before** they are allowed to live in the unit. A copy of the Pet Policy is available upon request.

Assistance animals that assist persons with disabilities are exempt from the pet policy.

Residents, their guests and/or service providers, are required to comply with the property Pet Policy.

## 20.0 Changes in Household Composition – Adding Household Members

KCDC must approve any new household member **before** he/she moves in to the unit. Eligibility criteria, screening criteria and compliance with occupancy standards will be reviewed before the new household member is approved or denied.

The request to add a new household member will not be considered if the resident has provided notice to vacate the unit. This helps prevent applicants from “jumping” ahead on the waiting list. Any new household member will be considered an applicant and must participate in the eligibility determination and screening processes described in the resident selection plan in place at the time of the eligibility determination.

The rent and assistance payment will be re-calculated to reflect any income or allowances for the new household member. IF the rent increases, the increase will take effect the first of the month following delivery of a 30-day notice of change to rent. If the rent decreases, the decrease will take effect the first of the month following the addition of the new household member.

Information about new household members who are minors must be provided to KCDC as quickly as possible but not to exceed thirty (30) calendar days. This includes, as applicable, required eligibility information including Social Security Numbers, proof of citizenship or non-citizen eligibility and other pertinent information.

If the new household member is under the age of six, special considerations regarding Social Security number disclosure and verification of Social Security numbers is given. The household will



be given ninety (90) calendar days to provide the Social Security number and adequate documentation to verify the Social Security number provided. In some cases, an additional ninety (90) days may be provided. If the household fails to provide the required Social Security number information within the allotted timeframe, the household's tenancy will be terminated (eviction) in accordance with HUD requirements.

Each dependent child that lives in the unit may be eligible for a \$480 deduction that decreases the monthly rent payment by roughly \$12.00 per month. The rent payment will be recalculated to reflect any income or allowances for the new household member.

If the rent increases, the increase will take effect the first of the month following delivery of a 30-day notice of change to rent. If the rent decreases, the decrease will take effect the first of the month following the addition of the new household member.

Failure to notify KCDC about changes in household composition as described above may result in retroactive rent changes and/or termination of subsidy/tenancy for the entire household. Please contact the management staff if you have questions about this policy. (Refer to Appendix D)

## **21.0 Changes in Household Composition – Removing Household Members**

Residents must notify KCDC if any household member listed on the lease or on HUD Form 50059 leaves the unit. This notification must occur as quickly as possible but not to exceed thirty (30) calendar days.

Upon notice, the rent payment will be re-calculated to remove any income or allowances for the previous household member. If the rent increases, the increase will take effect the first of the month following delivery of a 30-day notice of change to rent. If the rent decreases, the decrease will take effect the first of the month following the removal of the household member.

Failure to provide notice to KCDC within thirty (30) days, could result in rent increases retroactive to the first of the month after the household member left. Subsidy paid in error will be returned, as required, to the Department of Housing and Urban Development.

If the resident fails to notify KCDC of a change in household composition within thirty (30) calendar days, and that change would result in a rent decrease, KCDC will make the decrease effective the first of the month following the notice. No retroactive rent credits will be returned to the resident.

Failure to notify KCDC about changes in household composition may result in termination of subsidy and/or tenancy for the entire household. Please contact management if you have questions about this policy. (Refer to Appendix D)

## **22.0 Changes to the Resident Selection Plan**

Applicants will be notified in writing when the resident selection plan undergoes significant change or when preferences are added or removed. At that time, applicants will be:

- A. Given an opportunity to review the new plan

- B. Notified of changes to preferences
- C. Asked if they wish to remain on the waiting list

If the applicant household does not respond, that household will be deemed ineligible and removed from the waiting list. The current resident selection plan, in place at the time of final eligibility determination, will be used to make a final decision to approve or reject the application.

## 23.0 Smoking Policy

Smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoors, except in designated smoking areas located within 25 feet from such buildings or playgrounds. This policy applies to all owners, property staff, applicants, residents, guests, volunteers, and contractors.

“Smoking” shall include the inhaling, exhaling, or carrying of any lighted cigarette, e-cigarette, cigar, pipe, hookah, other tobacco products (smokless tobacco), marijuana including medical marijuana, herbal smoking products “Legal Weed” or products known as “bath salts” or other legal substance.

Please note that use of illegal or controlled substances is grounds for denial of housing/assistance in accordance with the Quality Work and Housing Responsibility Act (QWHRA). Use of illegal or control substances after residency may result in termination of housing assistance and/or eviction as allowed under regulation.

Regardless of the purpose of legalization under state law, the use of marijuana in any form, is illegal under the Controlled Substances Act (CSA) and therefore is an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act (QHWRA). Based on federal law, new admissions of any marijuana user – including people who use medical marijuana – are prohibited.

QHWRA requires KCDC to establish lease standards that prohibit admission based on the illegal use of controlled substances including state legalized marijuana. State laws that legalize marijuana directly conflict with QHWRA and thus are subject to federal preemption.

Residents are prohibited from using marijuana (even in a smokeless manner). If HUD rules change, the Resident Selection plan and the property House Rules may be edited to conform to the policies set forth by HUD.

## 24.0 MISREPRESENTATION

Any information, provided by the applicant that proves to be untrue may be used to disqualify the applicant because of misrepresentation or attempted fraud. KCDC will not take any action to reduce or deny assistance based on inconsistent information received during the verification process until KCDC has independently investigated the information. KCDC considers false information about the following to be grounds for rejecting an applicant:

- Identity
- Social Security Numbers/Information
- Income/Assets/Income from Assets

- Household Composition
- Disability
- Date of Birth/Age
- Citizenship, Naturalization, and/or Eligible Immigration Status
- Eviction History
- Criminal History
- Sexual Offender Status
- Eligibility for Preferences/Priorities
- Allowances
- Current/Previous Residence History
- Current Housing Assistance
- Student Status

Unintentional errors that do not cause preferential treatment will not be used as a basis to reject applicants.



## Appendix A – Income Limits and Occupancy Standards

### Income Limits by Property

Property	Income Limit	Property	Income Limit
Autumn Landing	80%	North Ridge Crossing	60%
Nature's Cove	80%	Five Points Senior Duplexes	80%
Residences at Lonsdale	60%	Five Points Family Multiplexes	80%
Mechanicsville	80%	Residences at Five Points	60%
Montgomery Village	80%	Five Points 2	60%
Verandas on Flenniken	80%	Five Points 3	60%
Vista at Summit Hill	60%	Five Points 4	60%
Love Towers	80%	Passport	80%
Isabella Towers	80%	Residences at Eastport I	80%
Valley Oaks	80%	Residences at Eastport II	60%

Note: All properties noted above are all considered Section 8 (Pre-1981).

### Available Bedroom Sizes by Property

Property	Efficiency	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom
Autumn Landing	No	Yes	Yes	Yes	Yes	No
Nature's Cove	No	Yes	Yes	Yes	Yes	No
Residences at Lonsdale	No	Yes	Yes	Yes	Yes	No
Mechanicsville	No	No	Yes	Yes	No	No
Montgomery Village	No	Yes	Yes	Yes	Yes	Yes
Verandas on Flenniken	No	Yes	Yes	No	No	No
Vista at Summit Hill	No	Yes	Yes	Yes	No	No
Love Towers	Yes	Yes	Yes	No	No	No
Isabella Towers	Yes	Yes	No	No	No	No
Valley Oaks	No	No	Yes	No	No	No
North Ridge Crossing	No	Yes	Yes	Yes	Yes	Yes
Five Points Senior Duplexes	No	Yes	No	No	No	No
Five Points Family Multiplexes	No	No	Yes	Yes	No	No
Residences at Five Points	No	Yes	Yes	No	No	No
Five Points 2	No	Yes	Yes	Yes	Yes	No
Five Points 3	No	Yes	Yes	Yes	No	No
Five Points 4	No	Yes	Yes	Yes	Yes	Yes
Passport	No	No	Yes	Yes	No	No
Residences at Eastport I	No	Yes	No	No	No	No
Residences at Eastport II	No	Yes	No	No	No	No

## Appendix B – Request for Reasonable Accommodation or Modification

KCDC is committed to complying with the Fair Housing Act and Section 504 of the Rehabilitation Act by ensuring that its policies and practices do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities in connection with the operation of housing services or programs solely on the basis of such disabilities.

If an individual with a disability requests an accommodation or modification, KCDC will fulfill these requests, unless doing so would result in a fundamental alteration in the nature of the program or create an undue financial and administrative burden. In such a case, if possible, KCDC will offer an alternative solution that would not result in a financial or administrative burden.

KCDC informs all applicants/residents that, at any time, the applicant/resident or a person acting on behalf of the applicant/resident may make a request for reasonable accommodation or modification for an individual with a disability.

At the time of application, all applicants are provided with a copy of the Reasonable Accommodation - Modification Policy. This is provided as part of the Application Package or, upon the applicant's request, the Policy will be provided in an equally effective format.

All applicants/residents are provided with a Notice of Reasonable Accommodation Request Form when requesting a reasonable accommodation or modification. The request will be accepted in an equally effective format, as a reasonable accommodation. A resident or applicant may submit the request in writing, orally, or use another equally effective means of communication to request an accommodation or modification.

Residents and applicants may contact the management office located within their property for information about requests.

The owner/agent will provide an initial reply to requests as quickly as possible, but no more than ten (10) business days from the receipt of the request unless the owner/agent explains the delay. Response may include but is not limited to:

1. Request Approval
2. Request Denial
3. Request for Additional Information or Verification of Need

KCDC will consent to or deny the request as quickly as possible. Unless KCDC explains the delay, the applicant/resident will be notified of the decision to consent or deny within no more than thirty (30) calendar days after receiving all necessary information and documentation from the resident and/or appropriate verification sources. All decisions to grant or deny reasonable accommodations will be communicated in writing or, if required/requested, in an alternative format.

Exceptions to the thirty (30) day period for notification of the owner/agent's decision on the request will be provided to the resident setting forth the reasons for the delay.

If the request for reasonable accommodation or modification is denied, the requestor has the right to appeal the decision within ten (10) business days of the date of the written notification of denial. The appeal meeting will be conducted by a person who was not originally involved in the decision to deny.

## Appendix C – Citizen/Non-Citizen Eligibility

Applicants are required to declare U.S. Citizenship or submit evidence of eligible immigration status for each of household member seeking housing assistance. KCDC is required to obtain the following documents:

1. Family Summary Sheet (lists all household members who will reside in the assisted unit on the KCDC Application)
2. Declaration of Citizenship Declaration Form (One completed for each household member)
3. Forms and/or evidence of citizen/immigration status
4. Listing of Non-Contending Family Members (For those who wish not to report their eligibility status, if applicable)
5. INS Verification Consent Form
6. INS Verification Form (Document)

If you have any questions or difficulty in providing the described information or determining the type of documentation required, please contact the management office. If you are unable to provide the required documentation in the timeframe indicated, you must contact the management office and request an extension. If you fail to provide this information, KCDC cannot provide assistance.

KCDC will offer the household assistance, providing subsidy to those household members whose documents were received on time when the following criteria is met:

1. Assistance/unit is available
2. The household has come to the top of the waiting list
3. At least one member of the household has submitted the required documentation in a timely manner and has been determined to be eligible based on all of the criteria in this resident selection plan

If any household member is determined to be an ineligible non-citizen, either at application or after move-in, assistance may be prorated or terminated.

### **REQUIRED DOCUMENTATION**

KCDC must obtain the following documentation for each household member regardless of age:

- From U.S. citizens, a signed declaration of citizenship. The owner/agent requires verification of the declaration.
  - The following documents will be accepted as proof of citizenship
    - United States (U.S.) Passport
    - U.S. birth certificate
    - Other documentation as provided by HUD or DHS
- From non-citizens claiming eligible status who is 62 or older:
  - A signed declaration of eligible immigration status and
  - Proof of age
- From non-citizens claiming eligible status who is not 62 or older:
  - A signed declaration of eligible immigration status and
  - A signed consent form **and**

- One of the DHS-approved documents
- Form I-551, Permanent Resident Card.
- Form I-94, Arrival-Departure Record annotated with one of the following:
  - “Admitted as a Refugee Pursuant to Section 207”;
  - “Section 208” or “Asylum”;
  - “Section 243(h)” or “Deportation stayed by Attorney General”; or
  - “Paroled Pursuant to Section 212(d)(5) of the INA.”
- Form I-94, Arrival-Departure Record (with no annotation) accompanied by one of the following:
  - A final court decision granting asylum (but only if no appeal is taken);
  - A letter from an DHS asylum officer granting asylum (if application was filed on or after October 1, 1990) or from an DHS district director granting asylum (application filed was before October 1, 1990);
  - A court decision granting withholding of deportation; or
  - A letter from an asylum officer granting withholding of deportation (if application was filed on or after October 1, 1990).
  - A receipt issued by the DHS indicating that an application for issuance of a replacement document in one of the above-listed categories has been made and that the applicant’s entitlement to the document has been verified.
  - Other acceptable evidence.

If other documents are determined by the DHS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the Federal Register.

## **TIMEFRAMES FOR SUBMITTING EVIDENCE OF CITIZENSHIP/IMMIGRATION STATUS TO THE OWNER/AGENT**

Applicants must submit required documentation of citizenship/immigration status no later than the date KCDC initiates verification of other eligibility factors (pre application or application). KCDC determines the applicant’s citizenship or immigration status during the initial eligibility determination prior to move-in.

If the applicant cannot supply the documentation within the owner/agent’s specified timeframe, KCDC may grant the applicant an extension of not more than thirty (30) days, but only if the applicant certifies that the documentation is temporarily unavailable and additional time is needed to collect and submit the required documentation. (Although the extension period may not exceed thirty (30) days, KCDC may establish a shorter extension period based on the circumstances of the individual case.)

KCDC will inform the applicant in writing (or, if required/requested, in an alternative format) if an extension request is granted or denied. If the request is granted, KCDC will include the new deadline for submitting the documentation. If the request is denied, KCDC will state the reasons for the denial in the response. When granting or rejecting extensions, KCDC will treat applicants consistently.

## **REVIEWING AND VERIFICATION OF A HOUSEHOLD’S CITIZENSHIP/IMMIGRATION STATUS**

KCDC will conduct primary verification through the (Systematic Alien Verification for Entitlements) SAVE ASVI database - the Department of Homeland Security (DHS) automated system.



After accessing the ASIV database, the owner/agent enters the required data fields. The system will display one of the following messages for immigration status confirmation on the screen.

- Lawful Permanent Resident
- Temporary Resident
- Conditional Resident
- Asylee
- Refugee
- Cuban\Haitian Entrant
- Conditional Entrant

Secondary verification. If the message “institute secondary verification” is displayed on the screen, the manual verification process must be used.

Within ten (10) days of receiving an “Institute Secondary Verification” response, KCDC will prepare DHS Form G-845S, Document Verification Request. KCDC will send DHS Form G-845S and photocopies of the DHS documents submitted by the applicant to the DHS office serving the property’s jurisdiction.

The DHS will return to KCDC a copy of DHS Form G-845S indicating the results of the automated and manual search.

## **NOTIFICATION TO APPLICANTS**

KCDC will notify households in writing that they are:

- Eligible for assistance
- Eligible for partial assistance, as a mixed household

KCDC will notify applicants and/or residents in writing if they are found to be ineligible based upon citizenship/immigration status.

## **MIXED HOUSEHOLDS**

A mixed household—a household with one or more ineligible members and one or more eligible household members—may receive:

- Prorated assistance
- Continued assistance

## **APPEALING DETERMINATIONS OF INELIGIBILITY**

KCDC will notify the household in writing as soon as possible if the secondary verification process returns a negative result.

The applicant or resident has thirty (30) days from receipt of the notice to choose which option to follow.

The applicant or resident may appeal KCDC's decision directly to the DHS. The applicant or resident must send a copy of the appeal directly to the owner/agent. The DHS should respond to the appeal within thirty (30) days.

If the DHS decision results in a positive determination of eligibility, KCDC can provide the appropriate housing assistance. If the DHS decision results in a negative determination of eligibility, the household has thirty (30) days to request a hearing with the owner/agent.

### **PROHIBITION AGAINST DELAY OF ASSISTANCE**

KCDC may not delay the household's assistance if the applicant or resident submitted immigration information in a timely manner but the DHS verification or appeals process has not been completed.

If a unit is available, the household has come to the top of the waiting list, and at least one member of the household has submitted the required documentation in a timely manner and has been determined to be eligible, KCDC will offer the household a unit and provide full assistance to those household members whose documents were received on time. KCDC will continue to provide full assistance to such households until information establishing the immigration status of any remaining non-citizen household members has been received and verified.

## Appendix D – Verification of Household Composition

In compliance with HUD’s Rental Housing Integrity Improvement Project (RHIP), KCDC will make every effort to ensure that the correct assistance is provided to those who seek housing assistance.

If an applicant household indicates that one or more members should be removed from the application, KCDC will accept such notification from the Head-of-Household (HOH) if it is provided on a notarized form provided by the owner agent. The following rules apply.

If the household is being rejected because a member is registered as a sex offender in any state lifetime sex offender registry, KCDC will take extra steps to ensure that the sex offender is not housed in any unit on the property. The household will have to provide documentation to prove that the sex offender will live at another location. Acceptable documentation includes, but is not limited to:

- Confirmation from a landlord with copy of an executed lease
- Confirmation from local police
- Confirmation from anyone who maintains sex offender registries including but not limited to:
  - Dru Sjodin Sex Offender Registry
  - Megan’s List
  - State or Federal Sex Offender Registries
  - New driver’s license with new address

Information will be confirmed for up to one year after move-in.

If it is discovered that the household allowed any registered sex offender to live in the unit, the applicant must understand that he/she is not qualified to receive subsidy or live on the property. All subsidy paid-in-error must be returned to HUD. Because this is a material lease violation, all household members must vacate the unit within 30 days.

One of the key requirements, at application and during residency, is to disclose who will be living in the unit at any given time. It is important to understand the difference between a resident and a guest.

**Resident:** A resident is any person who is listed on the application, on any Family Summary submitted and on the lease who will reside in the unit.

**Guest:** A guest is a person who visits any resident and may stay overnight no more than thirty (30) consecutive nights in a one-year period and may stay overnight no more than ninety (90) non-consecutive nights in any one-year period without express written consent of the owner/agent.

If KCDC suspects that a guest should actually be classified as a resident, KCDC will request a meeting with the Head-of-Household (HOH).

In accordance with HUD requirements, the resident will have ten (10) days to meet with the owner/agent. Failure to respond to the request to meet will result in termination of assistance beginning the first of the month following the 10-day notice.

If KCDC suspects that a guest is actually living in the unit, KCDC will ask for verification of alternative residence. Samples of such verification include one or more of the following:

- Verification with the United States Postal Service that no mail, for the guest, is delivered to the unit address
- \*A current driver's license for the "guest" with an alternative address
- \*A current lease indicating an alternative residence
- \*A current utility bill in the person's name showing an alternative address
- \*A current insurance policy or other such invoice/bill showing an alternative address
  - \*Current means issued/created within the last thirty (90) days.

In addition, the resident(s), indicated on the lease, must sign a statement confirming that the guest does not violate the guest policy as indicated above and does not reside in the unit.

Live-in Aides: A live-in aide must meet HUD's definition of a live-in aide:

1. Is essential to the care and well-being of the resident
2. Is not dependent on the resident for support
3. Is only living in the unit to provide essential support

If a resident or applicant requests a live-in aide, the owner/agent is required to verify the need for a live-in aide using third-party verification.

The prospective live-in aide will be screened in accordance with the resident selection plan in place at the time of review. The live-in aide will not be screened for the "ability to pay rent" since the live-in aide is not responsible for rent payment.

The live-in aide must be approved and must sign the House Rules and the HUD-approved Live-in Aide Policy prior to move-in. KCDC must sign a revised 50059 before the live-in aide is allowed to move-in.

If a live-in aide moves in prior to screening and prior to signing required forms, KCDC will issue a notice of lease violation and may pursue other action including, but not limited to eviction of the live-in aide, termination of assistance and/or termination of tenancy.

Children/Minors: At move-in, all non-exempt household members, including children, must have a Social Security Number and adequate documentation to verify the Social Security Number.

When children are later added to the household, the following will be required.

For children who are born, adopted or in foster care, KCDC requires the following:

- Social Security Number and proof that the number is valid
- For children under the age of 6 years old – proof must be provided within ninety (90) days or owner/agent is required to terminate tenancy.
- An additional ninety (90) may be provided if extenuating circumstances exist
- Adoption paperwork indicating that a household member is a parent as appropriate; or

- Verification from the foster agency indicating the unit as the primary residence of the foster child as appropriate; or
- Other documents proving legal custody arrangement as appropriate

KCDC does not and will not establish policies intended to exclude children. If none of the household members can provide documentation for minors, as described above, KCDC will meet with the resident to discuss reasonable alternatives. KCDC will be the final judge of what is considered adequate documentation proving household composition/residency.

## Appendix E – Fair Housing and Other Civil Rights Protections

### Fair Housing

The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status.

### Title VI of the Civil Rights Act of 1964

KCDC complies with Title VI of the Civil Rights Act of 1964 which prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance from HUD.

### Section 504 of the Rehabilitation Act of 1973

KCDC complies with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination, based on the presence of a disability in all programs or activities operated by recipients of federal financial assistance.

Although Section 504 protections often overlap with the disability discrimination prohibitions included in the Fair Housing Act, Section 504 differs in that it imposes broader affirmative obligations to make their programs, as a whole, accessible to persons with disabilities.

### Coordinating Efforts to Comply with Section 504 Requirements

KCDC has designated a person to address questions or requests regarding the specific needs of residents and applicants with disabilities. This person is referred to as the Section 504 Coordinator.

Name of Section 504 Coordinator:	Kim Mills
Address:	901 N. Broadway Knoxville, Tennessee 37917
Phone Number:	865-403-1100, Extension 1195
TDD/TTY Number:	1-800-848-0298 (Tennessee Relay Center)

### Requests for Reasonable Accommodation or Modification

In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, KCDC will make reasonable accommodations or modifications for individuals with disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden. Please see Appendix B for additional information.

### Limited English Proficiency

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)" requires KCDC to develop and implement a system to provide housing assistance so persons with Limited English Proficiency (LEP) can have meaningful access to assisted housing opportunities.

KCDC will provide for such meaningful access consistent with, and without unduly burdening the fundamental mission of the property. KCDC will work to ensure that people who apply for and/or qualify for housing assistance are provided meaningful access to HUD's housing assistance program.

## **The Equal Access Rule**

KCDC ensures that HUD's core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status in accordance with The Equal Access Rule.

## **Protections Provided Under VAWA**

Please see the VAWA Notice of Occupancy Rights for a more detailed explanation of the process used to assist you in exercising protections provided under VAWA.

The Violence Against Women Act (VAWA) provides protections to women or men who are applicant to or residents of any "covered housing program" and who are the victims of domestic violence, dating violence, sexual assault and/or stalking – collectively referred to as VAWA crimes. KCDC understands that, regardless of whether state or local laws protect victims of VAWA crimes, people who have been victims of violence have certain rights under federal fair housing regulation.

This policy is intended to support or assist victims of VAWA crimes and protect victims, as well as affiliated persons, from being denied housing or from losing their HUD assisted housing as a consequence of their status as a victim of VAWA crimes.

VAWA protections are provided to affiliated persons which are defined as follows:

1. A spouse, parent, brother, sister, or child of the victim, or a person to whom the victim stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of the victim); or
2. Any individual, resident/applicant, or lawful occupant living in the household of that individual.

VAWA ensures that victims are not denied housing and housing assistance is not terminated solely because the person is a victim of a VAWA crime.

Unless such requirements interfere with protections provided under the VAWA, being a victim of a VAWA crime is not reason to change the screening requirements set forth in the Tenant Selection Plan.

Eligibility requirements for housing programs cannot be modified. Being a victim of a VAWA crime does not automatically make a person eligible for housing assistance.

Being a victim of a VAWA crime is not reason to waive requirements set forth in the HUD Model Lease or in any lease attachment or HUD approved lease addendum unless being a victim of a VAWA crime was the cause of the lease violation.

When applicable, the resident will be required to work with KCDC to reduce the likelihood of future lease violations.

## Confidentiality

KCDC is committed to ensuring that the Privacy Act is enforced in this and all other situations.

HUD Form 5380 Notice of Occupancy Rights under the Violence Against Women Act provides notice to the resident/applicant of the confidentiality of information about a person seeking to exercise VAWA protections and the limits thereof. The identity of the victim and all information provided to the owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence.

Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is

1. Requested or consented to by the victim in writing for a limited period of time; or
2. Required for use in an eviction proceeding or termination of assistance; or
3. Otherwise required by applicable law.

KCDC will retain all documentation relating to an individual's domestic violence, dating violence, sexual assault and/or stalking in a separate file that is kept in a separate secure location from other applicant or resident files.

## Requests & Certification

The person seeking VAWA protections may make a request for a VAWA accommodation in any reasonable manner. The resident/applicant may:

- Complete a VAWA Request Form provided by the owner/agent
- Submit a written request (including email but not texting)
- Make a personal (oral) request either in person or via phone

Once a request is made, KCDC requires that the applicant/resident certify their status as a victim of a VAWA crime or as a person affiliated with a victim of a VAWA crime using one of the following methods. Applicants and residents decide which of the following methods is used to certify their status as a victim of a VAWA crime or as someone affiliated with a victim of a VAWA crime.

### Option 1:

When KCDC responds to a request to exercise protections provided under the VAWA, KCDC will request that an individual provide HUD Form 5382 Certification as a Victim of Domestic Violence, Dating Violence, Stalking or Sexual Assault to certify status as a VAWA victim or as a person affiliated with a VAWA Victim. The person seeking VAWA protections may obtain this form from the property staff or from HUD's web site.

KCDC understands that the delivery of the certification form to the applicant/resident via mail may place the victim at risk, (e.g., the accused perpetrator may monitor the mail). KCDC will work with the applicant/resident in making acceptable delivery arrangements.



## Option 2:

Alternatively, if the applicant/resident has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the resident may submit written proof of this outreach in lieu of the certification form.

KCDC will accept a federal, state, tribal, territorial, or local police record or court record other official record documenting status as a victim of a VAWA crime or a person affiliated with a victim of a VAWA crime as defined in this policy.

## Option 3:

KCDC will also accept a document signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) from whom the person seeking VAWA protections has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking or the effects of the abuse. This document must be signed by the applicant/resident.

The signatory attests under penalty of perjury that he/she believes it is the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking.

Based on HUD's instruction above, the written statement must be signed, dated, and notarized or witnessed, and must include the following language:

*Name of person seeking protections has worked with me to receive assistance in addressing domestic violence, dating violence, sexual assault and/or stalking or the effects of the abuse.*

*Name of professional providing documentation believe it is the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under the VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking*

*Title 18, Section 1001 of the U.S. Code states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any department of the United States Government, HUD, the PHA and any owner (or any employee of HUD, the PHA or the owner) may be subject to penalties for unauthorized disclosures or improper uses of information collected based on the consent form. Use of the information collected based on this verification form is restricted to the purposes cited above. Any person who knowingly or willfully requests, obtains or discloses any information under false pretenses concerning an applicant or participant may be subject to a misdemeanor and fined not more than \$5,000. Any applicant or participant affected by negligent disclosure of information may bring civil action for damages, and seek other relief, as may be appropriate, against the officer or employee of HUD, the PHA or the owner responsible for the unauthorized disclosure or improper use. Penalty provisions for misusing the social security number are contained in the Social Security Act at 208 (a) (6), (7) and (8). Violation of these provisions are cited as violations of 42 U.S.C. 408 (a) (6), (7) and (8).*

*The information provided above is true and is based on my knowledge of incidents involving domestic violence, dating violence, sexual assault or stalking.*

*Signed and dated by person providing certification: \_\_\_\_\_*

*I acknowledge that submission of false information is a basis for denial of admission, termination of assistance, or eviction. In addition, providing false information may prompt the owner/agent to notify HUD and pursue civil action related to fraud based on HUD requirements. I am requesting to exercise protections provided through the*

*VAWA because I am a victim of domestic violence, dating violence, stalking and/or sexual assault (VAWA crimes) or I am a person affiliated with someone who is a victim of a VAWA crime as defined in this document.*

*Signed and dated by person seeking VAWA protections:*

---

The owner/agent can provide you with a form that can be used to fulfill this requirement.

The victim is not required to name his/her accused perpetrator if doing so would result in imminent threat or if the victim does not know the name of his/her accused perpetrator.

The person seeking VAWA protections will have thirty (30) calendar days from the date of the written request to provide certification using any of the options above.

This certification may be submitted in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability.

If KCDC receives documentation that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator), KCDC will require an applicant or tenant to submit third-party documentation, as described above in Option 2 or Option 3, within thirty (30) calendar days of the date of the request for the third-party documentation.

To ensure that a person is not wrongly accused of committing an act covered under the VAWA, KCDC will carefully evaluate abuse claims as to avoid denial, termination of assistance, termination of tenancy or eviction based on false or unsubstantiated accusations.

KCDC will review and respond to requests to exercise protections provided under the VAWA as quickly as possible but within no more than ten (10) business days of receiving all required documentation.

KDC may provide the response in any manner acceptable to the victim and KCDC. Responses include:

- Approval of the Request for a specific VAWA accommodation
- Denial of the Request for a specific VAWA accommodation
- Request for additional information or Request to Meet

If the request is denied, the person seeking VAWA protections will have the right to appeal. Requests to appeal must be received within ten (10) business days of the date of the denial. When requested, the appeal will be held with someone who was not involved in the original decision to deny. KCDC will grant a reasonable accommodation when there is the presence of a disability.

## **Lease Bifurcation**

If KCDC determines that physical abuse caused by a resident is clear and present, the law provides KCDC the authority to bifurcate a lease (i.e., remove, evict, or terminate housing assistance to any accused perpetrator), while allowing the victim, who lawfully occupies the home, to maintain tenancy.

KCDC may attempt to evict the accused perpetrator, but residents should know that state/local tenant/landlord laws prevail and KCDC must comply with such laws. KCDC cannot guarantee that a court will award or enforce an eviction.

The resident must keep in mind that eviction of or termination action must be in accordance with the procedures prescribed by federal, state, and local law. KCDC is committed to attempting to assist the victim and persons affiliated with the victim, however, evictions are generally carried out through the court system and the owner/agent cannot override or circumvent a legal decision.

In the event that one household member is removed from the unit because of engaging in acts of domestic violence, dating violence, sexual assault and/or stalking against another household member, an appropriate certification will be processed reflecting the change in household composition. Special consideration will be given if the remaining household members are not qualified to remain in the unit as a “remaining household member”.

## **Legal Action**

Victims are encouraged to seek police/legal protection from their accused perpetrator. In some cases, KCDC may file a restraining order against the accused perpetrator to prevent the accused perpetrator from entering the property.

The VAWA does not limit the authority of KCDC, when notified of a court order, to comply with a court order with respect to:

- The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
- The distribution or possession of property among members of a household.

## **Termination of Tenancy or Termination of Assistance**

The VAWA does not limit KCDC’s authority to deny, evict or terminate assistance to a resident/applicant for any violation that is not the result of an act of domestic violence, dating violence, sexual assault, or stalking.

KCDC will not subject the resident/applicant, who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, or is affiliated with an individual who is or has been a victim of domestic violence, dating violence, sexual assault or stalking, to a more demanding standard than other resident/applicants in determining whether to evict or terminate assistance.

The VAWA does not limit KCDC’s authority to deny, terminate assistance to, or evict a resident/applicant under a covered housing program when KCDC can demonstrate an actual and imminent threat (to other resident/applicants or those employed at or providing service to property of the covered housing provider) would be present if that resident/applicant or lawful occupant is not evicted/terminated. In this context, words, gestures, actions, or other indicators will be considered an “actual and imminent threat” if they meet the standards provided in the definition of “actual and imminent threat”.

Note: Actual and imminent threat refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The

duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

Determinations about the presence of imminent danger will not be based on stereotypes but will be tailored to particularized concerns about individual residents.

KCDC will take into account individual circumstances when making a determination to terminate tenancy; such circumstances might include, among other things, the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, and whether the leaseholder, if not the wrongdoer, took all feasible steps to prevent the offending action from occurring and has removed the offending person from the lease or otherwise banned the offending person from the premises in the future.

Any eviction or termination of assistance will be initiated only when there are no other actions that could be taken to reduce or eliminate the threat. Examples of such action include, but are not limited to:

- Transferring the victim to a different unit when doing so would reduce or eliminate the threat – Also see Addendum A for information about VAWA Emergency Transfers,
- Barring the perpetrator from the property,
- Contacting law enforcement to increase police presence
- Develop other plans to keep the property safe, or
- Seeking other legal remedies to prevent the perpetrator from acting on a threat

## **Lease Addendum**

The HUD approved lease addendum will be implemented and provided in accordance with HUD guidance.

## **VAWA Emergency Transfers**

KCDC is concerned about the safety of residents and applicants, and such concern extends to residents and applicants who are victims of domestic violence, dating violence, sexual assault, or stalking – collectively referred to as VAWA crimes.

KCDC has developed a VAWA Emergency Transfer Plan that allows VAWA victims or people associated with VAWA victims to request a VAWA Emergency Transfer. Please refer to KCDC's VAWA Policy for detailed information.

## **Definitions**

Please be aware of the following definitions:

Internal VAWA emergency transfer refers to an emergency relocation of a resident to another unit where the resident would not be categorized as a new applicant; that is, the resident may reside in the new unit without having to undergo an application process. If a unit is available, the resident must be eligible for the unit based on the requirements set forth by the governing agency. The resident should discuss unit transfer eligibility requirements with KCDC and/or property staff to fully understand the requirements.

External VAWA emergency transfer refers to an emergency relocation of a resident to another unit where the resident would be categorized as a new applicant; that is the resident must undergo an application process in order to reside in the new unit. The applicant may be required to meet the eligibility requirements and/or screening requirement set forth by the agencies that govern the housing program and by the property's owner/agent.

Safe unit refers to a unit that the victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.

#### Internal and External VAWA Emergency Transfers (VET)

In accordance with the Violence Against Women Act (VAWA), KCDC allows residents who are victims of VAWA crimes or people who are affiliated with victims of VAWA crimes to request a VAWA Emergency Transfer from the resident's current unit to another unit that is part of this property (internal transfer). Residents' who request and qualify for a VAWA Emergency Transfer will receive equal preference to any other resident who makes and qualifies for an emergency unit transfer request. Selection will be based on date and time the completed request and all required documents are received.

Resident may request a VAWA Emergency Transfer from the resident's current unit to another unit that is part of another property (external transfer). Residents may also request assistance if they wish to request a VAWA Emergency Transfer to unit that is part of this property (external transfer).

Regardless of whether the resident/applicant is applying for an internal VAWA Emergency Transfer or an external VAWA Emergency Transfer, residents/applicants requesting a VET must qualify for the new unit based on the requirements set forth by the governing agency.

When requesting an external VAWA Emergency Transfer, the resident/applicant should understand that they may also be subject to other screening requirements set forth by the owner/agent responsible for the other property.

The resident or applicant is responsible for paying for any expenses associated with the move.

The U.S. Department of Justice (DOJ) administers programs that provide funding for victims covered by VAWA, and the Victims Crime Fund could be used to pay for relocation expenses of these victims, or to provide other sources of support, which could free up funding to pay for moving costs.

Information about the Crime Victims Fund is available at: <https://www.ovc.gov/about/victimsfund.html>. Information about Office of Violence Against Women grants is available at [www.justice.gov/ovw/grant-programs](http://www.justice.gov/ovw/grant-programs).

# **Knoxville's Community Development Corporation's**

## **Multifamily House Rules**

**Effective: July 1, 2020**





## Table of Contents

ABSENCE FROM HOME .....	4
ABANDONED PROPERTY .....	4
ACCOMMODATIONS OF PERSONS WITH DISABILITIES.....	4
APARTMENT ALTERATIONS .....	4
AUTOMOBILES AND OTHER MOTORIZED VEHICLES.....	5
COMMUNITY APPEARANCE/SANITATION/CLEANLINESS .....	5
DAMAGE & REPAIRS .....	6
FIREARMS/WEAPONS .....	6
FRAUD .....	7
GUESTS, BOARDERS, SUBLETTING .....	7
HANDICAPPED PARKING .....	7
INSPECTIONS.....	7
KEYS /LOCKOUTS.....	8
MAINTENANCE AND WORK ORDER REQUESTS .....	8
NO TRESPASS LIST .....	8
PERSONAL AND GUEST CONDUCT .....	8
PERSONAL PROPERTY .....	9
PET OWNERSHIP .....	9
PREVENTION OF BEDBUG INFESTATION.....	10
RENT AND OTHER PAYMENTS.....	10
RULES.....	11
SAFETY/SMOKE DETECTORS/FIRE HAZARDS.....	11
SECURITY DEPOSITS.....	11
TENANT PROCEDURAL RIGHTS.....	12
UNIT ASSIGNMENT .....	13
UTILITIES .....	13
VIOLENCE AGAINST WOMEN'S ACT PROVISIONS .....	13
HIGH-RISE BUILDING - ADDITIONAL HOUSE RULES .....	15



***The following Community House Rules have been established for all Knoxville's Community Development Corporation (KCDC) properties being converted to the Rental Assistance Demonstration (RAD) PBRA program. The Community House Rules are in addition to the requirements of the HUD Model Lease and are affixed to the lease agreement as Attachment #3. Repeated violations of the Community House Rules will be considered a serious violation of the lease agreement. Your cooperation in following the established property rules and regulations is greatly appreciated by Management.***

### **ABSENCE FROM HOME**

- A Tenant should advise Management in advance if he/she is planning to be away from home for an extended period of time (30 days or more).
- If a Tenant or another family member listed on the Lease must leave the household for more than 30 days, with the intent to return to the household, documentation from the temporary place of residency must be submitted to the Management Office within 10 days of the absence for the purpose of establishing the intent to return to the apartment and continued occupancy. Tenant is responsible for the apartment during such absence.
- A Tenant must notify KCDC on or before any anticipated absence from the apartment for more than seven (7) days.

### **ABANDONED PROPERTY**

- A Tenant away from the apartment for an extended and/or unexplained absence for thirty (30) days or more without payment of rent as due is considered to have abandoned the unit.
- KCDC will change the locks on the door(s) and post the unit abandoned for 30 days.
- After the 30 day period, KCDC will enter the apartment and dispose of any property in accordance with the Tennessee Uniform Landlord and Tenant Act.
- Any charges resulting from removal and disposal of property will be charged to tenant's move-out account.

### **ACCOMMODATIONS OF PERSONS WITH DISABILITIES**

- Tenants may submit a reasonable accommodation request. If the request is approved, KCDC will provide a reasonable accommodation, as necessary, and to the extent required by law to give a disabled person the same opportunity to use and occupy the apartment and to participate in all aspects of the lease and grievance procedures as those of a non-disabled person.
- Accommodations are not considered reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on KCDC.

### **APARTMENT ALTERATIONS**

- Tenants nor their family members or guests, will be allowed to destroy, deface, damage or remove any part of the apartment or property.
- Tenants are requested not to display any signs, or make any alterations to the apartment. This includes, but is not limited to, painting, contact paper, borders, feather painting or any other permanent wall covering. Tacks, nails, screws, fasteners, chain or slide locks are not to be used without approval from the KCDC management
- Tenants shall pay all repair or restoration costs incurred by Management due to the Tenant's violation of this rule.

## **AUTOMOBILES AND OTHER MOTORIZED VEHICLES**

- One vehicle per licensed household member will be permitted.
- Go-carts, mini-bikes and/or any other off-road recreational vehicles are not allowed on KCDC property.
- No vehicles over 2 axles may park on the property for any length of time unless pre-approved by management.
- With the exception of handicap spaces there are no individually assigned or designated parking spaces.
- The Tenant agrees to park, and cause family members and/or guests to park automobiles and other motorized vehicles in designated parking areas only.
- Tenants shall refrain and cause family members and/or guests to refrain from parking and driving any motorized vehicles on lawns, sidewalks, and common areas other than appropriate streets and driveways.
- Tenants are responsible for any damages to lawns and other property caused by improper operation or parking of motorized vehicles.
- All automotive vehicles improperly parked, inoperable, or with deflated tires, expired license plates, etc., will be towed at the Tenant's expense.
- Washing vehicles is not allowed on KCDC property.
- Tenants are to refrain from making major repairs to any motorized vehicles while parked on KCDC property or on a street bounding or running through the property. Major repairs shall be deemed to include without limitation, the following: removal of more than one tire or wheel, removal of transmission or motor, removal of major body components, placing a car on blocks/jacks, changing oil, and other such repairs.
- Designed car covers are the only allowed covering devices. Tarps are not proper covering devices.
- Vehicles must be registered with the development office to receive a parking permit, where applicable.
- Visitors must park in designated spaces, where applicable.

## **COMMUNITY APPEARANCE/SANITATION/CLEANLINESS**

- Tenants are responsible for keeping the leased premises and surrounding exterior areas clean and free of litter and debris.
- No signs, advertisements, notices, or flyers shall be exhibited or affixed by any Tenant or guest on any part of the exterior of the apartment, building, or any other community property without the express written consent of Management.
- Basketball goals are not permitted in the parking lots or on a common street.
- No swimming pools are permitted on the property, including child's wading pools.
- Tents, gazebos, hammocks and yard swings are not allowed.
- Children's toys must be stored inside the unit when not in use. This includes toy cars, playhouses, bikes and tricycles.
- Grease of any kind is not to be discarded on the grounds, down sink drains or into storm drains. Grease should be enclosed in a plastic or metal can and properly disposed of in an outdoor garbage container (dumpster, city-provided garbage containers).
- It is the responsibility of Tenants to dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner, to place containers in the area designated for the collection of garbage on a scheduled basis, and otherwise comply with the sanitation ordinances of the City of Knoxville.
- Tenants take responsibility for the control of pests, vermin, and offensive odors stemming

from unsanitary housekeeping practices.

- Tenants agree to cooperate with Management in pest control inspections and treatment.
- Tenants must keep the inside of the apartment and other areas assigned for their exclusive use (including apartment door exterior, the porch and/or yard areas in the front and rear of apartment, if applicable) in a clean and livable condition.
- Tenants will limit porch furniture to furniture designed for outdoor use only.
- Tenants agree not to erect or hang radio, television antennas, satellite dishes, or outdoor lights on or from any part of the apartment/building without written permission from KCDC.
- All residents must have blinds, shades or curtains unless metal protection screens are in place. No sheets, blankets, towels, paper, plastic or foil may be used as window coverings. Charges will apply if window treatments are installed improperly or damaged after installation.
- Tenants wishing to plant gardens should get prior approval from management. If approved, tenant agrees to keep the garden area properly maintained.
- Shopping carts are not allowed to be maintained on property. Charges may result for removal of carts from apartments, common area or outside areas.
- Plants, decorations, unwanted clothing or furniture should not be placed in common areas.
- Food and drink are not allowed in common areas, such as: pool/game room, exercise room or laundry room, where applicable.
- If KCDC must clean and/or remove items, the Tenant will be charged according to maintenance fees as posted in the Management Office.

### **DAMAGE & REPAIRS**

- The Tenant agrees to notify KCDC promptly if repair work is needed in the apartment and of any unsafe condition in common areas or grounds which may lead to damage or injury.
- The Tenant will allow KCDC to enter the apartment to make needed repairs.
- Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:
  - The cost of all repairs and do so within 45 days after receipt of the Landlord's demand for the repair charges; and
  - Rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant *agrees to pay the HUD-approved market rent* rather than the Tenant rent shown in this agreement.
- Maintenance requests should be submitted by phone or in person at the development office.

### **FIREARMS/WEAPONS**

- The Tenant agrees to refrain from displaying, carrying, discharging, or threatening the use of a firearm or other weapon while on or near property.
- The Tenant understands that it is his/her responsibility to ensure that no household member, guest, or other person in Tenant's control should display, carry, discharge, or threaten use of a firearm or weapon on or near property.
- This rule shall not interfere with a Tenant's lawful right to possess a firearm within the confines of the Tenant's dwelling unit. Tenants who have a Tennessee firearm license, or who use firearms for sporting events, target practice, hunting, or any other lawful purpose may carry their firearm directly to and from their apartment and vehicle provided that the weapon is unloaded, in a carrying case, or disassembled, and carried in a non-threatening manner.

- Violations of any provision of this rule shall be considered a threat to the health and safety of other Tenants and Management staff.
- Tenants are prohibited from bringing firearms of any type into the rental office.
- Please note devices that propel a projectile (such as BB, pellet and/or air guns, bow and arrows, sling shots, etc.) are not allowed outside the unit.

### **FRAUD**

The Tenant agrees not to commit fraud by giving false information or withholding information in connection with any Federal housing assistance program. This includes, but is not limited to, providing information on all household members, and/or all individuals who are approved to live in the household.

### **GUESTS, BOARDERS, SUBLETTING**

- The dwelling unit shall be occupied only by persons named in the Tenant's dwelling lease and shall be used for tenant purposes only. Tenant must obtain permission from Management prior to allowing any additional person(s) to move into the unit.
- Tenants are responsible for their guests' behavior while on the property.
- No guest will be permitted to visit overnight or remain overnight on a regular basis for more than 14 nights within any twelve month period.
- Boarders or subletting the apartment is prohibited. Only those individuals listed in the dwelling lease are permitted to reside in the apartment.
- The Tenant or members of the household may engage in legal profit-making activities in the apartment only with prior written approval from KCDC Management.
- I understand, with prior KCDC approval, a 'Live-In Aide' may reside in my apartment to assist me or a listed family member with necessary supportive services.
  - A 'Live-In Aide' is not considered a member of the household for family composition purposes, but is considered to be a person under my control for all other purposes under the Lease.
  - In the event that the household dissolves or the person being served by the 'Live-In Aide' no longer resides in the unit, the 'Live-In-Aide' must vacate the apartment by the end of the rent month.

### **HANDICAPPED PARKING**

- The reserved designated spaces are to be occupied only by vehicles displaying the proper **HANDICAPPED** vehicle identification. Vehicles parked in handicapped designated spaces without proper handicapped identification will be towed at the owner's expense.

### **INSPECTIONS**

- Management will inspect the home *at least* annually after giving proper notice to the Tenant.
  - Move-In Inspection: KCDC and I will inspect my apartment before signing the Lease. The Inspection Report, signed by KCDC and myself, will state the condition of my apartment and will note any equipment or appliances in the unit provided by KCDC. KCDC will correct any deficiencies noted on the Inspection Report as needed. A copy of the Inspection Report will be kept in my tenant file and I may have a copy upon request.
  - Annual Reexamination Inspection: With proper notice, KCDC will inspect my apartment as part of the scheduled Annual Reexamination of my eligibility. KCDC will correct any deficiencies noted as needed during the annual inspection and conduct repairs as required by HUD regulations. I understand I will be charged for damages/repairs beyond normal wear and tear as noted in my annual Inspection Report.
  - Move-Out Inspection: KCDC will inspect my apartment at the time I move out and will

send me a written statement of any damages beyond normal wear and tear. I may be present at the inspection. Any damages assessed will be charged to my move-out account statement.

- Other Inspections: As required by HUD or KCDC with reasonable notice.

### **KEYS /LOCKOUTS**

- The tenant agrees that unit keys must be returned to Management Office prior to moving from an apartment. Tenant continues to be charged rent until keys are received.
  - The Tenant, or someone designated by the Tenant, must turn in the keys and sign the 'Notice of Intent to Vacate/Relocate' form available at the Management Office.
  - This action will serve as proof that the keys have been accepted at the office and that the unit has been returned to KCDC's control.
  - At that time, management will stop charging rent for the unit.
  - Items remaining in the unit will be disposed of by KCDC and there may be charges for removal.
- If the Tenant is locked out of the unit after office hours, it will be necessary to wait until the next business day to arrange for apartment entry. KCDC does not have after-hours service for tenants who lock themselves out of their units.
- All keys and fobs to house/apartment, P.O. boxes, etc., must be returned to Management when Tenant moves, and a charge may be assessed for each key or fob not returned, not to exceed **actual cost**.

### **MAINTENANCE AND WORK ORDER REQUESTS**

- Tenants are responsible for immediately reporting needed maintenance items and/or damages or unsafe conditions which are known or observed by the Tenant either in common areas of the neighborhood or in the dwelling unit or premises leased by the Tenant.
- For routine maintenance requests during normal business hours of 7:30 a.m. – 4:00 p.m., please contact the Management Office as all service requests must be addressed through the Management Office.
- After hours emergency service can be obtained by calling 865-403-1100 and following the prompts.

### **NO TRESPASS LIST**

- No barred persons listed on KCDC's No Trespass List will be allowed in the apartment or on the premises. A barred person is defined as a person that has been served with a "No Trespass Letter" from any property owned or managed by KCDC.
- The barred person will be considered in violation of the No Trespass rule should s/he return to any property owned and/or managed by KCDC.
- The Tenant acknowledges that KCDC has the right to bar, from KCDC properties, any non-tenant who has engaged in either drug-related criminal activity on or off KCDC properties or other activities that pose a threat to the health or safety of KCDC tenants or staff.
- The Tenant and all members of the household agree not to allow any person who is under a KCDC 'No Trespass' notice to be in the apartment or other assigned areas; the tenant's signature may be required on a letter of understanding as documentation of the tenant's understanding of a person's barred status.

### **PERSONAL AND GUEST CONDUCT**

- The Tenant will act and cause household members or guests to act in a manner which will not disturb other tenants' peaceful enjoyment of their premises and in a way that will keep the property in a decent, livable, and sanitary condition. Prohibited activities include, but are not limited to:

- Illegal use and/or possession of a firearm, excessive noise, loitering or activities resulting in police intervention.
- Parents will be held accountable for the actions of their children at all times. The City of Knoxville and Knox County ordinances state minors have curfews depending on age.
- Tenant agrees to act in a cooperative manner with neighbors and KCDC staff.
- Tenant agrees not to act or speak in an abusive or threatening manner toward neighbors or KCDC staff.
- The Tenant assures that neither they nor any member of the household or guests will engage in any drug-related criminal activity on or off any KCDC property. Such activity is defined as the existence of drug paraphernalia, or the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use a controlled substance. Note: An activity may be defined as a criminal act without an arrest or conviction.
- The Tenant assures that neither they nor any member of the household, guest, or visitor under Tenant's control will engage in any criminal activity that threatens the health, livability or right to peaceful enjoyment of the premises by other tenants or employees of KCDC.
- The Tenant assures that no member of their household, guest or visitor will engage in abuse or a pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other tenants. Open alcoholic beverages are against the law and are not allowed outside the tenant's unit.
- KCDC will terminate the Tenant's tenancy if it determines that:
  - The Tenant or any member of the household has ever engaged in the manufacture or production of methamphetamine.
  - The Tenant or any family member has been required to register as a Sex Offender under a State sex offender registration. The offender will be required to move from the apartment within 30 days and will be barred from receiving housing assistance for life.
- KCDC may terminate tenancy if anyone in the household or guest is fleeing to avoid prosecution or arrest or to avoid custody or confinement for a crime or attempt to commit a crime; or is violating a condition of probation or parole imposed under Federal or State Law.
- The Tenant Lease will be terminated if, at some point during tenancy, the Tenant is no longer physically and/or mentally able to comply with the provisions of the Lease, and if alternate arrangements are not made for someone to assist the Tenant in complying with the Lease.

### **PERSONAL PROPERTY**

- I understand that KCDC maintains insurance on its properties but does not provide renter's insurance covering my personal property. I accept responsibility for insuring my personal property and, if applicable, securing the required liability coverage for a pet or legal profit-making business.
- All personal property placed in the apartment or on the premises by a Tenant or guests shall be at the Tenant's sole risk, and Management shall not be liable for any damage, loss, theft, or destruction thereof unless caused by the negligence or intentional acts of Management.

### **PET OWNERSHIP**

- I agree to comply with the KCDC Pet Policy, including obtaining written permission prior to housing a pet.
- Any stray, unauthorized, or unleashed pet(s) will be removed from the property.
- Pets of guests are not allowed. This includes no visiting pets or "pet-sitting".

- The property's Pet Policy does not pertain to animals that assist, support or provide service to persons with disabilities. However, rules for service animal registration, maintenance and sanitary requirements are contained in KCDC's Reasonable Accommodation Policy.
- Walk pets only in designated areas away from buildings and sidewalks.
- Pets are not allowed in common areas.
- Charges may be assessed for failure to properly clean and dispose of pet waste.
- Pets must be on a leash when outside of your apartment and under your control at all times as outlined in the City Lease Ordinance.

### **PREVENTION OF BEDBUG INFESTATION**

- Tenants are expected to fully cooperate with the treatment efforts of Management and/or third party pest control contractors, including heat treatments. This also includes refraining from placement of infested furniture or other items in common areas such as hallways or breezeways. Tenant cooperation is necessary in order to expedite the control of bedbugs and prevent spreading of infestations.
- Management requires that Tenants immediately report any signs of bedbug infestation in the apartment and fully cooperate with Management in their attempts to keep the apartment and complex free from bedbug infestation. Failure to report an infestation or cooperate with remediation will be deemed a substantial violation of the lease agreement and grounds for termination of the lease.
- The best approach to bedbug management is to prevent an infestation from occurring. You can assist by doing the following:
  - Checking for bedbugs on luggage and clothes when returning home from a trip;
  - Looking for bedbugs or signs of bedbugs on secondhand items before bringing the items into the unit;
  - Reporting any and all signs of bedbugs if found in your unit;
  - Reducing clutter where bedbugs can hide;
  - Regular checking of beds and laundering of linens.

### **RENT AND OTHER PAYMENTS**

#### • Rental Payments

The Tenant understands that all rent payments, including minimum rent, are due on the 1st day of the month. Payments may be made by check, money order, credit card or debit card at the Management Office, KCDC's Main Office or online at [www.kcdc.org](http://www.kcdc.org). Automatic Draft is available for those who prefer to schedule monthly payments. The Tenant understands that payment of rent is accepted with full reservation of rights and does not rescind current and/or pending legal action.

#### • Minimum Rent

The Tenant understands that KCDC charges a minimum rent of \$25. If income-based rent is less than \$25, the Tenant understands the set minimum rent must still be paid. If KCDC revises the minimum rent amount due to a change in federal guidelines and/or requirements, then at least a 30-day notice of the new minimum rent will be provided.

#### • Other Charges

In addition to the monthly rental payment, the Tenant agrees to pay charges for maintenance and repairs to apartment beyond normal wear and tear. The maintenance and repair charges will not exceed actual material costs plus labor costs as posted in the Management Office and are due within forty-five (45) days after receipt of a written notice.

#### • Overdraft/Non-Sufficient Funds Fees

The Tenant understands a \$25.00 fee shall be charged to my account for any payment returned

for non-sufficient funds.

- Unpaid Rent/Legal Charges/Attorney Fees/Costs

If my rent or other charges remain unpaid for 30 days, a Detainer Warrant will be issued and a court date will be set. I understand if I fail to pay, in full, the amount of judgment obtained by KCDC, management will seek a Writ of Possession, which will result in the removal of my personal property from the apartment (Set Out). I understand failure to pay rent on time twice within a 6-month period may lead to eviction and loss of my apartment.

- Legal Charges

Charges from the Detainer Warrant, Writ of Possession, and/or Set-Out will be added to my account should I have judgment rendered against me. I further understand that after I move from the apartment, all remaining monies owed will be turned over to a collection agency.

- Attorney Fees/Costs

I understand reasonable attorney's fees and collection costs may be included in the amount owed. Future eligibility for affordable housing may be based, in part, on complete payment of all monies owed KCDC.

## **RULES**

Management reserves the right to make such other reasonable rules which may from time to time be needed for the safety, care, and cleanliness of the premises and/or the preservation of good order therein.

## **SAFETY/SMOKE DETECTORS/FIRE HAZARDS**

- The Tenant agrees not to disconnect, interfere with, cover or remove the smoke detector, fire extinguisher or carbon monoxide detectors, where applicable. The Tenant will report immediately to the Management Office any needed repair or malfunction.
- The Tenant agrees not to block hallways, sidewalks, doorways, stairs, stairwells, or elevators, and to avoid using these areas for purposes other than going in or out of the apartment or building. If a room has only one window, the Tenant must not block the window with an air conditioner, furniture, etc. Electrical cords, wires, phone lines, etc. must not create a tripping hazard.
- The Tenant agrees to abide by all applicable requirements of the building and housing codes that affect health and safety.
- The Tenant agrees to reasonably use all electrical, plumbing, sanitary, heating, ventilation, air conditioning, elevators, and other facilities or parts of the property.
- The Tenant agrees not to bring flammable or explosive-causing materials into the apartment. This includes, but is not limited to, motorbikes, acid-based vehicle batteries (except for handicap mobility devices), gasoline-powered equipment, kerosene heaters, fireworks, propane gas, fuel containers, or propane tanks.
- The Tenant agrees to be careful to prevent fires and to report any fire immediately to 911 and then to the Management Office. The Tenant agrees to clean the apartment if it is damaged by smoke and to pay for any damages if the fire was caused by the Tenant or his/her family, or guests.
- The tenant agrees that grills are not allowed in the county locations (Autumn Landing and Nature's Cove) due to Knox County Ordinance.

## **SECURITY DEPOSITS**

- KCDC accepts security deposits from tenants. Security deposits are due at or before lease signing. The amount of security deposit is equal to the greater amount of monthly Total Tenant Payment (TTP) or \$50.



- KCDC will use the Security Deposit at the termination of this Lease for the following purposes:
  - To be applied to unpaid rent or other charges I owe at the termination of my lease.
  - To reimburse costs of repairing any intentional or negligent damages to the unit caused by me, my household members, guests or visitors.
  - The Security Deposit may not be used to pay rent or other charges while I occupy my unit and it will not be refunded until KCDC has inspected the unit.
  - Unit inspections are retained in my file and available from my management office upon request. I understand I have a right to request to accompany my management staff at any unit inspection.
  - KCDC shall provide to me, within 30 days, a written statement of any costs for damages or other charges deducted from the Security Deposit. Any portion of the Security Deposit remaining will also be returned to me at that time to the forwarding address I have provided.
  - Refunds of Security Deposits not claimed within 90 days of the written statement will be considered unclaimed and will be transferred into a separate account, at which time I no longer have claim to funds, nor does any person claiming the funds on my behalf.

### **TENANT PROCEDURAL RIGHTS**

- Termination of Tenancy and Assistance
  - The termination procedures for RAD conversions to PBRA will additionally require that management provide adequate written notice of termination of the lease which shall not be less than 30 days.
  - If health or safety of other tenants, Management staff, employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction; or
  - In the case of nonpayment of rent the notice period will be 14 days.
- Termination of Assistance
  - In all other cases, the requirements at 24 CFR 880.603, the Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.
- Grievance Process
  - In addition to program rules that require that Tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to Tenant-paid utilities, or a reduction in Tenant paid utility allowances, etc.), the following procedural rights will apply with the requirements of section 6 of the Act in conjunction with the KCDC Grievance Procedure. RAD properties require that:
    - Tenants be provided with notice of the specific grounds of the proposed Management adverse action, as well as, their right to an informal hearing with Management;
    - Tenants will have an opportunity for an informal hearing with an impartial member of the Management's staff within a reasonable period of time;
    - Tenants will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and/or evidence relied upon by Management as the basis for the adverse action. With reasonable notice to Management, prior to the hearing and at the Tenants' own cost, the Tenant may copy any documents or records related to the proposed adverse action; and
    - Management must provide the Tenant with a written decision with a reasonable

- period of time stating the grounds for the adverse action, and the evidence the Management relied upon as the basis for the adverse action
- Management will be bound by decisions from these hearings, except if the:
    - Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing
    - The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
    - If Management determines that it is not bound by a hearing decision, the Management must promptly notify the Tenant of this determination, and the reasons for the determinations.

### **UNIT ASSIGNMENT**

- The Tenant understands that HUD requires the Landlord to assign units in accordance with the Landlord's written occupancy standards in the Tenant Selection Plan attachment to these rules. The standards include consideration of unit size, relationship of family members, age and sex of family members, Housing Authority preference system and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:
  - Move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project; or
  - Remain in the same unit and pay the HUD-approved market rent.
  - Transfers will be conducted as outlined in the Transfer Policy-attachment to these rules.

### **UTILITIES**

- The utility allowance (if applicable) for this property is posted in the Management Office.
- The Tenant understands that if renting a property where KCDC does not supply electricity, gas, or water and sewer services, an allowance will be established based on the size and type of apartment.
- At all locations, a range and refrigerator are provided by KCDC at no charge.
- The Tenant understands that choosing to use non-KCDC, personally-owned appliances means they take responsibility for keeping them in good working condition at all times.
- Where connections exist, a washer and dryer are allowable with proper installation and venting. A surcharge may be added to the monthly rent for additional appliances such as a freezer.
- Air conditioner window units are not allowed where air conditioning units are provided by KCDC.
- The Tenant understands the utility account with KUB must be in the Tenant name with current service at all times during the term of this Lease. Failure to maintain a current account with KUB will result in eviction from the apartment.

### **VIOLENCE AGAINST WOMEN'S ACT PROVISIONS**

Based on the provisions of the Violence Against Women's Act (VAWA) of 2005 and Reauthorization Act of 2013, Management will protect Tenants and family members of Tenants who are victims of domestic violence, dating violence, or stalking from being denied, evicted or terminated from housing assistance based on acts of such violence against them. At lease signing, Management will have Tenants execute the VAWA Lease Addendum (HUD form 91067.)

When responding to an incident or incidents of actual or threatened domestic violence, dating violence or stalking that may affect a current Tenant's participation, Management will request in writing that an individual complete, sign and submit, within 14 business days of the request, a HUD Form 91066 Certification of Domestic Violence, Dating Violence or Stalking, whereby the individual certifies that he/she is a victim of domestic violence, dating violence, or stalking, and that the incident or incidences in question are bona fide incidences of such actual or threatened abuse, along with any available documentation of the abuse.

In lieu of a certification form, or in addition to the certification form, a Tenant may provide one of the following: (1) a Federal, State, tribal, territorial, or local police record or court record; (2) documentation signed and attested to 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 domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests 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, and the victim of domestic violence, or stalking has signed or attested to the documentation.

If the individual does not provide the form HUD-5382 or the information that may be provided in lieu of the certification by the 14th business day or any extension of that date provided by Management, none of the protections afforded to the victim of domestic violence, dating violence or stalking will apply. Management will therefore be free to evict, or to terminate assistance, in the circumstances authorized by otherwise applicable law and lease provisions.

All information provided to Management relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence shall be retained in confidence and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is (i) requested or consented to by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.

Management will retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from the other Tenant files.

**HIGH-RISE BUILDING - ADDITIONAL HOUSE RULES**

**GARBAGE CHUTES**

- All garbage must be bagged and tied before being placed in the chute.
- Used needles must be placed in plastic containers before putting them down the chute.
- **Cat litter MUST be bagged, tied and taken to the outside dumpsters.**
- Cardboard boxes must not be placed in trash chutes.

**HALLWAYS**

- Keep hallways clear of items, including doormats. These are considered trip hazards.

**PERSONAL APPEARANCE**

- Dress in proper street attire and shoes when outside of your apartment. Refrain from wearing slippers, housecoats, pajamas or bathing suits outside your apartment.

**MAIN DOORS/FIRE EXIT DOORS**

- Keep all main doors and fire exit doors closed at all times.
- Opening entrance doors and loaning FOB keys to others is not permitted.

have read and received a copy of the Community House Rules and agree to abide by these policies and procedures. I understand management at any time can make revisions.

\_\_\_\_\_  
**MANAGEMENT AGENT**

\_\_\_\_\_  
**TENANT (HEAD OF HOUSEHOLD)**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**TENANT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**TENANT**

\_\_\_\_\_  
**TENANT**

\_\_\_\_\_  
**TENANT**

\_\_\_\_\_  
**TENANT**

\_\_\_\_\_  
**DATE**

# KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

Attachment B.2E

## PET POLICY

In accordance with section 31 of the United States Housing Act of 1937 (42 U.S.C. 1437z-3) as amended, KCDC will allow a resident to own or keep a common household pet in KCDC's public housing dwelling units upon approval of their request. The resident must maintain the pet responsibly; in accordance with applicable state and local public health, animal control, and animal anti-cruelty laws and regulations; and in accordance with KCDC's policies established in its Annual Plan. The following Pet Policy details the requirements for a resident to keep a pet, including how to obtain permission; the types, number and size of allowable pets; inoculations; financial obligations of the resident; nuisance or threat to health or safety; removal of pets; and consequences for violation of the pet policy.

The Pet Policy will be posted in the KCDC management offices and is incorporated by reference into the Dwelling Lease.

KCDC will not be responsible for the personal liability of any resident pet owner, household members, and/or guests. The pet owner will be held responsible for the action of their pet(s) at all times.

### **1. EXCLUSIONS**

This policy does not apply to animals that are used to assist, support, or provide services to persons with disabilities, as long as the animal has been trained to assist persons with that specific disability and the animal actually assists the person with that specific disability. However, the policy does not exempt such a resident from any requirements of the Lease that prohibits any conduct which disturbs other residents or threatens the physical or social environment.

A resident, or prospective resident, who claims that a particular animal is needed to assist the persons with disabilities must provide:

1. A certification that the resident or a member of his/her family is a person with a disability and
2. Documentation that the animal has been trained to assist persons with that specific disability and actually assists the person with that disability.

Any resident currently approved for a pet would not be exempt from any requirements of the lease that prohibits any conduct which disturbs other residents or threatens the physical or social environment of the development. Should the approved pet die or leave the development, any additional pet would be subject to the pet policy including all requirements, and rules.

### **2. APPROVAL**

A family will not be allowed to keep a pet without prior written permission from KCDC. If a family wishes to keep a pet, they must submit a written request to the development office. Then, KCDC staff will meet with the prospective pet owner to explain the policy and pet rules. The resident will be required to complete and sign a "Pet Permit and Agreement Form" which, if approved by KCDC, will be placed in the resident file with a copy to a general pet file. Also, the pet owner must provide a photo of the pet; proof of inoculations; neutering/spaying certification; and the name of the veterinarian.



### **3. TYPES, SIZES AND NUMBER OF PETS ALLOWED**

KCDC will allow only common household pets in the units and will limit them to the following: domesticated dogs, cats, fish, gerbils, hamsters, and birds that are traditionally kept in the home rather than for commercial or other purposes. Reptiles will not be allowed. All dogs and cats must be neutered or spayed and certification from a veterinarian must be provided to KCDC.

KCDC reserves the right to deny permission for household pets which are or may be, in the sole discretion of KCDC, vicious or dangerous, or which are large in stature exceeding thirty (30) pounds in weight when fully grown. Dogs expressly prohibited are Pit Bulls, Rottweiler, and Doberman Pinschers. Also, KCDC reserves the right to exclude other breeds or mixed breeds on a case-by-case basis.

Only one type of pet will be allowed per household. Also, there is a limit of one (1) dog or cat per unit and dogs cannot exceed thirty (30) pounds. Birds, which must be kept in a cage at all times, will be limited to two per household. Parakeets or parrots are the only acceptable types of birds. Fish will be limited to no more than twenty (20), non-poisonous fish in a tank with a maximum capacity of twenty (20) gallons.

### **4. INOCULATIONS**

Pets must be appropriately inoculated against rabies and other conditions prescribed by local ordinances. The name of the veterinarian must be provided to KCDC. Cats and dogs must be treated for fleas. Certification of all required vaccinations must be provided to KCDC at the annual reexamination.

### **5. FINANCIAL OBLIGATION OF RESIDENTS**

Pets must be restrained and prevented from digging, gnawing, chewing, scratching, or otherwise defacing property, including doors, walls, windows, screens, floor coverings, other units, common areas, buildings, landscaping or shrubs. KCDC, at its sole discretion, may randomly and periodically inspect the units of pet owners with appropriate notice to insure compliance. Additionally, KCDC staff, including maintenance personnel, reserve the right to refuse to enter a unit to perform work where there is an unattended pet.

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for damages caused by the pet. Also, any pet-related insect infestation, including fleas and/or ticks, in the pet owner's unit will be the financial responsibility of the pet owner. KCDC reserves the right to exterminate and charge the resident.

### **6. NUISANCE OR THREAT TO HEALTH OR SAFETY**

Pet owners are expected to exercise responsible and courteous behavior so that the presence of their pet on the property in no way violates the right of other to peaceful enjoyment of the premises. A resident will be fully responsible for any disturbance or injury to other residents or KCDC staff caused by its pet. Any disturbance or injury will be a violation of the Pet Policy and rules which is incorporated in the lease by addendum. KCDC, at its sole discretion, may require the resident to remove the pet immediately; terminate the resident's tenancy; or both.

The resident must maintain control over their pet(s). Dogs and cats must be on a leash at all times



when outside the resident's apartment, and all droppings must be removed and disposed of by the person walking the animal. Failure to do so will be a violation of the Pet Policy and may result in a maintenance charge. Failure to pay a maintenance charge may result in an eviction. Units, yards, and KCDC property must be kept free of odors, insect infestation, and pet feces, urine, waste and litter. Additionally, the pet and its living quarters must be maintained to prevent odors and any other unsanitary conditions, including insect infestation, in the owner's unit and surrounding areas. Litter boxes are required for cats.

If KCDC receives complaints against an approved pet owner, the appropriate staff will work with the pet owner and try to resolve the matter informally. If the matter is not resolved within three (3) days, KCDC will initiate eviction proceedings.

For Pet Policy violations, KCDC may, at its sole discretion, ask the resident to remove the pet within ten (10) days (immediately if the animal is deemed "vicious"), terminate the resident's tenancy, or both. Any unresolved complaints may be the subject of a grievance by the resident under the established grievance procedures, except that, animals deemed "vicious" by KCDC must be removed from KCDC property pending the grievance.

Any animal that is used to threaten either people or other animals or attacks will be deemed "vicious" and barred from the development. If the resident does not immediately remove the animal, the resident will be in material violation of the lease and may be evicted.

## **7. DESIGNATION OF PET AREAS**

Dogs and cats must be kept in the owner's apartment or on a leash at all times when outside. No chaining, fencing, or restraint of unattended dogs or cats is permitted at any time. Animals left unattended may be subject to removal.

Pets will not be allowed at any time in community/recreation rooms, laundry rooms or other interior or exterior sitting areas.

## **8. MISCELLANEOUS PET RULES**

- A. All dogs and cats must wear identification tags at all times
- B. Residents must provide certification each year at the time of their annual reexamination, that the pet continues to be in good health and has had all required vaccinations;
- C. Residents must board their pet(s) (except for fish) away from the development or make other arrangements for the care of their pet(s) when they intend to leave their unit for 24 hours or more. The Pet Permit and Agreement requires residents to provide KCDC with the name and phone number of two (2) pet caregivers who have agreed to assume responsibility and removal of the pet in the event of sudden illness, absence, or death of the resident. KCDC reserves the right to consider the presence of an unattended pet an emergency, and will enter the unit to remove the pet.

## **9. REMOVAL OF PETS/VIOLATION OF PET POLICY**

KCDC, or an appropriate community authority, shall require the removal of any pet from a development 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 development is located.



If KCDC determines a family is keeping a pet without express written permission from KCDC, the family will be asked to vacate the unit. Any unauthorized and/or unattended pets observed on the grounds or in common areas will be removed from KCDC's property.

KCDC has the right to evict the family for any violation of the Pet Policy.

#### **10. MODIFICATION TO THE POLICY**

KCDC may amend the Pet Policy at any time by giving thirty (30) days written notice to the resident. The notice will provide the resident with the opportunity to present written comments.



**KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION**  
**PERMIT AND AGREEMENT**  
(To be completed by Resident)

Pet Owner's Name: \_\_\_\_\_

Pet Owner's Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Pet's Name: \_\_\_\_\_ Breed/Type: \_\_\_\_\_

Veterinarian: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Spayed or Neutered (Documentation): \_\_\_\_\_

License or ID Number: \_\_\_\_\_

EMERGENCY PET CARE GIVER: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

EMERGENCY PET CARE GIVER: \_\_\_\_\_

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**I have read and understand the rules governing pets, and I along with all members of my family promise to fully comply.**

**Pet Owner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Attach to form: Picture of Pet**  
**Rabies Certification**  
**Spayed/Neutered Certification**



## KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

### GRIEVANCE PROCEDURE

#### I. PURPOSE

As a resident, I understand this grievance procedure provides a means for me and my household to seek the just, effective and efficient settlement of grievances against Knoxville's Community Development Corporation, referred to as KCDC. I understand it was adopted in compliance with 24 CFR 966.52(c) and 24 CFR 880.607 and the HUD Multi-Family model lease. This grievance procedure will be incorporated by reference in:

1. the Low Income Public Housing resident Lease,
2. the Project Based Rental Assistance House Rules, and
3. the Section 8 Voucher Administration Plan

A copy will also be provided to all resident families and to all resident organizations affected by it. The laws governing this grievance procedure are in section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. § 1437d (k) and sub-part B of 24 Code of Federal Regulations part 966 (24 CFR § 966.50 - 966.57 and 24 CFR 880.607).

#### II. GENERAL PROVISIONS

##### A. DEFINITIONS

1. Calendar Days: Sunday through Saturday including national and other recognized holidays.
2. Community Service: Any non-exempt adult member of a resident household is required by HUD to perform Community Service hours each month. Failure to comply with the requirement will result in lease termination, if not cured and remedied as per HUD regulation.
3. Complainant: Any resident who presents a grievance, in the manner allowed by the procedure, to the KCDC Main Office or to the Development Management Office where the resident lives.
4. Drug-related Criminal Activity: The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in § 102 of the Controlled Substances Act (21 U.S.C. § 802) as from time to time amended.
5. Elements of Due Process: Procedural safeguard in an eviction action or termination of tenancy in a state or local court. They are:
  - a) Adequate notice to the Resident of the grounds for lease termination and/or eviction;
  - b) Right of the Resident to be represented by counsel;
  - c) Opportunity for the Resident to refute the evidence presented by KCDC, including the right to confront and cross examine witnesses and to present any defense which the Resident may have;
  - d) A decision based on the merits of the case.
6. Grievance: Any dispute with respect to KCDC action or failure to act in accordance with the lease or KCDC regulations which adversely affect the rights, duties, welfare, or status of the resident filing the complaint.
7. Guest: A person present in the apartment with the consent of a household member.
8. Hearing Officer: An impartial person or persons appointed by KCDC, in consultation with the
9. Knoxville Tenant Council, to hear grievances and make decisions regarding the grievance.
10. Hearing Panel: a panel selected by KCDC to hear grievances and render a decision regarding the grievance.
11. Notice: The term "notice," unless otherwise specifically stated, means written notice.

- a) Resident: The adult person(s), other than a live-in aide: Who lives in the unit and who executed the lease with KCDC as head of household, or if no such persons reside in the unit;
  - b) The person who resides in the unit, and who is the remaining head of the household with legal capacity to assume tenancy.
12. Resident Organization: An organization of KCDC residents, which includes any resident association at the development level, any resident management corporation, and specifically includes the Knoxville Tenant Council.

**B. WHEN THE GRIEVANCE PROCEDURE MAY BE USED**

I understand an adult resident in the assisted family may use the grievance procedure to settle any dispute that myself or another adult family member has about KCDC's action or a failure to act which I believe has a negative effect on the my rights, duties, welfare or status as provided for by the lease or KCDC regulations;

Denial of Assistance on the Basis of Ineligible Immigration Status: I understand a resident may request that KCDC 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. I further understand a resident 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.

**C. WHEN THE GRIEVANCE PROCEDURE DOES NOT APPLY**

I understand the Grievance Procedure does not apply for the following:

- 1. To disputes between residents which do not involve KCDC;
- 2. To class grievances involving groups of residents;
- 3. To beginning or negotiating policy changes between a resident, or groups of residents, and KCDC's Board of Commissioners; or
- 4. To the matters described in paragraph D (2) below.

**D. MATTERS REFERRED DIRECTLY TO THE COURT**

The Department of Housing and Urban Development (HUD) has determined that the law of the State of Tennessee requires that all courts give the Resident the opportunity for a hearing which provides the basic elements of due process [defined above in Part 2, A(5)] before eviction from a unit. Therefore, KCDC has elected and I understand the grievance procedure will not apply to any termination of tenancy or eviction that involves:

- 1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of KCDC, or
- 2. Any drug-related criminal activity on or off KCDC premises.
- 3. Alcohol abuse or a pattern of alcohol abuse that interferes with the health, livability or right to peaceful enjoyment of the premises of other residents or employees of KCDC.

**E. SETTLEMENT OF GRIEVANCES**

I understand the settlement of a grievance is a two-part process for the Low-Income Public Housing program and a one-part process for the Section 8 and Project Based Rental Assistance programs.

An informal hearing is provided for each housing program. This hearing is an informal conference between myself as resident, or my representative, and KCDC. In most cases the grievance can be settled during the informal conference. However, in the case of the Low Income Public Housing program, if I am not satisfied with the results of the informal conference, a formal grievance hearing can be requested. The procedures for the informal conference and the formal grievance hearing are provided below:

## 1. INFORMAL CONFERENCE

REQUESTING THE CONFERENCE: I understand I must present a written request for an informal conference to the Development Management Office or the KCDC Main Office within ten (10) calendar days after the event which is the subject of the grievance. (In the case of appealing and eviction, the request must be submitted within ten (10) calendar days following the date on the resident's Notice to Vacate). **I must clearly state that a conference is being requested in accordance with this grievance procedure.** Complaints concerning reasonable accommodation requests should be directed to the ADA Coordinator for review and determination. The informal conference is not available in cases of termination of tenancy or eviction to which the grievance procedure does not apply (Part 2 (C) and (D) above).

INFORMAL SETTLEMENT CONFERENCE: Within a reasonable time (generally within thirty (30) calendar days) after the request for the conference, KCDC will informally discuss the grievance with me, and/or my representative, in an attempt to settle the dispute.

SUMMARY OF THE OUTCOME OF THE INFORMAL CONFERENCE: Within a reasonable time (generally ten (10) days) after the informal settlement conference, KCDC will prepare a written summary of the informal discussion. A copy of the summary will be provided to me and a copy will be placed in my tenant record. The summary will give the names of those participating in the discussion, the date of the discussion, the proposed means for resolving the grievance and the specific reason for resolving the grievance as proposed. The summary will also specify the procedures I may take if I am not satisfied with the proposed resolution of the grievance. In the case of the Low Income Public Housing program, the next step would be to obtain a formal grievance hearing and in the cases of Project Based Rental Assistance and Section 8 housing programs, the next step would be to proceed to a court hearing.

FAILURE TO ATTEND THE INFORMAL SETTLEMENT CONFERENCE: If I am unable to attend the conference with good cause I understand I must notify KCDC prior to the scheduled conference. If I fail to attend the conference with no notice to KCDC, I understand my right to a hearing may be waived.

## 2. FORMAL GRIEVANCE HEARING (for the Low Income Public Housing program only)

REQUESTING THE HEARING: I understand if I am a resident of the Low Income Public Housing program and I am not satisfied with the results of the informal settlement conference, I must submit a written request for a Formal Grievance Hearing. The request must be submitted to the Development Management Office or the KCDC Main Office within ten (10) calendar days from the date of the mailing of the summary of the informal settlement conference. The written request must include the reasons for the grievance and the action or relief sought by me.

FAILURE TO REQUEST A HEARING: If I fail to request a hearing within ten (10) calendar days after the date of the mailing of the written summary of the informal settlement conference, KCDC's decision given at the informal conference becomes final and KCDC is not obligated to offer me a formal hearing. However, failure to request the hearing does not forfeit my right to later take court action to contest KCDC's decision on the grievance.

RIGHTS TO A FORMAL GRIEVANCE HEARING: To have the right to a Formal Grievance hearing, I understand the following prerequisites must be met:

- a. I am a resident of KCDC's Low Income Public Housing program
- b. I have completed the informal settlement conference procedure or have requested to by-pass the informal conference for good cause;
- c. I have requested a hearing in writing;
- d. If the dispute involves the amount of rent which KCDC claims I owe, I understand I must pay KCDC an amount of rent equal to the amount due and payable on the first of the month before the month in which the grievance took place. If the formal grievance hearing is delayed for any reason, I must continue to deposit the same amount in an escrow account each month until the dispute is resolved by decision of the hearing officer. I understand my failure to pay the required rent will result in the termination of the grievance procedure, unless KCDC has provided me with a written waiver because of extreme and undue hardship to myself or

other family members. 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.

#### F. SELECTION OF HEARING OFFICERS

1. Appointment of Hearing Officers: All grievance hearings will be conducted by an impartial person appointed by KCDC (a staff member has been designated to coordinate KCDC's efforts in complying with and fulfilling its responsibilities under Title II of ADA). The hearing officer (or ADA Coordinator) will not be a person who initiated or approved the KCDC action under review or a person supervised by that person. The appointment of persons to serve as hearing officers will be made as follows:
  - a) KCDC will develop a list of persons to serve as officers which may include, but is not limited to, KCDC staff, an attorney appointed by the Knoxville Bar Association, employees of community social services agencies, or other responsible persons in the community.
  - b) The names of potential appointees will be submitted to the Knoxville Tenant Council. Written comments, or objections to the appointment of a person, from the members of the Council, will be considered by KCDC before appointments are finally made.
  - c) KCDC will provide the resident associations and the Knoxville Tenant Council with a written list of all appointed hearing officers.

The names of persons who are appointed to serve as hearing officers are posted in the Management Development Office and are hereby incorporated by reference. This list will be updated as changes occur.

2. Assignment of a Hearing Officer: The ADA Coordinator will be the hearing officer for reasonable accommodation grievances. The assignment of a hearing officer for other grievance hearings will be made as follows:
  - a) All hearings will be held by a single hearing officer.
  - b) Assignment to a particular hearing will be made by KCDC subject to the availability of the hearing officer to serve for the hearing.
  - c) No KCDC staff person may be assigned as the hearing officer for a grievance contesting an action which was either initiated or approved by that person or a person under whom the hearing officer works or serves as a subordinate.
  - d) Hearing officers must disqualify themselves from hearing grievances that involve personal friends, relatives, persons with whom they have any business relationship, or grievances in which they have some personal interest. Also, hearing officers are expected to disqualify themselves if the circumstances of a grievance give a significant perception that the hearing officer could show partiality.

I understand if I wish to object to the assignment of a particular hearing officer on the grounds of partiality, the objection must be made before the hearing starts, otherwise the right to object is waived, and cannot be made thereafter. If a hearing officer fails to disqualify himself or herself as required in this section, KCDC will remove the officer from the list of persons appointed to hear grievances; invalidate the results of the grievance hearing in which the person should have, but did not, disqualify himself or herself; and schedule a new hearing with another hearing officer.

#### G. PROCEDURES GOVERNING FORMAL GRIEVANCE HEARINGS

1. Time, Place, and Notice: The assigned hearing officer will determine a time and place for the hearing that is convenient to me and KCDC, within a reasonable amount of time after I have completed all the prerequisites described in Part 2, E(2). The hearing officer will give written notice to me and KCDC specifying the time and place, and the procedures governing the hearing.

I understand if I or KCDC fail to appear at the scheduled hearing, the hearing officer may either postpone the hearing or declare that the party failing to attend has waived their right to a hearing. In either case, the hearing officer must notify me and KCDC of the determination. Failure to attend a

grievance hearing does not constitute a waiver of my right to contest KCDC's disposition of the grievance in a judicial proceeding.

2. **The Hearing:** The hearing will be held before a hearing officer assigned as described in Part 2, F(2). The hearing officer may render a decision without proceeding with the hearing if he or she determines that the issue has been previously decided in another proceeding. The hearing officer may receive oral or documentary evidence pertinent to the facts and issues raised by the complaint without regard to admissibility under the rules of evidence applicable to judicial proceedings.

**ORDERLY CONDUCT:** The hearing officer will require KCDC, myself, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to maintain order may result in exclusion from the hearing or in an unfavorable decision influenced by the disorderly conduct of the party.

**ENTITLEMENT TO RELIEF:** At the beginning of the hearing, I understand as the complainant, I must first make a showing of an entitlement to the relief sought. KCDC must justify its action or failure to act on the matter(s) which is the subject of the hearing.

**FAIR HEARING:** I as a resident will be given a fair hearing which includes:

- a) The opportunity, before the hearing, to examine and copy, for a nominal fee, any KCDC documents, including records and regulations that are directly relevant to the hearing. Documents that were not made available to the complainant cannot be used by KCDC during the grievance hearing.
- b) The right to be represented by counsel or other persons chosen as my representative and to have that person make statements on my behalf.
- c) The right to a private hearing unless I request a public hearing.
- d) The right to present evidence and arguments relevant to the grievance, to counter evidence relied on by KCDC and to confront and cross examine all witnesses who provide testimony or information in behalf of KCDC's position in the grievance.
- e) A decision based solely and exclusively on the facts presented at the hearing.

**TRANSCRIPT OF THE HEARING:** I or KCDC may arrange in advance, at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of the transcript.

**ACCOMMODATION TO PERSONS WITH DISABILITIES:** KCDC will provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If I am visually impaired, any notice delivered will be in an accessible format.

## H. DECISION OF THE HEARING OFFICER

Within a reasonable time after the completion of the hearing, the hearing officer will make a determination as to the merits of the grievance.

1. **WRITTEN DECISION:** The hearing officer will prepare a written decision which gives the reasons for the decision. A copy of the decision will be sent to both me and KCDC. KCDC will keep a copy of the decision in my resident record. An additional copy of the decision, with all names and identifying references deleted, will be kept by KCDC and may be reviewed by any prospective complainant, his or her representative, or hearing officer.
2. **EFFECT OF THE DECISION:** KCDC will be obligated by the written decision to take all actions, or refrain from any actions necessary to carry out the decision, unless the KCDC Board of Commissioners determine within a reasonable time, and promptly notify the me that:
  - a) The grievance does not concern action or failure to act on the part of KCDC which adversely affects the my rights, duties, welfare or status as provided for in the Dwelling Lease or KCDC regulations, or

- b) The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and KCDC.
- 3. In the case of a hearing where the hearing officer upholds KCDC's proposal to evict me, KCDC may not take action to regain possession of the unit until after my right to use and/or occupy the premises has been terminated by lawful notice. Such notice will not be given before the date the hearing officer's decision is delivered or mailed to me. The notice to vacate must be in writing and must inform me that:
  - a) Failure to move from the unit within the time identified by law, or on the date stated in the Notice of Termination from KCDC, whichever is later, will result in KCDC taking legal action against me; and
  - b) I may be required to pay court costs and attorney fees.
- 4. **MY RIGHTS TO JUDICIAL PROCEEDINGS:**  
A decision by the hearing officer or Board of Commissioners in favor of KCDC or which denies the relief I have requested, in whole or in part, does not constitute a waiver of, nor affect in any way the my rights to a trial or judicial review in any judicial proceedings I may wish to pursue.

### **III. NOTICES**

All notices under this grievance procedure will be considered delivered:

- A. When personally given to me or an adult member of my household,
- B. On the date received for or refused by the addressee, in the case of certified or registered U.S. Mail, or
- C. On the second day after placing the postage prepaid notice in the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.