

Annual PHA Plan <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: 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families.

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

Definitions.

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

A.	PHA Information.																																																				
A.1	<div><div>PHA Name: Knoxville’s Community Development Corporation</div><div>PHA Code: <u>TN003</u></div><div>PHA Type: <input checked="" type="checkbox"/> Standard PHA <input type="checkbox"/> Troubled PHA</div><div>PHA Plan for Fiscal Year Beginning: <u>07/2024</u></div><div>Total PHA Inventory = 7,864 (8,097 w/pending PBV)</div><table><tr><th>Program</th><th>Count</th><th>Program</th><th>Count</th></tr><tr><td>Public Housing</td><td>FD196</td><td>Family Unification Program</td><td>18</td></tr><tr><td>RAD/PBRA/LIHTC</td><td>3,375</td><td>Non-Elderly Disabled</td><td>175</td></tr><tr><td>Housing Choice Vouchers</td><td>2,792</td><td>Veterans Supportive Housing</td><td>150</td></tr><tr><td>Moderate Rehab Vouchers</td><td>50</td><td>Project-Based Vouchers (PBV)</td><td>635 (Additional 233 Pending)</td></tr><tr><td>Mainstream (Non-Elderly)</td><td>140</td><td>AHAP</td><td>145</td></tr><tr><td>Mainstream</td><td>100</td><td>Emergency Housing</td><td>63</td></tr><tr><td>Fostering Youth to Independence Initiative</td><td>25</td><td></td><td></td></tr></table><div>PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</div><div>Availability of Information. PHAs must have the elements listed below 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.</div><div><input type="checkbox"/> PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below)</div><table><tr><th rowspan="2">Participating PHAs</th><th rowspan="2">PHA Code</th><th rowspan="2">Program(s) in the Consortia</th><th rowspan="2">Program(s) not in the Consortia</th><th colspan="2">No. of Units in Each Program</th></tr><tr><th>PH</th><th>HCV</th></tr><tr><td>Lead PHA:</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table></div>	Program	Count	Program	Count	Public Housing	FD196	Family Unification Program	18	RAD/PBRA/LIHTC	3,375	Non-Elderly Disabled	175	Housing Choice Vouchers	2,792	Veterans Supportive Housing	150	Moderate Rehab Vouchers	50	Project-Based Vouchers (PBV)	635 (Additional 233 Pending)	Mainstream (Non-Elderly)	140	AHAP	145	Mainstream	100	Emergency Housing	63	Fostering Youth to Independence Initiative	25			Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:											
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B.	Plan Elements
B.1	<p>Revision of Existing PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA?</p> <p>Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Statement of Housing Needs and Strategy for Addressing Housing Needs</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Financial Resources.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Rent Determination.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Operation and Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Grievance Procedures.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Homeownership Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Community Service and Self-Sufficiency Programs.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Safety and Crime Prevention.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Pet Policy.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Asset Management.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Significant Amendment/Modification</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each revised element(s):</p> <p>(c) The PHA must submit its Deconcentration Policy for Field Office review.</p> <p>A copy of KCDC's Deconcentration Policy has been added as an attachment to the Plan.</p> <p>KCDC will affirmatively market housing to all eligible income groups. Lower income residents will not be steered toward lower income properties and higher income residents will not be steered toward higher income properties. Toward this end, KCDC will:</p> <ul style="list-style-type: none"> • Provide information and referral services that link residents to supportive services, such as child care, job training and placement programs and casemanagement; • 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. <p>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.</p>
B.2	<p>New Activities.</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year?</p> <p>Y N</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Hope VI or Choice Neighborhoods.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Mixed Finance Modernization or Development.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Demolition and/or Disposition.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Designated Housing for Elderly and/or Disabled Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Conversion of Public Housing to Tenant-Based Assistance.</p> <p><input checked="" type="checkbox"/> <input type="checkbox"/> Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Over-Income Families.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Occupancy by Police Officers.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Non-Smoking Policies.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Project-Based Vouchers.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Units with Approved Vacancies for Modernization.</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</p> <p>(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project-based units and general locations, and describe how project basing would be consistent with the PHA Plan.</p> <p><u>Hope VI/Choice Neighborhoods</u></p> <p>Western Heights 3-4/CNI: KCDC received a \$40 million HUD Choice Neighborhood Implementation Grant in 2022 to support the reconstruction of Western Heights Addition (3-4). The grant agreement was executed in the fourth quarter of 2022. KCDC will be going through the Section 18 application process (demolition and/or disposition) of 196 existing units within the 3-4 section (a detailed listing of buildings and units are included as an attachment to this Plan) in CY2023/CY2024 in order to facilitate the start of the CNI implementation plan. Approval to dispose of the real estate and improvements associated with the 3-4 section (e.g. all of the property and improvements at Western Heights not associated with the 3-1 or the Head Start) and/or demolition of the 196 units will be needed in CY2023 as part of the larger CNI redevelopment plan. As part of the CNI plan, all 196 units that are removed will be rebuilt across the various phases of the CNI over the next five years. The first phase of the CNI will be approximately 76 total units and will close and begin construction in the first or second quarter of 2024. That project is expected to be capitalized with 9% tax credit equity, hard debt, soft loans from KCDC, deferred fee, local, state and federal grants, CNI funds and other funding streams available to KCDC. The project will be mixed income and will include market units, tax-credit only units and tax credit units with project-based vouchers (replacement units). The project period for the entire CNI plan began in 2022 and will continue through 2028.</p>

	<p>Tenant Protection Vouchers: In connection with the Section 18 process for the Western Heights CNI, residents residing in the 196 units will receive tenant protection vouchers pursuant to CNI and Section 18 regulations.</p> <p><u>Mixed Finance Modernization or Development</u></p> <p>Mixed financial resources for the development of Project-Based Rental Assistance or Project-Based Voucher RAD conversion properties, Veterans Housing, Workforce/Mixed Income housing may include: Federal Housing Administration Loans, Fannie May, Freddy Max, Low Income Housing Tax Credits, taxable/tax-exempt Bonds, public housing funds where applicable, conventional debt financing (potentially within the Community Investment Tax Credit Program), equity or soft loans from KCDC or its affiliates/instrumentalities, KHDC, City of Knoxville, Knox County, National Housing Trust Funds, Federal Home Loan Bank, Tennessee Housing Trust Funds, donations/charitable contributions, private lenders in conjunction with Capital Funds, Operating Subsidy, Replacement Housing Funds, Community Development Block Grants, HOME funds, Choice Neighborhood Implementation Grant, hard debt, and other local, regional or federal grants or soft loans.</p> <p>Work-Force/Mixed Income Housing: KCDC currently has plans for the possible development of 20-100 units specifically for Work-Force / Mixed Income Housing. A suitable location has not been located at this time. However, there is potential for ground-up new construction or the rehabilitation of an existing building. Additionally, depending on the chosen site there is the possibility of demolition of existing structures. However, at this time KCDC does not anticipate the demolition of any existing structures within our portfolio for this project. Additional project-based subsidies could include: Low-Income Housing Tax Credit, Project-Based Vouchers, Community Investment Tax Credit, Conventional Debt, grants, soft loans or bonds.</p> <p><u>Demolition and/or Disposition</u></p> <p>To support the Western Heights Master Plan, KCDC received approval for three buildings (WH001, WH012 and WH057), which include 12 units (301-0001, 301-0002, 301-0065, 301-0066, 301-0193, 301-0194, 301-0195, 301-0196, 301-0197, 301-0198, 301-0199 and 301-0200). Demolition was completed during the fourth quarter of 2022.</p> <p>Section 18 demolition of 196 units within Western Heights (3-4) will begin during calendar year 2023 as noted previously in the Hope VI/Choice Neighborhood section of this Plan. Approximately 64 of these units will be demolished in the first quarter of CY2024. The existing Boy's and Girl's Club that is located on the same site as the 3-1 units will be extracted from any covenants or restrictions preventing recapitalization and renovations.</p> <p><u>Designated Housing for Elderly and/or Disabled Families</u></p> <p>Construction of fifty units included in Austin Phase III is scheduled to begin in the fourth quarter of 2023 and will be part of the Section 202 Program as mentioned in the "Expand the Supply of Affordable Housing" section below.</p> <p>KCDC is working with partners on the possible development of 30-80 units specifically for elderly families. A suitable location has not been located at this time. However, there is potential for ground-up new construction or the rehabilitation of an existing building.</p> <p><u>Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD</u></p> <ul style="list-style-type: none"> • Transfer of Assistance: KCDC does not anticipate Transfer of Assistance will be necessary during this 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 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 and include: HUD Multifamily Model Lease for Subsidized Programs form HUD-90105a, VAWA Lease Addendum form HUD-91067, Tenant Selection and Assignment Plans, House Rules and Grievance procedure. 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 greater of 10% or \$25 purely as a result of conversion, these increases will be phased-in over a 5-year period. • Choice Mobility Vouchers: KCDC will offer Choice Mobility vouchers for residents at RAD/PBRA-covered 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 period and limits moves to no more than 15% of assisted units in each RAD/PBRA property. • Project-Based Vouchers: As of the time of the draft preparation for the comment/review period there are 635 additional Project-Based Vouchers in the planning stages that do not have a HAP contract signed at this time and will not be available until units are ready for leasing. • 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, as applicable. • The remaining 196 units of Public Housing within the KCDC portfolio will convert to project-based vouchers during the reconstruction.
B.3	<p>Progress Report.</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><u>Expand the Supply of Affordable Housing</u></p> <ul style="list-style-type: none"> • Develop Partnerships: KCDC will continue to explore partnership opportunities with "for" and "not-for-profit" third party development groups to facilitate additional affordable housing in Knoxville. • Veterans Housing: Thirty-two units of new construction broke ground in the summer of 2023 and will focus on homeless veterans or veterans at risk of homelessness and is expected to be completed in the last quarter of CY2024. The project will be financed with 9% tax credit equity, hard debt, local, state and federal funds/grants (including but not limited to HOME, ARP, City of Knoxville funds, HUD CPF FY2023 grant), deferred fee, KCDC soft loans and other sources. The project will be subject to a 20-year HUD VASH HAP

contract that will cover 32-units to provide project-based subsidy to all residents. KCDC has partnered with the Veteran's Administration to implement this project.

- **Austin Phase II:** 180 units of housing will be completed by spring 2024. All 180 units are tax credit units with 45 also subject to a 20-year HAP contract for project-based subsidy.
- **Austin Phase III:** This project is expected to close and begin construction in the first or second quarter of 2024 on 161 units of tax credit affordable housing.
 - Forty-three units will be replacement units from the previous Austin Homes site and will be RAD PBRA or PBV units.
 - Fifty units will be part of the HUD Section 202 Program (housing for elderly and are expected to convert through RAD following construction completion. The remaining 68 units will be tax credit only units.
 - The project will be funded with 4% tax credits, MF TEBs, City of Knoxville funds, NHTF, deferred fees, KCDC soft loans, Section 202 Capital advance, hard debt and other sources. KCDC has partnered with an affiliate of Southeastern Housing Foundation who will serve as general partner on this project.
- **Five Points Infill:** KCDC will begin construction of 10-12 single-family homes on in-fill lots in the Five Points neighborhood in late 2023. These are existing vacant lots owned by KCDC. There will be a project-based voucher HAP contract covering all homes in the project. The project will be funded with hard debt, City of Knoxville funds, deferred fees, KCDC soft loans, NHTF and other sources.

Improve the Quality of Affordable Housing

- KCDC has fully implemented software conversion across all departments to Yardi. With the implementation of this new software KCDC will be able to identify the most important renewal and replacement needs for each property within our portfolio.
- As part of the First Creek at Austin Homes Phase III new construction development, KCDC development partner, Southeastern housing Foundation, will be collaborating with KCDC to deliver resident supportive services as part of the HUD Section 202 PRAC program for 50 elderly households.
- As part of the Choice Neighborhoods implementation at Western Heights (3-4), new parks and community spaces are coming to the neighborhood and will anchor the overall community transformation.
- A 25-year partner at the Austin Homes site has returned to the site after reconstruction. The Lighthouse was a long-standing partner that provided social services and youth services to residents. A ribbon cutting ceremony was held in late 2023 to mark their return.
- KCDC has partnered with Matter Health, a Nashville-based health care company, to provide on-site health care at four high rise sites. These sites opened in 2022 and 2023. In 2024, KCDC and Matter Health will expand their partnerships to include Matter Mobile, dedicated in-home primary care for the smaller scattered elderly sites.
- Community Resource Fairs are continued to be held annually to bring partner social service agencies to the sites in order for residents to learn about and access available services. Each Fair has 15-25 partners who provide information on health services, food access, work force and job training programs, public safety and social service programs available in the community. KCDC will continue to identify partners and provide information and opportunities to residents as appropriate.
- KCDC has partnered with the Department of Energy's Oak Ridge National Laboratory (ORNL) Building Technologies Division to investigate the development of a net negative carbon multifamily property. KCDC is in the early phase of exploration.
- A partnership has been formed between KCDC, TVA, PERI, and ORNL to bring solar panels to the 32-unit Liberty Place site scheduled to open in late 2024. This will be KCDC's first development to incorporate alternative energy sources.
- Western Heights (3-1): Renovation of 232 units of the 3-1 section of Western Heights is currently on going. Finances with 4% LIHTCs, Multifamily tax-exempt bonds, and soft loans. Renovation expected to be completed in the middle of 2024.

The table below reflects HAP contract effective dates for properties that have successfully converted from Low-Income Public Housing to RAD/PBRA/LIHTC.

Converted Properties from LIPH to RAD/PBRA/LIHTC			
Property Name	Housing Program	Contract Number	Effective Date
Autumn Landing/Nature's Cove	PBRA	TN37RD00001	04/01/2016
Mechanicsville	PBRA	TN37RD00004	02/01/2017
Valley Oaks	PBRA	TN37RD00003	02/01/2017
Five Points Senior Duplexes	PBRA	TN37RD00005	02/01/2017
Residences at Five Points I (FPI)	PBRA/LIHTC	TN37RD00002	08/01/2017
Residences at Lonsdale	PBRA/LIHTC	TN37RD00008	10/01/2017
North Ridge Crossing	PBRA/LIHTC	TN37RD00009	10/01/2017
Vista at Summit Hill	PBRA/LIHTC	TN37RD00010	10/01/2017
The Verandas	PBRA	TN37RD00011	12/01/2017
Five Points Family Multiplexes	PBRA	TN37RD00012	12/01/2017
Five Points 2	PBRA/LIHTC	TN37RD00007	04/01/2018
Five Points 3	PBRA/LIHTC	TN37RD00014	06/01/2018
Montgomery Village	PBRA	TN37RD00021	12/01/2018
Passport Homes/Residences	PBRA/LIHTC	TN37RD00016	12/01/2018
Five Points 4	PBRA/LIHTC	TN37RD00023	07/01/2019
Love Towers	PBRA	TN37RD00024	10/01/2019
Isabella Towers	PBRA	TN37RD00025	11/01/2019
Residences at Eastport I	PBRA	TN37RD00027	12/01/2019
Residences at Eastport II	PBRA/LIHTC	TN37RD00028	12/01/2019
Cagle Terrace	PBRA	TN37RD00036	12/01/2020
Austin Homes (First Creek Phase I/Bell Street)	Mixed Income: PBRA/RAD/LIHTC, LIHTC, Market Rate	TN37RD00030	09/01/2020
Northgate Terrace	PBRA	TN37RD00042	05/01/2022
Western Heights (3-1)	PBRA/LIHTC (Income Averaging)	TN37RD00045	12/01/2022

Increase Affordable Housing Choices

- **The Five Points Master Plan has reached the following milestones:**
 - New construction of 90 elderly/disabled units at the Residences at Five Points I is complete and is in full operation.
 - New construction of 84 family units at Five Points II is complete and in full operation.
 - New construction of 80 family units at Five Points III is complete and in full operation.

	<ul style="list-style-type: none"> ○ New construction of 82 family units at Five Points IV is completed and in full operation. ○ Construction is under way for construction of 10-12 in-fill single-family homes as part of the final phase Five Points Master Plan. <p>• The Austin Homes Master Plan:</p> <p>KCDC was awarded a Multi-Phase Portfolio Project-Based Rental Assistance/LIHTC conversion as part of The Austin Homes Master Plan. This award includes the multi-phase construction of approximately 420 residential units of mixed income housing, a comprehensive redesign of site infrastructure, improvement of site topography, redesign of public roads and sidewalks, installation of new underground utilities, creation of large green space/recreation areas and other non-residential commercial or community facilities.</p> <ul style="list-style-type: none"> ○ Phase I – This phase includes 105 total units consisting of 43 RAD replacement subsidized, 36 low-income housing tax credit (LIHTC) only units and 26 units of workforce housing. Unit set asides for this phase include 21 units at or below 50% AMI, 58 units at 60% of AMI or below and 26 units between 80% and 100% of AMI. This project was completed in the second quarter of 2022 and is fully leased and stabilized. ○ Phase II – Construction is underway for Phase II of the Austin Homes Master Plan with an estimated completion date of February 2024. This phase includes 180 total units with 45 units serving families at or below 30% AMI; 95 units serving families at or below 60% AMI; and 40 units serving families at or below 80% AMI. ○ Phase III – Construction is expected to begin mid-2024 for Phase III of the Austin Homes Master Plan. This phase includes 161 total units with 43 units serving families at or below 60% AMI and 64 units serving families up to 80% AMI. ○ Infrastructure Development – Infrastructure development at Austin Homes was complete as of early 2022. To-date, over \$12M of development funds have been invested in new public roads, sidewalks, underground utilities and storm water facilities. <p>• Northgate Terrace</p> <p>Utilizing loan funds, major renovations are underway at Northgate Terrace and include new kitchens, new flooring, and major plumbing system needs. Renovations are expected to be completed in the first quarter of 2024.</p> <p>• Western Heights (TN00300001)</p> <p>KCDC intends to utilize 4% tax credits and bonds, combined with loan funds to renovate the complex. With the demolition described above the existing 244 units were reduced to 232. Major renovations include new roofs, new porches and doors, landscaping and improved ADA accessibility.</p> <p><u>Update Regarding Improved Affordable Housing Living Environments</u></p> <p>KCDC currently manages nine elderly/disabled designed properties to include: Cagle Terrace, Cottages at Clifton, Residences at Five Points I, Five Points Senior Duplexes, Love Towers, Northgate Terrace, Residences at Eastport I, Residences at Eastport II and The Verandas.</p> <p>KCDC has partnered with Matter Health to open wellness centers in the lobby of the four high-rise properties: Love Towers, Cagle Terrace, Northgate Terrace and Isabella Towers. These centers provide primary care services to all residents regardless of insurance status.</p> <p>Additional resident supportive services will be provided as part of the HUD Choice Neighborhood Implementation Grant at Western Heights (3-4).</p> <p><u>Update Regarding Self-Sufficiency and Asset Development of Assisted Households</u></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>
B.4	<p>Capital Improvements. Include a reference here to the most recent HUD-approved 5-Year Action Plan in EPIC and the date that it was approved.</p> <p>KCDC's received HUD-approval on 7/11/23 for the most recent 5-Year Action Plan for 2023-2027. A copy of the approved 5-Year Action Plan from EPIC has been attached as a supporting document to this Plan.</p>
B.5	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit? Y <input type="checkbox"/> N <input checked="" type="checkbox"/></p> <p>(b) If yes, please describe:</p> <p>KCDC's fiscal audit, with year-ending 6/30/23, noted there was a lack of effective controls over cybersecurity and was the subject of two cybersecurity attacks during the fiscal year.</p> <ul style="list-style-type: none"> • KCDC underwent a phishing attack which led KCDC to pay fraudulent invoices of approximately \$2,000,000. KCDC was able to recover approximately \$1,000,000. The remaining amount not recovered was recorded as an expense. • KCDC underwent a ransomware attack which led to lost information technology. KCDC was unable to recover access to scanned supporting documents for the period July 1, 2022, through October 31, 2022. As a result, KCDC was not able to produce certain supporting documents for cash disbursements, receipts and move-out tenant files. <p>Auditor recommendations include KCDC to implement information technology and cybersecurity controls to ensure all data is properly and securely backed up and protected. Additionally, KCDC should implement additional controls to ensure payments made for vendors are valid and appropriate.</p> <p>After considerable consultation with external parties and internal controls review, KCDC has submitted the following corrective action plan:</p>

	<ul style="list-style-type: none"> KCDC is currently in the process of developing three plans designed to ensure our data is secure against all types of threats including: natural disasters, cyberattacks, system failures, etc. Implementation of these plans is expected to be complete by the end of February 2024. <ul style="list-style-type: none"> Disaster Recovery Plan Data Loss Prevention Plan Cybersecurity Incident Response Plan Accounts payable internal controls expanded to mitigate vendor payment risks. <p>Note: The complete Schedule of Findings and Questioned Costs documentation has been included with the Plan (Attachment XX). Additionally, KCDC will be implementing multiple staff training programs for additional education relating to cybersecurity within our agency.</p>
C.	Other Document and/or Certification Requirements.
C.1	Resident Advisory Board (RAB) Comments. <p>(a) Did the RAB(s) have comments to the PHA Plan? Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>(b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>
C.2	Certification by State or Local Officials. <p>Form HUD 50077-SL, <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>
C.3	Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. <p>Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
C.4	Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. <p>(a) Did the public challenge any elements of the Plan?</p> <p>Y N <input type="checkbox"/> <input checked="" type="checkbox"/></p> <p>If yes, include Challenged Elements.</p>
C.5	Troubled PHA. <p>(a) Does the PHA have any current Memorandum of Agreement, Performance Improvement Plan, or Recovery Plan in place? Y N N/A <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
D.	Affirmatively Furthering Fair Housing (AFFH).

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 #	TN37RD000002	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 #	TN37RD000016	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 #	TN37RD000021	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 #	TN37RD000021	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	Conversion Effective
Love Towers	TN003000007	PBRA	No	249	Elderly-Disabled	Elderly-Disabled	10/01/2019
		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	Conversion Effective
Isabella Towers	TN003000018	PBRA	No	236	Family	Family	11/01/2019
		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	Conversion Effective
Cagle Terrace	TN003000010	PBRA	No	274	Elderly-Disabled	Elderly-Disabled	12/01/2020
		Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		1	274	274	0		

Project	PIC Development ID	Conversion Type	Transfer of Assistance	Total Units	Pre-RAD Unit Type	Post-RAD Unit Type	Conversion Effective
Residences at Eastport I	TN003000009	PBRA	No	25	Elderly	Elderly	12/1/2019
		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	Conversion Effective
Residences at Eastport II	TN003000035	PBRA	No	60	Elderly-Disabled	Elderly-Disabled	12/1/2019
		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
Complete demolition as of 12/3/19		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 App submitted
Northgate Terrace	TN003000011	PBRA	No	277	Elderly	Elderly	2020
		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 App to be submitted
Western Heights	TN003000001	PBRA	No	232	Family	Family	2020
		Bedroom Type	# of Units Pre-Conversion	# of Units Post-Conversion	Change in Units per Bedroom		
		1	125	92	0		
		2	186	101	0		
		3	100	39	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. On March 15, 2022, President Biden signed into law the Consolidated Appropriations Act of 2022, which included the VAWA Reauthorization Act of 2022 (VAWA 2022). VAWA 2022, reauthorizes, amends, and strengthens VAWA by adding to and not replacing existing housing protections for survivors. 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
- Emergency Relocation Plan
- Emergency Relocation Request
- Comprehensive listing of assistance providers within the Knoxville area.

Note: As a result of the VAWA Reauthorization Act of 2022, HUD will be updating the forms mentioned above. KCDC will immediately implement these new forms upon release.

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, located at 400 Harriet Tubman Street, Knoxville, TN 37915, which houses multiple agencies that provide coordinated service from one location.

The Reauthorization Act of 2022 revises definitions of “Domestic Violence” and adds the definitions of Economic Abuse and Technological Abuse. The statutory definitions are as follows:

Domestic Violence

The term ‘domestic violence’ includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person, who:

- Is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
- Is cohabitating, or who has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Economic Abuse

The term “economic abuse”, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or maintain economic resource to which they are entitled, including using coercion, fraud, or manipulation to:

- Restrict a person’s access to money, assets, credit, or financial information;
- Unfairly use a person’s personal economic resources, including money, assets, and credit, for one’s own advantage; or
- Exert undue influence over a person’s financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has fiduciary duty.

Technological Abuse

The term “technological abuse” means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Nonretaliation

KCDC will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

KCDC shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

KCDC, residents, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
2. Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by governmental entities. Prohibited penalties include:
 - a. Actual or threatened assessment of monetary or criminal penalties, fines or fees.
 - b. Actual or threatened eviction.
 - c. Actual or threatened refusal to rent or renew tenancy.
 - d. Actual or threatened refusal to issue occupancy permit or landlord permit.

Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

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)¹ 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)** conversion² under the first component of the demonstration.³ 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.⁴

¹ 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.

² 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.

³ 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.

⁴ 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 residents⁵ 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.⁶ 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.

3. Applicable Legal Authorities

⁵ 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.

⁶ 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.

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

Stage	Activities
CHAP award)	
4. Receipt of RAD Conversion Commitment (RCC)	<ul style="list-style-type: none"> • 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)) • Provide residents with appropriate notice informing them if they will be relocated and any associated relocation assistance • Meet with residents to describe approved conversion plans and discuss required relocation
5. Closing/RAD conversion	<ul style="list-style-type: none"> • Generally, resident relocation should not begin until after the date of closing/conversion of assistance under RAD • 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 • PHAs seeking to move residents prior to closing must receive prior approval from HUD as described in Paragraph 9 of this Notice

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.⁷ 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

⁷ 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.⁸ 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 amount⁹, 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.¹⁰

- 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.

⁸ 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.

⁹ 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)

¹⁰ 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.¹¹

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.¹² 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).¹³
- 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))

¹¹ 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.

¹² 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.

¹³ 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.¹⁴

- 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**

¹⁴ 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)
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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.¹⁵
- 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
- 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

¹⁵ 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).¹⁶

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

¹⁶ 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
- 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 and in Spanish at 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.

- **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.

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.	<hr/>		
2.	<hr/>		
3.	<hr/>		

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.)



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)¹ 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)** conversion² under the first component of the demonstration.³ 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.⁴

¹ 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.

² 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.

³ 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.

⁴ 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 residents⁵ 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.⁶ 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.

3. Applicable Legal Authorities

⁵ 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.

⁶ 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.

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

Stage	Activities
CHAP award)	
4. Receipt of RAD Conversion Commitment (RCC)	<ul style="list-style-type: none"> • 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)) • Provide residents with appropriate notice informing them if they will be relocated and any associated relocation assistance • Meet with residents to describe approved conversion plans and discuss required relocation
5. Closing/RAD conversion	<ul style="list-style-type: none"> • Generally, resident relocation should not begin until after the date of closing/conversion of assistance under RAD • 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 • PHAs seeking to move residents prior to closing must receive prior approval from HUD as described in Paragraph 9 of this Notice

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.⁷ 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

⁷ 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.⁸ 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 amount⁹, 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.¹⁰

- 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.

⁸ 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.

⁹ 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)

¹⁰ 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.¹¹

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.¹² 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).¹³
- 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))

¹¹ 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.

¹² 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.

¹³ 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.¹⁴

- 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

¹⁴ 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)
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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.¹⁵
- 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
- 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

¹⁵ 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).¹⁶

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

¹⁶ 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
- 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 and in Spanish at 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.

- 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.

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.	<hr/>		
2.	<hr/>		
3.	<hr/>		

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 Program - Five-Year Action Plan

Status: Draft

Approval Date:

Approved By:

Part I: Summary						
PHA Name : Knoxville's Community Development Corp.		Locality (City/County & State)				
PHA Number: TN003		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revised 5-Year Plan (Revision No:)				
A.	Development Number and Name	Work Statement for Year 1 2024	Work Statement for Year 2 2025	Work Statement for Year 3 2026	Work Statement for Year 4 2027	Work Statement for Year 5 2028
	WESTERN HEIGHTS ADDITION (TN003000001)	\$500,348.00	\$342,075.00			

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
02/28/2022

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2024				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	WESTERN HEIGHTS ADDITION (TN003000001)			\$500,348.00
ID0017	Administrative Fees (Western)(Administration (1410)-Other)	Admin Fees		\$50,034.00
ID0018	Demolition (Western)(Dwelling Unit - Demolition (1480),RAD Funds Pre Closing (1480))	Demolition (Western)		\$450,314.00
	Subtotal of Estimated Cost			\$500,348.00

Form HUD-50075.2(4/2008)

Form HUD-50075.2(4/2008)

Form HUD-50075.2(4/2008)

Form HUD-50075.2(4/2008)

Capital Fund Program - Five-Year Action Plan

Status: Approved

Approval Date: 07/11/2023

Approved By: CROSS, JOHN

Part I: Summary						
PHA Name : Knoxville's Community Development Corp.		Locality (City/County & State)				
PHA Number: TN003		<input checked="" type="checkbox"/> Original 5-Year Plan <input type="checkbox"/> Revised 5-Year Plan (Revision No:)				
A.	Development Number and Name	Work Statement for Year 1 2023	Work Statement for Year 2 2024	Work Statement for Year 3 2025	Work Statement for Year 4 2026	Work Statement for Year 5 2027
	WESTERN HEIGHTS ADDITION (TN003000001)	\$500,348.00	\$382,411.00	\$310,564.00	\$238,717.00	\$146,011.00

Capital Fund Program - Five-Year Action Plan

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
2577-0274
02/28/2022

Part II: Supporting Pages - Physical Needs Work Statements (s)				
Work Statement for Year 1 2023				
Identifier	Development Number/Name	General Description of Major Work Categories	Quantity	Estimated Cost
	WESTERN HEIGHTS ADDITION (TN003000001)			\$500,348.00
ID0014	Administrative Fees (Western Heights)(Administration (1410)-Other)	Admin Fees		\$50,034.00
ID0015	RAD Funds Pre-Closing (Western)(RAD Funds Pre Closing (1480))	RAD Pre Close		\$450,314.00
	Subtotal of Estimated Cost			\$500,348.00

Form HUD-50075.2(4/2008)

Form HUD-50075.2(4/2008)

Form HUD-50075.2(4/2008)

Form HUD-50075.2(4/2008)

Annual Statement/Performance and Evaluation Report
 Capital Fund Program, Capital Fund Program Replacement Housing Factor and
 Capital Fund Financing Program

U.S. Department of Housing and Urban Development
 Office of Public and Indian Housing
 OMB No. 2577-0157
 Expires 11/30/2023

“Public reporting burden for this collection of information is estimated to average 2.2 hours. This includes the time for collecting, reviewing, and reporting the data. The information requested is required to obtain a benefit. This form is used to verify allowable and reasonableness of grant expenses. There are no assurances of confidentiality. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

PHA Name	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: FFY of Grant Approval:
----------	--	---

Type of Grant

☐ Original Annual Statement
 ☐ Reserve for Disasters/Emergencies
 ☐ Revised Annual Statement (revision no:

☐ Performance and Evaluation Report for Period Ending:
 ☐ Final Performance and Evaluation Report

Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations (may not exceed 20% of line 15) ³				
3	1408 Management Improvements				
4	1410 Administration (may not exceed 10% of line 15)				
5	1480 General Capital Activity				
6	1492 Moving to Work Demonstration				
7	1501 Collateralization Expense / Debt Service Paid by PHA				
8	1503 RAD-CFP				
9	1504 RAD Investment Activity				
10	1505 RAD-CPT				
11	9000 Debt Reserves				
12	9001 Bond Debt Obligation paid Via System of Direct Payment				
13	9002 Loan Debt Obligation paid Via System of Direct Payment				
14	9900 Post Audit Adjustment				

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB No. 2577-0157
Expires 11/30/2023

Part I: Summary					
PHA Name:	Grant Type and Number Capital Fund Program Grant No: Replacement Housing Factor Grant No: Date of CFFP:	FFY of Grant: FFY of Grant Approval:			
Type of Grant <input type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/Emergencies <input type="checkbox"/> Revised Annual Statement (revision no: _____) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: _____ <input type="checkbox"/> Final Performance and Evaluation Report					
Line	Summary by Development Account	Total Estimated Cost		Total Actual Cost ¹	
		Original	Revised ²	Obligated	Expended
15	Amount of Annual Grant:: (sum of lines 2 - 14)				
16	Amount of line 15 Related to LBP Activities				
17	Amount of line 15 Related Sect. 504, ADA, and Fair Housing Act Activities.				
18	Amount of line 15 Related to Security - Soft Costs				
19	Amount of line 15 Related to Security - Hard Costs				
20	Amount of line 15 Related to Energy Conservation Measures				
Signature of Executive Director *		Date	Signature of Public Housing Director		Date

* I certify that the information provided on this form and in any accompanying documentation is true and accurate. I acknowledge that making, presenting, or submitting a false, fictitious, or fraudulent statement, representation, or certification may result in criminal, civil, and/or administrative sanctions, including fines, penalties, and imprisonment.

¹ To be completed for the Performance and Evaluation Report.

² To be completed for the Performance and Evaluation Report or a Revised Annual Statement.

³ PHAs with under 250 units in management may use 100% of CFP Grants for operations.

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Annual Statement/Performance and Evaluation Report
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Office of Public and Indian Housing
OMB No. 2577-0157
Expires 11/30/2023

[illegible]

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

Annual Statement/Performance and Evaluation Report
Capital Fund Program, Capital Fund Program Replacement Housing Factor and
Capital Fund Financing Program

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

¹ Obligation and expenditure end dated can only be revised with HUD approval pursuant to Section 9j of the U.S. Housing Act of 1937, as amended.

KNOXVILLE COMMUNITY DEVELOPMENT CORPORATION

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

YEAR ENDED JUNE 30, 2023

Findings – Financial Statement Audit

Material Weakness

Cybersecurity and Information Technology

Criteria – KCDC lacked effective controls over cybersecurity and was the subject of two cybersecurity attacks during the fiscal year ended June 30, 2023.

Condition – During the course of our engagement, KCDC was not able to produce certain supporting documents for cash disbursements, receipts and move-out tenant files as these documents were lost as a result of a ransomware incident. Additionally, the KCDC underwent a phishing attack which led KCDC to pay fraudulent invoices of approximately \$2,000,000. KCDC was able to recover approximately \$1,000,000. The remaining amount not recovered was recorded as an expense.

Cause – KCDC underwent a ransomware attack during the fiscal year which resulted in KCDC losing information technology databases which impacted the document imaging software. All systems outside of web-based services were encrypted and access was lost to the servers and databases for a period of time, as a result, KCDC was unable to recover the access to scanned supporting documents for the period July 1, 2022 through October 31, 2022. Furthermore, KCDC underwent a phishing attack which led to the payment of fraudulent invoices.

Effect – KCDC cannot produce scanned documents for certain transactions and they lost approximately \$1 million as a result of the phishing attack.

Recommendation – We recommend KCDC to implement information technology and cybersecurity controls to ensure that all data is properly and securely backed up. Furthermore, we recommend KCDC to implement general information technology controls to ensure payments made for vendors are valid and appropriate. KCDC submits the following corrective action plan for the year ended June 30, 2023.

KNOXVILLE COMMUNITY DEVELOPMENT CORPORATION

Corrective Action Plan

YEAR ENDED JUNE 30, 2023

Cybersecurity and Information Technology

Management's Response – The Authority ("we") agrees with this finding and the auditors' recommendation. We have taken to following actions as of this writing:

1. We are in process of developing three plans designed to ensure that our data is secure against all types of threats including natural disasters, cyber-attacks, system failures, etc. Completion of these plans is scheduled for February 2024.
2. Disaster Recovery Plan
3. Data Loss Prevention Plan
4. Cybersecurity Incident Response Plan
5. We are 90% complete with upgrades to firewalls with enhanced unified threat management software. Planned completion of upgrades is February 2024.
6. We have implemented Exchange Online Threat Protection through Microsoft 365 G3 level security to all email.
7. We have implemented cloud based, immutable electronic storage of most data in addition to local backup devices.
8. We have completed a security architecture review and implemented the hardening measures suggested from the external consultant.
9. We have upgraded our endpoint protection to a managed service with 24 hour a day monitoring and immediate remediation efforts once a threat has been detected.
10. We have ongoing consultation with external IT security experts to ensure that we are taking all necessary and prudent actions to provide reasonable but not absolute assurance that all Corporation data is both secure and accessible for business purposes in accordance with best practices.
11. We have identified all critical software capable of being moved to the cloud and have completed that transition.
12. Cybersecurity training for end users will occur twice yearly beginning the first quarter of 2024.
13. Expanded accounts payable internal controls, implementing additional process steps to further mitigate risks.

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.
- 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.
 - 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	UNIT NO. & ADDRESS
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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

GRIEVANCE PROCEDURE

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

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), 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.
12. Resident: The adult person(s), other than a live-in aide:
 - a) 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.

13. **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

General Disputes with Property Management

I understand that grievances that are as a result of a dispute with management, that is not related to a Notice to Vacate or Termination of Tenancy, will be referred to KCDC staff in the following order as long as the matter remains unresolved:

- 1) The Housing Director in charge of supervising the management staff at the specific property or department;
- 2) The Vice President of housing in charge of supervising Housing Director(s);
- 3) The Chief Executive Officer who is the President and head of the Housing Authority;

If no resolution is found to the tenant's satisfaction, or at anytime in the process, the tenant may contact Housing and Urban Development directly to file a complaint. Phone numbers and forms for a variety of specific complaints may be found at https://www.hud.gov/complaints_home.

Appealing Notices to Vacate and Termination of Tenancy

I understand the settlement of a grievance to appeal a Notice to Vacate or a Termination of Tenancy 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 follow:

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 receipted 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.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION 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

Housing Choice Voucher Program

Home Ownership Program

Administrative Plan

July 1, 2024

ADMINISTRATIVE PLAN

* * *

SECTION 8 HOME OWNERSHIP PROGRAM

1. **GENERAL PROVISIONS.**

The Section 8 Home Ownership Program of Knoxville's Community Development Corporation (KCDC) permits eligible participants in the Section 8 Housing Choice Voucher Program, including participants with portable vouchers, the option of purchasing a home with their Section 8 assistance rather than renting. The home ownership option is limited to five percent (5%) of the total Section 8 voucher program administered by KCDC in any fiscal year, provided that disabled families shall not be subject to the 5% limit.

Eligible applicants for the Section 8 Home Ownership Program must have completed an initial Section 8 lease term, may not owe KCDC or any other Housing Agency an outstanding debt, and must meet the eligibility criteria set forth herein.

Section 8 home ownership assistance may be used to purchase the following type of homes within Knox County: existing or under construction single-family home, condominium, cooperatives, manufactured homes, or units not yet under construction at the time the family contracts to purchase the home and contingent upon approval of the environmental review report completed by the responsible entity or HUD prior to commencement of construction. KCDC also will permit portability of Section 8 home ownership assistance to another jurisdiction, provided the receiving jurisdiction operates a Section 8 Home Ownership Program for which the Section 8 home ownership applicant qualifies or authorizes KCDC to administer the home ownership assistance in their jurisdiction if funding is available. KCDC will also permit incoming portability provided the Section 8 Housing Choice Voucher program is not at capacity and if funding is available. If it is at capacity, the family porting in would be placed on a waiting list. If no funding is available, the initial housing agency must allow KCDC to bill the initial housing agency.

KCDC will maintain a list of those participants who call the Section 8 Home Ownership Program office and who are interested in and appear eligible for the program. Once an applicant has been screened and determined qualified for the program, the trainer/counselor will provide them with the time, date, and place of mandatory Financial Fitness Classes and have them complete an intake form for credit counseling offered by a credit counseling agency.

Once the participant has completed the Financial Fitness Classes and credit counseling, the participant will be considered either short term or long term as determined by their credit scores. Participants will work toward improving credit scores and establishing a savings account to acquire the 1% contribution the home buyer must use toward the purchase of a home.

2. FAMILY ELIGIBILITY REQUIREMENTS.

Participation in the Section 8 Home Ownership Program is voluntary. Each Section 8 home ownership participant must meet the general requirements for admission to the Section 8 Housing Choice Voucher Program as set forth in KCDC's Administrative Plan. Such Section 8 family also must be "eligible" to participate in the Section 8 Home Ownership Program. The additional eligibility requirements for participation in KCDC's Section 8 Home Ownership Program include that the family must: (A) be a first-time homeowner or have a member who is a person with disabilities; (B) with the exception of elderly and disabled households, meet a minimum income requirement without counting income from "welfare assistance" sources; (C) with the exception of elderly and disabled households, meet the requisite employment criteria; (D) have completed an initial lease term in the Section 8 Housing Choice Voucher Program; (Exceptions are displaced and involuntary displaced families. Exceptions for Project Based Voucher and Choice Mobility Voucher holders see section D below)

(E) have fully repaid any outstanding debt owed to KCDC or any other Housing Agency; (F) not defaulted on a mortgage securing debt to purchase a home under the home ownership option; and (G) not have any member who has a present ownership interest in a residence at the commencement of home ownership assistance.

A. First-Time Homeowner.

Each Section 8 family must be a first-time homeowner except for a disabled person requiring home ownership assistance as a reasonable accommodation. A "first-time homeowner" means that no member of the household has had an ownership interest in any residence during the three years preceding commencement of home ownership assistance. However, a single parent or displaced homemaker who, while married, owned a home with a spouse (or resided in a home owned by a spouse) is considered a "first-time homeowner" for purposes of the Section 8 home ownership option; and the right to purchase title to a residence under a lease-purchase agreement is not considered an "ownership interest." A member of a cooperative (as defined in § 982.4) also qualifies as a "first time homeowner."

B. Minimum Income Requirement.

(1) Amount of Income.

At the time the family begins receiving home ownership assistance, the head of household, spouse, and/or other adult household members who will own the home, must have a gross annual income of an amount equal to 2000 hours of annual full-time work

at the federal minimum wage. The full time employment requirement is mandatory at the initial purchase and, thereafter, in order for the family to be eligible for continued mortgage assistance.

In the event of loss of employment that results in employment income less than the amount equal to 2000 hours of annual full-time work, the household will be offered 60 days to secure new employment earnings in the amount equal to 2000 hours at the federal minimum wage. If at least one household member does not secure new employment income of at least 2000 hours annually at the federal minimum wage within the 60 day time period, the homeowner will be sent a notice of voucher cancellation.

An exception to the 60 day timeframe for securing new employment may be considered when a household member loses his/her job due to no fault of their own or long-term medical incapacitation.

The minimum income for a disabled person can be equal to the monthly Federal Supplemental Security Income benefit multiplied by 12 providing the individual is living alone or paying his or her share of food and housing costs.

(2) Exclusion of Welfare Assistance Income.

With the exception of elderly and disabled families, KCDC will disregard any "welfare assistance" income in determining whether the family meets the minimum income requirement. Welfare assistance includes assistance from Temporary Assistance for Needy Families ("TANF"); Supplemental Security Income ("SSI"); food stamps; general assistance; or other welfare assistance specified by HUD. The disregard of welfare assistance income under this section affects the determination of minimum monthly income in determining initial qualification for the home ownership program. It does not affect the determination of income-eligibility for admission to the Section 8 Housing Choice Voucher Program, calculation of the family's total tenant payment, or calculation of the amount of home ownership assistance payments.

C. Employment History.

With the exception of disabled and elderly households, each family must demonstrate that one or more adult members of the family who will own the home at commencement of home ownership assistance is employed with income equal to 2000 hours annually at the federal minimum wage and has been so continuously employed for one year prior to execution of the sales agreement. KCDC will examine the cause of interruption(s) in employment and the success of self-employment during the previous 12 months and determine on a case-by-case basis whether such interruptions are justified and self-employment is a reliable source of

income. In order to reasonably accommodate a family's participation in the program, KCDC will exempt families that include a person with disabilities and elderly from this requirement.

D. Completion of Initial Lease Term.

Applicants for and new participants in the Section 8 Housing Choice Voucher Program shall be ineligible for participation in the Section 8 Home Ownership Program until completion of an initial Section 8 lease term and the participant's first annual recertification in the Section 8 Housing Choice Voucher Program. Exception to this rule would be families that fell under the Displaced or Involuntarily Displaced preference on the waiting list. These families would be required to have completion of pre-purchase education, mortgage loan approval, and under contract to purchase property before the voucher expiration of 120 days. Tolling: Upon submittal of an accepted purchase contract, KCDC will suspend the term of the voucher. The term will be in suspension until the date KCDC provides notice that the contract and loan terms have been approved or denied. Additional extensions may be granted up to 60 days. This is called a tolling extension. Total voucher time may not exceed 120 calendar days

Section 8 participants that have completed an initial lease term in another jurisdiction may be able to participate in the Section 8 Home Ownership Program.

Section 8 Project Based Voucher participants may be eligible to participate in the Section 8 Homeownership Program after their first year in the Project Based Voucher program. After the first-year lease in the Project Based Voucher program a participant is eligible to apply for the Section 8 Housing Choice Voucher and once approved they may utilize their voucher to purchase a home if all eligibility requirements are met.

Section 8 Choice Mobility participants may be eligible to participate in the Section 8 Homeownership Program after their second year in the Rental Assistance Demonstration Program. After the second year in the Rental Assistance Demonstration Program a participant is eligible to apply for the Section 8 Choice Mobility Voucher and once approved, they may utilize their voucher to purchase a home if all eligibility requirements are met.

E. Repayment of Any Housing Agency Debts.

Participants in the Section 8 Housing Choice Voucher Program shall be ineligible for participation in the Section 8 Home Ownership Program in the event any debt or portion of a debt remains owed to KCDC or any other Housing Agency. Nothing in this provision will preclude Section 8 participants that have fully repaid such debt(s) from participating in the Section 8 Home Ownership Program.

F. Additional Eligibility Factors.

(1) Elderly and Disabled Households.

Elderly and disabled families are exempt from the employment requirements set forth in Section 2. C.above. In the case of an elderly or disabled family, KCDC will consider income from all sources, including welfare assistance in evaluating whether the household meets the minimum income required to purchase a home through the Section 8 Home Ownership Program.

(2) Preference for Participation in FSS Program.

Participants in KCDC's Section 8 Family Self-Sufficiency program shall have a preference for participation in the home ownership program if there is a waiting list.

Families moving toward Homeownership may be in FSS, but they should be exited from the FSS program (graduation or other exit) once the voucher is being used for homeownership payments (once the home has been purchased) through the Housing Choice Voucher Homeownership program.

(3) Prior Mortgage Defaults.

If a head of household, spouse, or other adult household member who execute a contract of sale, mortgage and loan documents has previously defaulted on a mortgage obtained through the Section 8 Home Ownership Program, the family will be ineligible to participate in the home ownership program.

3. FAMILY PARTICIPATION REQUIREMENTS.

Once a family is determined to be eligible to participate in the program, it must comply with the following additional requirements:

- (1) Complete a HUD certified home ownership counseling program approved by KCDC and open to any person regardless of race, color, national origin, religion, sex, familial status, creed, and disability/handicap prior to commencement of home ownership assistance;
- (2) Within a specified time as determined by the lender, locate a home the family proposes to purchase;
- (3) Submit a sales agreement containing specific components to KCDC for approval;
- (4) Allow KCDC or an independent KCDC contracted inspection agency to inspect the proposed home ownership dwelling to assure that the dwelling meets appropriate housing quality standards;
- (5) Obtain a non-KCDC independent home inspection covering major building systems;
- (6) Obtain KCDC approval of the proposed mortgage (which must comply with generally accepted mortgage underwriting requirements); and

- (7) Agree to the terms of KCDC's mortgage payment procedure by reviewing and signing the KCDC escrow agreement.
- (8) Enter into a written agreement with KCDC to comply with all of its obligations under the Section 8 program.

A. Home Ownership Counseling Program.

A family's participation in the home ownership program is conditioned on the family attending and successfully completing a minimum of eight hours of home ownership and housing counseling provided or approved by KCDC prior to commencement of home ownership assistance. If a family sells one home and purchases another one in the same jurisdiction, KCDC may require home ownership counseling. The counseling agency providing the counseling program shall either be approved by HUD or the program shall be consistent with the home ownership counseling provided under HUD's Housing Counseling program. KCDC may require any or all participating family members to participate in a KCDC-approved home ownership counseling program on a continuing basis as a condition of continued assistance in the home ownership program.

The pre-purchase home ownership and counseling program will cover home maintenance; budgeting and money management; credit counseling; fair housing; negotiating purchase price; information about the Real Estate Settlement Procedures Act (RESPA), truth-in-lending laws and avoiding predatory lenders; securing mortgage financing; finding a home; requirement of homeowner's insurance; and home maintenance.

B. Locating and Purchasing a Home.

(1) Locating a Home.

When KCDC determines the family is mortgage ready, a family shall have sixty (60) days to locate a home to purchase in an area of the participant's choice. A home shall be considered located if the family submits a proposed sales agreement with the requisite components to KCDC. For good cause, KCDC may extend a Section 8 family's time to locate the home for two additional thirty-

(30) day increments. During a Section 8 participant's search for a home to purchase, their Section 8 rental assistance shall continue pursuant to the Administrative Plan. If a Section 8 participant family is unable to locate a home within the time approved by KCDC, their Section 8 rental assistance through the Section 8 Housing Choice Voucher Program shall continue.

(2) Type of Home.

A family approved for Section 8 home ownership assistance may purchase the following type of homes within Knox County:

- (a) Units not yet under construction at the time the family

- contracts to purchase the home,
- (b) A home that is existing or under construction,
- (c) A single-family home,
- (d) A condominium,
- (e) A cooperative, or
- (f) A manufactured home to be situated on a privately owned lot or on a site that can be leased for a period of at least forty years and the home must be on a permanent foundation.

Units not yet under construction at the time the family contracts to purchase are contingent upon approval of an environmental review report completed by the responsible entity required under 24 CFR part 58 or by HUD requirements under 24 CFR part 50 prior to the commencement of construction. KCDC will consider a unit “under construction” if the footers have been poured at the time the family signs the contract to purchase.

The family also may purchase a home in a jurisdiction other than Knox County, provided the Housing Agency in the receiving jurisdiction operates a Section 8 Home Ownership Program for which the Section 8 home ownership applicant qualifies and administers the home ownership assistance in their jurisdiction. A family’s participation in the Section 8 Home Ownership Program will be subject to the Section 8 policies of the receiving jurisdiction.

(3) Bedroom Size.

KCDC may increase the payment standard for homeowners up to one bedroom size if a participant chooses to purchase a unit in an area that does not have the voucher size the participant holds. For example, if a participant has a two-bedroom voucher and wants to buy in an area that offers nothing less than three-bedroom units, KCDC may increase the voucher to the higher bedroom size.

(4) Purchasing a Home.

Once a home is located and the family signs a sales agreement approved by KCDC, the family shall close the mortgage as agreed in the sales contract.

(5) Failure to Complete Purchase.

If a Section 8 participant is unable to purchase the home within the maximum time permitted by KCDC, KCDC shall continue the family’s participation in the Section 8 Housing Choice Voucher Program. The family may not re-apply for the Section 8 Home

Ownership Program until they have completed an additional year of participation in the Section 8 Housing Choice Voucher Program following the initial determination of their eligibility for the home ownership option.

(6) Lease-Purchase

Families may enter into lease-purchase agreements while receiving Section 8 rental assistance. All requirements of the Housing Choice Voucher Program apply to lease-purchase agreements, except that families are permitted to pay an extra amount to the owner for purchase-related expenses. This is known as a "home ownership premium". Any "home ownership premium," defined as an increment of value attributable to the value of the lease-purchase right or agreement, otherwise known as the down payment, is excluded from KCDC's rent reasonableness determination and subsidy calculation, and must be absorbed by the family. When a lease-purchase participant family is ready to exercise their option to purchase through the Section 8 Housing Choice Voucher Homeownership program, they must notify the Home Ownership Trainer/Counselor at KCDC and apply for the home ownership assistance option. If determined eligible for home ownership assistance, the family may be admitted to the home ownership program and must meet all the requirements of these policies.

(7) Sell/Re-purchase

While participating in the Section 8 Home Ownership Program, after the first year, families may not move more often than one time per year. A participant may purchase another home providing no default exists, but the first home must be sold and the loan closed and the second home must be purchased and the loan closed before housing assistance payments can be made on the second home. KCDC will not permit cash back at closing on a repurchase when the Homeowner is purchasing another home through the KCDC Section 8 Homeownership Program.

C. Sales Agreement.

The family must provide to KCDC the offer to purchase or a sales agreement including a contingency that KCDC approve the sales contract. The sales agreement must provide for a Housing Quality Standards inspection by KCDC and the independent home inspection referred to in Section 3(D) and must state that the purchaser is not obligated to purchase unless such inspections are satisfactory to KCDC. The contract also must provide that the purchaser is not obligated to pay for any necessary repairs without approval by KCDC. The sales agreement must provide that the purchaser is not obligated to purchase if the mortgage financing terms are not approved by KCDC pursuant to Section 3(E). The sales agreement must also contain a seller certification that the seller is not debarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

D. Independent Initial Inspection Conducted.

To assure the home complies with the housing quality standards of the Section 8 Home Ownership Program, home ownership assistance payments may not commence until KCDC or an independent KCDC contracted inspection agency first

inspects the home. KCDC or an independent KCDC contracted inspection agency reserves the right to inspect the home during the time a homeowner is receiving housing assistance payments. A professional selected by the family also must complete an independent home inspection of existing homes covering major building systems. The independent home inspector must be a member of the American Society of Home Inspectors (ASHI) or a State of Tennessee licensed contractor and may not be a KCDC employee or contractor or other person under the control of KCDC. KCDC will not pay for the independent home inspection. A copy of the independent home inspection report must be provided to KCDC. KCDC may disapprove the unit due to information contained in the report or for failure to meet federal housing quality standards.

E. Financing Requirements.

The purchaser must pay a minimum down payment of 3% of the sales price if required by the lender, with at least 1% to be paid from the family's personal resources. The proposed financing terms must be submitted to and approved by KCDC prior to close of the loan. KCDC shall determine the affordability of the family's proposed financing. In making such determination, KCDC may take into account other family expenses, including but not limited to child care, unreimbursed medical expenses, education and training expenses, etc. Certain types of financing, including but not limited to balloon payment mortgages and variable rate mortgages, are prohibited and will not be approved by KCDC. If a mortgage is not FHA-insured, KCDC will require the lender to comply with generally accepted mortgage underwriting standards consistent with those of HUD/FHA, Ginnie Mae, Fannie Mae, Freddie Mac, Tennessee Housing Development Agency (THDA), the Federal Home Loan Bank, or other private lending institution.

F. Compliance with Family Obligations.

A family must agree, in writing, to comply with all family obligations under the Section 8 Housing Choice Voucher Program and KCDC's home ownership policies. These obligations include (1) attending ongoing home ownership counseling, as specified by KCDC; (2) complying with the mortgage terms; (3) notifying KCDC if family decides to sell or transfer the home while receiving home ownership assistance payments, (4) not

refinancing or adding debt secured by the home without prior approval by KCDC; (5) not obtaining a present ownership interest in another residence while receiving home ownership assistance; (6) supplying all required information to KCDC, including but not limited to annual verification of household income, notice of change in home ownership expenses, notice of move-out, and notice of mortgage default; and (7) having an automatic draft in place from homeowner's checking account to mortgage lender's HAP account to pay monthly mortgage payment. KCDC's Home Ownership Family Obligation policies are set forth in Appendix A.

G. Compliance Lien

Upon purchase of a home, the family must execute documentation as required by HUD and KCDC. Moving to another home in the same PHA jurisdiction, as well as buying another home in another PHA jurisdiction, is permitted with continued use of

home ownership assistance.

4. **AMOUNT OF ASSISTANCE.**

The amount of the monthly assistance payment will be based on three factors: the voucher payment standard for which the family is eligible; the monthly home ownership expense; and the family's household income. KCDC will pay the lower of either the payment standard minus the tenant share or the family's monthly home ownership expenses minus the tenant share. The Section 8 family will pay the difference.

A. **Determining the Payment Standard.**

The voucher payment standard is the fixed amount that HUD annually establishes as the "fair market" rent for a unit of a particular size located within the KCDC jurisdiction. In the home ownership program, the initial payment standard will be the lower of either (1) the payment standard for which the family is eligible based on family size; or (2) the payment standard which is applicable to the size of the home the family decides to purchase. The payment standard for subsequent years will be based on the higher of: (1) the payment standard in effect at commencement of the home ownership assistance; or (2) the payment standard in effect at the most recent regular reexamination of the family's income and size. The initial payment standard, for purposes of this comparison, shall not be adjusted even if there is a subsequent decrease in family size. KCDC will request HUD approval of a higher payment standard, up to 120% of the published Fair Market Rent limit, or increase the voucher by one bedroom size where warranted as a reasonable accommodation for a family that includes a person with disabilities. If the area where the family desires to purchase dictates a larger bedroom size than the family is eligible to receive, KCDC may increase the payment standard by one bedroom size.

B. **Determining the Monthly Home Ownership Expense.**

Monthly home ownership expense includes all of the following: principal and interest on the initial mortgage and any mortgage insurance premium (MIP) incurred to finance the purchase and any refinancing of such debt; real estate taxes and public assessments; homeowners insurance; maintenance expenses per KCDC allowance; costs of major repairs and replacements per KCDC allowance (replacement reserves); utility allowance per KCDC's schedule of utility allowances; principal and interest on mortgage debt incurred to finance major repairs, replacements or improvements for the home including changes needed to make the home accessible; and homeowner association dues, fees or regular charges assessed, if any. Home ownership expenses for a cooperative member may only include KCDC-approved amounts for the cooperative charge under the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home; principal and interest on initial debt incurred to finance purchase of cooperative membership shares and any refinancing of such debt; homeowners insurance; the allowances for maintenance expenses, major repairs and replacements and utilities; and principal and interest on debt incurred to finance major repairs, replacements, or improvements, including changes needed to make the home accessible.

C. **Determining the Tenant Share**

The Tenant Share of rent is that portion of the home ownership expense that the family must pay. It is generally 30% percent of the family's adjusted income, plus any gap between the payment standard and the actual housing cost. All family income (including public assistance), will be counted to determine the family's adjusted monthly income for purposes of determining the amount of assistance.

With the final rule issued by HUD on September 12, 2000 there is a provision regarding the value of the home purchased under the Housing Choice Voucher homeownership option and how the home value is treated for the purpose of determining the family's income. The rule exempts the home purchased with the voucher assistance from being counted as an asset for the first 10 years after the closing date. This exemption terminates after a family's 10th year of participation in the program. The value of the home will be included in the "net family assets" starting in the eleventh year following the purchase of the home.

D. Home Ownership Assistance Options

KCDC may offer two types of home ownership assistance. The family may choose to receive monthly home ownership assistance payments described in the previous pages of this administrative plan or, when HUD announces in the Federal Register that funds are available, receive a single down payment assistance grant. The grant may not exceed twelve times the difference between the payment standard and the total tenant payment. The grant will be paid in one lump sum to the lender at closing. At that time, the family would relinquish the Section 8 voucher. A family can revert to renting after 18 months of receiving the lump sum payment.

The down payment assistance grant must be applied to the down payment and/or closing cost. Reasonable and customary closing costs are estimated at 4-5% of the total of all the loan amounts (first, second, mortgages, etc.) and include but are not limited to loan origination fee, appraisal fee, credit report, tax service fee, mortgage insurance (MPI/PMI), home inspection fee, title insurance, and flood zone determination.

If a family member was an adult when the family used one form of home ownership assistance, that person cannot use the other form at any PHA. A PHA may not provide home ownership assistance if any member was an adult member of a family at the time such family received assistance under the home ownership option and defaulted on the mortgage securing purchase of the home.

E. Payment to Lender

KCDC will provide the lender with notice of the amount of the homeownership assistance payment prior to close of the loan and will pay KCDC's contribution toward the family's home ownership expense directly to the lender. KCDC reserves the right to pay the homeownership assistance payment to the homeowner if/when the homeownership assistance payment is less than \$100. It will then become the homeowner's responsibility to make the full mortgage payment to the lender.

If the home ownership assistance payment is more than the mortgage payment,

KCDC will pay the mortgage payment to the lender and the balance of the home ownership assistance payment will be paid to the homeowner.

F. Recapture

KCDC will not recapture the Homeownership Voucher payments unless there was an act of fraud or misrepresentation of a material fact in order to obtain benefit.

5. **TERMINATION OF SECTION 8 HOME OWNERSHIP ASSISTANCE.**

A. Grounds for Termination of Home Ownership Assistance.

(1) Failure to Comply with Family Obligations under the Section 8 Program or KCDC's Home Ownership Policies.

A family's home ownership assistance may be terminated if the family fails to comply with its obligations under the Section 8 Home Ownership Program, KCDC home ownership policies, or if the family defaults on the mortgage. The family must attend and complete ongoing home ownership and housing counseling classes when required by KCDC. The family must comply with the terms of any mortgage incurred to purchase and/or refinance the home. The family must provide KCDC:

- (a) Written notice of any sale or transfer of any interest in the home;
- (b) Any plan to vacate the home prior to the move;
- (c) The family's household income and homeownership expenses on an annual basis;
- (d) Any notice of mortgage default received by the family; and
- (e) Failure to comply with the KCDC escrow agreement for monthly mortgage payments
- (f) Any other notices which may be required pursuant to KCDC home ownership policies.

Except as otherwise provided in this Section, the family must notify KCDC if family decides to sell or transfer the home while receiving home ownership assistance payments.

(2) Occupancy of Home.

Home ownership assistance will only be provided while the family resides in the home. If the family moves out of the home, KCDC will not continue home ownership assistance commencing with the month after the family moves out. Neither the family nor the lender is obligated to reimburse KCDC for home ownership assistance paid for the month the family moves out.

(3) Changes in Income Eligibility.

A family's home ownership assistance may be changed in the month following annual recertification of the household income, but participation in the Section 8 Home Ownership Program shall continue until such time as the assistance payment amounts to \$0 for a period of six (6) consecutive months.

(4) Maximum Term of Home Ownership Assistance.

Notwithstanding the provisions of Section 5(A), subparagraphs 1 through 3, except for disabled and elderly families, a family may receive Section 8 home ownership assistance for not longer than

ten (10) years from the date of close of the loan unless the initial mortgage incurred to finance purchase of the home has a term that is 20 years or longer, in which case the maximum term is 15 years. Families that qualify as elderly at the commencement of home ownership assistance are not subject to a maximum term limitation. Families that qualify as disabled families at the commencement of home ownership assistance or at any time during the provision of home ownership assistance are not subject to a maximum term limitation. If a disabled family or elderly family ceases to qualify as a disabled or elderly family, the appropriate maximum term becomes applicable from the date home ownership assistance commenced; provided, however, that such family shall be eligible for at least six additional months of home ownership assistance after the maximum term becomes applicable. The time limit applies to any member of the household who has an ownership interest in the unit during any time that home ownership payments are made, or is a spouse of any member of the household who has an ownership interest. The maximum term is cumulative. If a participant sells one home and buys another, the accumulated time on the first home carries forth to the second.

B. Procedure for Termination of Home Ownership Assistance.

A participant in the Section 8 Home Ownership Program shall be entitled to the same termination notice and informal hearing procedures as set forth in KCDC's Administrative Plan for the Section 8 Housing Choice Voucher Program.

6. CONTINUED PARTICIPATION IN SECTION 8 HOUSING CHOICE VOUCHER PROGRAM.

A. Default on FHA and Non-FHA Insured Mortgage.

If the family defaults on a mortgage and any other secured debt that was incurred to purchase the home, they will not be issued a rental assistance voucher and will never be permitted to participate in the homeownership program.

B. Financial Hardship.

When a family may lose their home due to a financial hardship, KCDC may not commence continued tenant-based assistance for occupancy of a new unit so long as the family member owns any title or other interest in a prior home. The family must successfully sell the home and be cleared of all mortgage securing debt incurred to purchase the home, or any refinancing of such debt.

7. KCDC ADMINISTRATIVE FEE.

Monthly Assistance: For each month that home ownership assistance is paid by KCDC on behalf of the family, KCDC shall be paid the ongoing administrative fee described in 24 C.F.R. §982.152(b).

Lump Sum Down Payment Grant: For each down payment assistance grant made by the PHA, HUD will pay the PHA a one-time administrative fee in accordance with Section 982.152 (a) (1) (iii). The one-time administrative fee is initially set at an amount equal to six months of a PHAs on-going regular administration fee. (982.152(b)).

APPENDIX A: SECTION 8 HOME OWNERSHIP OBLIGATIONS

Statement of Homeowner Obligations Housing Choice Homeownership Voucher Program	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB Approval No. 2577-0169 (Exp. 04/30/2018)
Public Reporting Burden for this collection of information is estimated to average 0.25 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.		
This collection of information is authorized under Section 8(y) of the U.S. Housing Act. The information sets forth the family's obligations participating in the homeownership program under the Housing Choice Voucher Program.		

1. Homeowner Obligations. A family participating in the homeownership voucher program of the undersigned public housing agency (PHA) must follow the rules listed below in order to receive homeownership assistance. Any information the family supplies must be true and complete. Each family member (plus any PHA-approved live-in aide for rules associated with criminal activity or alcohol abuse) must:

A. Disclose and verify social security numbers and employer identification numbers, sign and submit consent forms for obtaining information (including criminal conviction records of adult household members), and supply any other information that the PHA or HUD determines to be necessary (including evidence of citizenship or eligible immigration status, information for use in determining eligibility to receive homeownership assistance, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition).

B. Submit any PHA-required reports on the family's progress in finding and purchasing a home.

C. Attend and satisfactorily complete any PHA-required homeownership and housing counseling.

D. Select and pay for a pre-purchase inspection by an independent professional inspector. The inspection must be conducted in accordance with PHA requirements.

E. Enter into a contract of sale with the seller of the unit and promptly provide a copy of the contract of sale to the PHA. The provisions of the contract of sale must comply with PHA requirements.

F. Obtain and maintain flood insurance for homes in special flood hazard areas.

G. Comply with the terms of any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).

H. Promptly notify the PHA in writing when (1) the family is away from the home for an extended period of time in accordance with PHA policies, and (2) before the family moves out of the home. Supply any information or certification requested by the PHA to verify that the family is living in the home or information related to family absence from the home.

I. Only use the assisted home for residence by the PHA-Approved family members, live-in aide or foster child. No other person may reside in the home. The home must be the family's only residence and no family member may have any ownership interest in any other residential property. Any legal profit making activities in the home must be incidental to the primary use of the home as a residence. The family must not lease any portion of the home or grounds.

J. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child, and request PHA written approval to add any other family member as an occupant of the home. Promptly notify the PHA in writing if any family member no longer lives in the home.

K. Supply any information as required by the PHA or HUD concerning: (1) any mortgage or other debt incurred to purchase the home, any refinancing of such debt (including information needed to determine whether the family has defaulted on the debt, and the nature of any such default), and information on any satisfaction or payment of the mortgage debt; (2) any sale or other transfer of any interest in the home; or (3) the family's homeownership expenses.

L. Promptly notify the PHA in writing if the family defaults on a mortgage securing any debt incurred to purchase the home.

M. Not commit fraud, bribery, or any other corrupt or criminal act in connection with any Federal housing program. Not engage in drug-related criminal activity or violent criminal activity. Not engage in other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Not abuse alcohol in a way that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises. Not engage in or threaten abusive or violent behavior toward PHA staff. Not engage in other criminal activity which may threaten the health or safety of persons performing a contract administration function or responsibility on behalf of the PHA (including PHA staff and PHA contractor/subcontractor/agent staff).

Form HUD-52649 (04//2015)
Ref. Handbook 7420.8

<p>N. Not lease, let, transfer or convey the home except to grant a mortgage on the home for debt incurred to finance purchase of the home or any refinancing of such debt.</p> <p>O. Not receive homeownership voucher program assistance while receiving another housing subsidy for the same home or a different unit under any duplicative Federal, State or local housing assistance program.</p> <p>P. Comply with any additional PHA requirements for family search and purchase of a home and continuation of homeownership assistance for the family. The PHA must attach to this document a list of any such requirements.</p> <p>2 Termination of assistance. Homeownership assistance may only be paid while the family is residing in the home. The PHA may deny or terminate homeownership assistance for any of the reasons listed below:</p> <p>A. The family violates or has violated any family obligation under section 1.</p> <p>B. Any member of the family has been evicted from federally assisted housing in the last five years, or any household member has been evicted from federally assisted housing for drug-related criminal activity in the last three years.</p> <p>C. A PHA has ever terminated assistance under the certificate or voucher program for any member of the family.</p> <p>D. The family currently owes any money to the PHA or another PHA in connection with Section 8 or public housing assistance. The family has not reimbursed any PHA for amounts paid to an owner under a housing assistance.</p>	<p>payments contract for rent, damages to the unit, or other amounts owed by the family. The family breaches an agreement with the PHA to pay amounts owed to a PHA, or amounts paid to an owner by a PHA.</p> <p>E. Any household member is subject to a lifetime registration requirement under a State sex offender registration program.</p> <p>F. Any household member has ever been convicted for manufacture or production of methamphetamine on the premises of federally assisted housing.</p> <p>G. The family fails to comply, without good cause, with any family self-sufficiency program contract of participation.</p> <p>H. The family fails, willfully and persistently, to fulfill any welfare-to-work program obligations.</p> <p>I. The family has been dispossessed from the home pursuant to a judgment order of foreclosure on any mortgage securing debt incurred to purchase the home (or any refinancing of such debt).</p> <p>J. The PHA determines that homeownership assistance has been provided for the maximum term permitted under the homeownership voucher program, or it has been 180 calendar days since the last homeownership assistance payment on behalf of the family.</p> <p>K. The PHA determines there is insufficient funding to provide continued homeownership assistance.</p>
KEEP THIS DOCUMENT FOR YOUR RECORDS	
FAMILY	
Name of Head of Household	Address, Telephone Number:
Names of Other Family Members	
Signature of Family Representative	Date
Public Housing Agency	
Name of PHA	Address, Telephone Number:
Knoxville's Community Development Corporation	P. O. Box 3550 Knoxville, TN 37927-3550 865-403-1234
PHA Representative Title	Counselor/Trainer
Signature of PHA Representative	Date:
Form HUD-52649 (04/2015) Ref. Handbook 7420.8	

Addendum to Statement of Homeowner Obligations

The following will become part of the HUD-52649 – Statement of Homeowner Obligations.

1. Family Self-Sufficiency participants have a preference for the Section 8 Housing Choice Voucher Program.
2. Each family must have completed an initial Section 8 lease term before being eligible for the Section 8 Housing Choice Voucher Program.
3. Participants must not have owned a home within the last three years (some exceptions do apply).
4. Family must purchase a home within 60 days of becoming mortgage ready. For good cause, two 30- day extensions will be allowed. Closing will be according to the sales contract.
5. Family members who sign the mortgage agreement must have an earned income of at least an amount equal to 2000 hours of annual full-time work at the federal minimum wage or receive income based on social security disability.
6. At least one person who will sign the mortgage agreement must be employed full-time with at least 2000 of annual income at the federal minimum wage and has been so continuously employed for one year prior to execution of the sales agreement. Full-time employment requirement must continue after initial purchase of home in order for homeowner to remain eligible for continued mortgage assistance.
7. A family approved for Section 8 home ownership assistance may purchase the following type of homes within Knox County: a home that is existing or under construction, a home not yet under construction at the time the family contracts to purchase the home contingent on approval of an environmental review report, a single-family home, a condominium, a cooperative, or a manufactured home to be situated on a privately owned lot or on a site that can be leased for a period of at least forty years and the home must be on a permanent foundation.
8. Families may enter into lease-purchase agreements.
9. The sales contract must provide that the seller certifies that they are not debarred, suspended, or subject to limited denial of participation and allow for a Knoxville's Community Development Corporation (KCDC) Housing Quality Standards inspection or an Independent KCDC Contracted Inspection Agency and an independent inspection conducted by a member of the American Society of Home Inspectors (ASHI).
10. A family may receive Section 8 home ownership assistance for no longer than ten (10) years from the date of close of escrow unless the initial mortgage incurred to finance purchase of the home has a term that is 20 years or longer, in which case the maximum term is 15 years. Families that qualify as elderly at the commencement of home ownership assistance are not subject to a maximum term limitation. Families that qualify as disabled families at the commencement of home ownership assistance or at any time during the provision of home ownership assistance are not subject to a maximum term limitation.

Homeowner Signature

Date

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

HOUSING CHOICE VOUCHER PROGRAM

FAMILY SELF SUFFICIENCY

ACTION PLAN

July 1, 2024

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I. Introduction

This document constitutes the Family Self Sufficiency (FSS) Program Action Plan for the FSS program operated by Knoxville's Community Development Corporation (KCDC). It was submitted to HUD on September 29, 2022

The purpose of the FSS Program is to promote the development of local strategies to coordinate the use of HUD assistance with public and private resources in order to enable eligible families to make progress toward economic security.

The purpose of the FSS Action Plan is to establish policies and procedures for carrying out the FSS program in a manner consistent with HUD requirements and local objectives.

This FSS Action Plan describes the KCDC's local policies for operation of the FSS program in the context of federal laws and regulations. The FSS program will be operated in accordance with applicable laws, regulations, notices and HUD handbooks. The policies in this FSS Action Plan have been designed to ensure compliance with all approved applications for HUD FSS funding.

The FSS program and the functions and responsibilities of PHA staff are consistent with KCDC's personnel policy and Agency Plan.

II. Program Objectives

KCDC's FSS program seeks to help families make progress toward economic security by supporting the family's efforts to:

- Increase their earned income
- Build financial capability
- Achieve their financial goals

The implementation of a Family Self-Sufficiency Program (FSS) is mandated by the National Affordable Housing Act of 1990. All public/Indian housing authorities that receive additional Section 8 Existing and/or conventional public housing units in FY 1993 and subsequent years must implement an FSS program. The objective of the FSS program is to promote economic self-sufficiency among participating families by reducing the dependency of low-income families on welfare assistance and on public and Section 8 housing assistance. References to the Public Housing Family Self-Sufficiency program have been removed from this plan because that program has been discontinued.

The housing authority is responsible for fulfilling its traditional role of providing subsidized housing. Additionally, the authority must establish an FSS program that provides assistance to participating families to obtain education, skills, and employment necessary to achieve self-sufficiency. The housing authority may leverage public and private sector resources to provide supportive services that assist families to achieve economic independence.

Knoxville's Community Development Corporation (KCDC) voluntarily established a Family Self-Sufficiency program in 1990. This program was designed to meet the FSS Guidelines and has been revised to comply with the Family Self-Sufficiency Final Rule effective May 27, 1994. Effective July 1, 2018, KCDC adopted a voluntary FSS program which will not exceed 50 FSS

participants. The Action Plan is reviewed yearly to reflect changes in the administration and distribution of services.

III. Program Size & Characteristics

A. Family Demographics

These tables describe the demographics of the population expected to be served by KCDC's Action Plan.

The FSS program will serve the following housing assistance programs

- Housing Choice Vouchers (HCV)
- Housing Choice Vouchers (HCV): HCV Homeownership
- Family Unification Program (FUP)
- Family Unification Program- Youth (FUP-Y)
- Fostering Youth to Independence Initiative (FYI)
- Emergency Housing Vouchers (EHV)
- Veterans Affairs Supportive Housing (VASH)
- Section 8 Moderate Rehabilitation(MOD-REHAB)

The following chart presents the characteristics typifying the residents of the Section 8 program. The analysis below documents very low-income families residing in subsidized housing, with the higher concentration being African-American families.

Section 8 Housing	
Race: Caucasian	1287
African-American	1795
Ethnicity: Hispanic	176
Head of Household (Sex)	2495 Female / Male 555
Average Family Size	2.22
Average Annual Income	\$14730

B. Supportive Services Needs

The following is a list of the supportive service needs of the families expected to enroll in KCDC's FSS program:

- Training in basic skills and executive function (including household management)

- Employment training, including sectoral training and contextualized and/or accelerated basic skills instruction
- Job placement assistance
- GED preparation
- Higher education guidance and support
- English as a Second Language
- Assistance accessing and paying for child care
- Transportation assistance
- Financial coaching, including assistance with budgeting, banking, credit, debt, and savings
- Access to counseling or treatment for substance abuse and mental health
- Dental care, health care, and mental health care including substance abuse treatment/counseling
- Homeownership readiness

This list of supportive services needs is based on experience with past FSS or other supportive service program participants and input from the PCC and other service provider partners.

C. Estimate of Participating Families

In the Section 8 FSS program, KCDC anticipates enrolling the amount needed to meet the minimum requirement size for the FSS program based on the number of rental vouchers KCDC received in FY 1991/1992, plus the number of additional voucher units reserved between FY 1993 and October 20, 1998 (excluding renewal funding for units previously reserved), and by subtracting the number of families that graduated on or after October 20, 1998 by fulfilling their contracts of participation and subtracting the current participants.

It is anticipated that these families will typify the demographic characteristics of the Section 8 families described above in III A. The controlling factor will be the availability of Section 8 funds to pay for the administrative costs of the program.

In recent years, KCDC has been funded for one (1) FSS Specialist. The minimum number of participants required to be served based on this funding is 50. Historically, KCDC's FSS Program has enrolled 67 families over a five-year period.

IV. Family Selection Procedures

A. Waiting List

If necessary, KCDC will maintain an FSS applicant waiting list for Section 8. All Section 8 voucher holders will be eligible to apply for the KCDC FSS program which also includes Housing Choice Vouchers (HCV), Homeownership, Family Unification Program (FUP) eligible Families and Family Unification Program-Youth (FUP-Y) eligible Youth, Fostering Youth to Independence Initiative (FYI), Emergency Housing Vouchers (EHV), Veterans Affairs Supportive Housing (VASH), and Moderate Rehabilitation (MOD-REHAB) units. A selection preference and motivational screening factors, as described below, will be used to select the FSS participants from the application lists.

B. Admissions Preference

- i. Applicants who have one or more family members currently enrolled in an FSS-related service program or on the waiting list will be given a preference for up to 50% of the slots in KCDC's FSS program. Within this preference group, the selection cycle will begin with the oldest application. Families who are currently in an FSS-related service program must have documentation of consistent work toward achieving their interim goals in order to receive preference for selection to the KCDC FSS program.
- ii. Selection of applicants who do not qualify for the preference will be based on the date of application. Once the available slots are filled using this process, the preliminary participants will enter the motivational screening phase of selection.

C. Screening for Motivation

FSS orientation sessions, pre-selection interviews and an assignment of FSS related tasks will be used to determine the family's willingness to undertake the obligations inherent in the FSS program. None of the motivational screening factors prohibited by HUD will be included. Applicants successfully completing this phase of screening, and in compliance with their lease, will be selected as FSS participants.

In the event the necessary supportive services are not available for selected applicants, they will maintain their position on the waiting list until the services can be arranged. They will then be offered the next available open slot.

D. Compliance with Non-Discrimination Policies

It is the policy of KCDC to comply with all Federal, State, and local nondiscrimination laws and regulations, including but not limited to the Fair Housing Act, the Americans with Disabilities Act, and Section 504 of the Rehabilitation Act of 1973. No person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the FSS program on the grounds of race, color, sex, religion, national or ethnic origin, family status, source of income, disability or perceived gender identity and sexual orientation. In addition, KCDC's FSS staff will, upon request, provide reasonable accommodation to persons with disabilities to ensure they are able to take advantage of the services provided by the FSS program (see Requests for Reasonable Accommodations).

The FSS program staff has the primary responsibility to make sure that participants are not discriminated against in the selection process. For families or individuals whose potential enrollment is in question, the FSS Specialist will review the file in the staff review meeting to ensure that non-selection is not based on discriminatory factors before the final decision is made. Applicants will be notified in writing of the reason(s) they were not selected for participation and will have the opportunity to appeal the decision (see Hearing Procedures). At all times, KCDC will select families for participation in the FSS program in accordance with FSS Regulations and HUD guidelines.

E. Denial of Participation

- i. An applicant family may be determined ineligible for the FSS program if they previously participated in a family self-sufficiency program and were terminated for failure to comply with the contract of participation. KCDC's FSS Specialist will determine if the applicant is now able to work toward self-sufficiency goals. If participation is granted, the family would not be entitled

to any selection preference. Applicants may also be denied participation if they owe money to KCDC or another housing authority.

- ii. Any family who previously participated in the FSS Program and completed the Contract of Participation with a release of escrow totaling \$5,000 or more will be ineligible to participate in the FSS Program again. Any family who voluntarily terminates their Contract of Participation for good cause will be granted a second opportunity to participate in the FSS Program. The family will be required to wait a period of six months before reapplying for the FSS program.
- iii. Any family that states they are “unable to work” and are not willing or able to seek and maintain suitable employment as required shall be denied participation in the FSS program. NOTE: Disabled individuals who state they are unable to work outside the home but are willing to explore in-home employment opportunities shall not be denied participation.
- iv. Any family that is currently engaged in or awaiting a hearing process with KCDC regarding participation in the Housing Choice Voucher Program may be determined ineligible.

F. Head of FSS Family

The head of the FSS family is designated by the participating family. KCDC may make itself available to consult with families on this decision, but it is the assisted household that chooses the head of the FSS family that is most suitable for their individual household circumstances. The designation or any changes by the household to the Head of FSS Family must be submitted to KCDC in writing.

V. Outreach

To ensure the widest possible recruitment of participants for the FSS program, KCDC will pursue a three-prong outreach approach: residents, community and social service agencies. All efforts will be conscientiously directed toward recruiting a broad representation of both minority and non-minority participants. Outreach materials such as posters and brochures will be designed to reflect the diversity of the participant population. Referrals, support and volunteer services will be sought from community groups and social service agencies that have frequent contact with minority groups as well as non-minority groups.

A. Outreach to KCDC Residents

Outreach directed to new voucher recipients provides most of the FSS enrollments. The FSS program is promoted by distributing brochures and annual mailings. Brochures are distributed both at voucher orientations for new voucher recipients and again when voucher holders come to the office to complete annual re-certifications. At the time of re-certification, the program will be explained in detail to the resident families. To ensure that no family is missed, each head of household will be asked to initial a statement indicating that the FSS program has been explained to them. Anyone who is interested in participating will be put in contact with the Section 8 Family Self-Sufficiency Specialist to begin the intake process or to be placed on a waiting list, if necessary.

Outreach to residents will be an ongoing process. Program brochures and posters will be placed in the KCDC Section 8 admissions office to apprise voucher holders of the

availability of the program. The Section 8 staff will explain the FSS program during the briefing session for the new voucher holder. Information about the program and the application process will be included in the briefing packet. During the lease signing for Section 8, the family will be reminded of the opportunity to apply for participation in the FSS program.

B. Community Outreach

It is important that the community-at-large be informed about the FSS program. An awareness that residents of KCDC housing are striving to reduce their dependency on welfare assistance will counteract many of the negative stereotypes about housing residents. It will also help alert the community to an emerging source of potential employees, students and productive members of the community.

Information about the FSS program will be distributed to various community organizations, and religious and civic institutions. The staff will actively seek publicity about the program through social media and will be available for speaking engagements and interviews on radio and television to further disseminate information about the program. Several graduates have been featured as success stories in the local newspaper and staff will continue to seek this publicity.

C. Agency Outreach

The social service agencies in the area will be a valuable recruitment resource for the FSS program. Many of them provide services for the residents of KCDC housing. They can provide the encouragement and continued support necessary for these residents to apply and complete the FSS Contract of Participation. Information about the program will be provided to these social service providers and will be shared at the quarterly Social Services Committee Agency Meeting hosted by 211, Knoxville's non-emergency information hot-line. Follow-up contacts will be made to the most frequently used agencies such as the Department of Human Services, the Knoxville Area Urban League, and the Knoxville-Knox County Community Action Committee.

VI. FSS Escrow Account & Other Incentives for Participants

FSS participants will be eligible to build savings from the FSS escrow account. Key policies and procedures applicable to the FSS escrow account, as well as any additional incentives offered by KCDC are described below.

A. Additional Incentives

There are two major incentives offered to the participants of the FSS program. One incentive is the supportive services provided by the FSS Specialist. The second significant incentive is the establishment of an escrow account.

i. FSS Specialist Case Management Services/Coaching

Each participant will work with the FSS Specialist who will provide guidance in developing a plan to move toward economic self-sufficiency and will link the participant to valuable community resources, as well as act as an advocate for the individual to facilitate full use of appropriate community resources. In addition, the FSS Specialist who coordinates the FSS program will work to develop community resources when needed.

ii. FSS Escrow Account

KCDC will establish a single depository account for the Section 8 FSS program in one or more of the HUD approved investments. The process to

determine when a family pays into the escrow account is as follows:

When the family is selected for participation into the FSS program, KCDC will establish the family's baseline income data.

The FSS families will continue to pay rent in accordance with their income.

KCDC will conduct the customary annual and/or interim reexamination. The calculations will be conducted using the HUD prescribed formula and worksheet for FSS. These calculations will take into account the different procedure required for each income limit.

The worksheet calculation will determine the difference, if any, between the baseline income and the current income. In cases where there has been an increase in earned income, an escrow account will be established for the family. The family will begin to accrue escrow into the escrow account when the current Family Rent is greater than the Family Rent on the date the Contract of Participation was executed.

The FSS families will be charged rent in accordance with the procedures used to calculate rent for Section 8. The amount of the increase in Family Rent, due to an increase in earned income, will be credited to the family's escrow account. KCDC will take the escrow amount from the Section 8 housing assistance funds.

At the discretion of KCDC, a family that has fulfilled certain interim goals may request and receive a portion (up to 50%) of the escrow funds during the Contract period. The intended use of the funds must be consistent with stated goals of the Contract. The withdrawn amount does not have to be repaid unless it is determined that the family received the funds based on fraud or misinformation

There are no restrictions on the family's use of the escrow funds once the Contract of Participation obligations have been fulfilled. Among the anticipated uses are moving costs to relocate to unassisted housing, down payment on a house, educational and transportation costs.

iii. FSS Escrow Forfeiture

The Escrow Account will be forfeited if the Contract of Participation is terminated or if the family is still receiving welfare assistance and/or has not met their stated goals when the Contract and extensions expire.

KCDC will use forfeited escrow accounts for support and other costs for FSS participants in good standing when funds requested are needed to complete an interim goal or task in the ITSP and are not ongoing expenses or if the family can demonstrate that the need for one-time payment of otherwise ongoing expenses such as rent, utilities, telephone, cell phone, pager, car payments, car maintenance, insurance, or childcare is needed to complete an interim goal, a final goal, or a task related to such goals in the ITSP.

KCDC will use forfeited escrow accounts for training provided to the FSS Specialist.

VII. Family Activities & Supportive Services

Based on the profile of the families expected to participate in the FSS program, a vast array of problems and needs will have to be addressed. Five broad service areas have been established and private and public resources have been identified to work with the participants in each area. An assessment of the participant's skills and aptitude will be completed by the FSS staff and appropriate community agencies. Based on the results, family members will participate in activities and receive services in one or more of the identified service areas. The following is a description of the service areas and the available service resources:

A. Education & Training

- American Job Center
- Department of Human Services' (DHS) Families First program to provide assessment and job skills training
- Knoxville Area Urban League which provides training for job specific computer skills
- Tennessee College of Applied Technology (TCAT) which offers a variety of academic and job training opportunities leading to certifications
- The Department of Rehabilitation Services offers vocational rehabilitation services which provides assessments and vocational counseling and job training for physically and mentally disabled persons
- Knox County Adult Basic Education Program which provides Adult Basic Education, Adult Business Education, Computer Education, Adult Home Economics, Adult Literacy Program, Evening Trade Extension, and GED preparation
- Financial Literacy and Home Buyers Education which includes: HomeSource, Operation HOPE, and The Knoxville Area Urban League which are all HUD approved financial counseling agencies.
- In additions, the area hosts a large number of public and private institutions of higher education such as Roane State Community College, Tusculum College, Pellissippi State Technical Community College, Lincoln Memorial, and the University of Tennessee all of which provide education opportunities and services for reentry students and students with disabilities.

B. Individual & Family Counseling

An analysis of the services provided in KCDC's voluntary FSS program shows that most FSS participants need some type of counseling services, and many need intensive therapy before they can begin working toward the skills needed to secure financial stability. A variety of services will be available, including individual and family therapy; problem specific counseling for victims of sexual assault or abuse, veterans and their families, persons addicted to drugs and/or alcohol; and victims and perpetrators of domestic violence. The following sample listings are some community resources available to provide these services:

- Child and Family Services which provides individual, family, and group counseling
- Helen Ross McNabb Mental Health Center and Cherokee Health Systems provide individual, family and group counseling as well as medication and testing services. In addition, the Helen Ross McNabb Center provides intervention, detoxification, treatment and after-care services for persons addicted to alcohol and drugs

- Sexual Assault Crisis Center which works with individuals and families who are dealing with issues surrounding sexual abuse and incest
- Veteran Affairs Outpatient Clinic which provides counseling for veterans with service related disabilities
- Y.W.C.A. Victim Advocacy Program which provides education, support, and legal assistance for victims of domestic violence

C. Life Skills Development

Activities and workshops will be provided to help participants develop and improve the skills needed to establish and maintain a stable home environment, compete in the job market, and develop a personal sense of worth. The following sample listings are some community resources available to provide these services:

- KCDC's FSS Specialist will provide social assessment, case management, and coaching to identify and promote the development of needed life skills
- Child & Family Services provides parenting classes
- Knox County Health Department provides family planning education and counseling
- The Disability Resource Center provides life skills training for people with disabilities

D. Supportive Services

One of the major deterrents to achieving self-sufficiency for the targeted participants is their inability to access and/or make sufficient use of supportive services. The FSS Specialist will assist the participants in securing supportive services based on need, and will monitor use of such services. The following sample listings are some community resources available to provide these services:

- Tennessee Department of Human Services (DHS) which provides transitional services such as child care, and TennCare for Temporary Assistance to Needy Families (TANF) recipients enrolled in the Families First program
- The Knoxville/Knox County Community Action Committee's (CAC) Child Care and Head Start Services provide vendor child care, pre-school and after-school education, available on a sliding scale
- Volunteer Ministry Center (The Refuge) which provides financial assistance and supportive counseling
- Catholic Charities provides short term financial assistance, emergency food, clothing and intermediary services for Spanish speaking persons
- Interfaith Health Clinic which provides primary health care on a sliding scale for people who have no medical insurance
- Knoxville Legal Aid Society which provides legal services
- Project Graduation Program which provides college funding to eligible low-income families.

E. Employment

- Tennessee Department of Labor and Workforce Development which provides employment listings and job referrals
- American Job Center provides job-seeking training and placement services
- The Knoxville Area Urban League which provides employment listings and assists in job searches, especially for minority participants

- Tennessee Department of Human Services' provides job-placement services through the Families First program for TANF recipients to work toward economic self-sufficiency.

VIII. Method of Identifying Family Support Needs & Delivering Appropriate Support Services

A. Identifying Family Support Needs

To help determine the supportive services needs of each family, the FSS Specialist will work with the family to complete an initial informal needs assessment for that family before completion of the initial Individual Training Service Plan (ITSP) and signing of the contract of participation. After enrollment in the FSS program, the FSS Specialist may make referrals to partner agencies for completion of one or more formal needs assessments. These assessments may focus on such issues as: employment readiness and employment training needs, educational needs related to secondary and post-secondary education, financial health, and other topics, depending on the needs and interests of the family.

The formal assessments may lead to adjustments to the Individual Training Service Plan, if requested by the family.

B. Delivering Appropriate Support Services

All families who participate in the FSS program will be assigned an FSS Specialist who will provide coaching services to help each participating family to:

- Understand the benefits of participating in the FSS program and how the program can help the family achieve its goals.
- Identify achievable, but challenging interim and final goals for participation in the FSS program, break down the goals into achievable steps and accompany the family through the process.
- Identify existing family strengths and skills.
- Understand the needs that the family has for services and supports that may help the family make progress toward their goals.
- Access services available in the community through referral to appropriate
- Overcome obstacles in the way of achieving a family's goals.

C. Transitional Supportive Service Assistance

Families that have completed their Contract of Participation (CoP) and remain in assisted housing may request assistance with referrals to service providers in order to continue their progress toward economic security. Subject to limitations on staff capacity, KCDC will try to help these families with appropriate referrals. The time spent on these referrals will not be covered by funds designated by HUD to support the FSS program.

IX. Contract of Participation

All families enrolled in the FSS program will be required to sign a Contract of Participation (CoP) that includes an Individual Training and Services Plan (ITSP). This section describes the contents of the CoP and KCDC's policies and practices regarding the CoP.

A. Form & Content of Contract

The CoP, which will incorporate one ITSP for each participating member of the family, sets forth the principal terms and conditions governing participation in the FSS program. These include the rights and responsibilities of the FSS family and of KCDC, the services to be provided to, and the activities to be completed by, each adult member of the FSS family who elects to participate in the program.

B. Individual Training and Service Plan

Each individual's Individual Training and Service Plan (ITSP) will establish specific interim and final goals by which KCDC and the family will measure the family's progress towards fulfilling its obligations under the CoP. For any FSS family that is a recipient of welfare assistance at the outset of the CoP or that receives welfare assistance while in the FSS program, KCDC will establish as a final goal that every household member certify they are free from welfare assistance on the completion date of the CoP. The ITSP of the head of FSS family will also include as a final goal that they seek and maintain suitable employment. The FSS Specialist will work with each participating individual to identify additional ITSP goals that are relevant, feasible and desirable. Any such additional goals will be realistic and individualized.

C. Determination of Suitable Employment

As defined in the FSS regulations (24 CFR 984.303(4)(iii)), a determination of what constitutes "suitable employment" for each family member with a goal of seeking and maintaining it will be made by KCDC, with the agreement of the affected participant, based on the skills, education, job training and receipt of other benefits of the family member and based on the available job opportunities within the community.

D. Contract of Participation Term & Extensions

The CoP will go into effect on the first day of the month following the execution of the CoP. The initial term of the CoP will run the effective date through the five-year anniversary of the first reexamination of income that follows the execution date. Families may request up to two one-year extensions and are required to submit a written request that documents the need for the extension. KCDC will grant the extension if it finds that good cause exists to do so. In this context, good cause means:

- i. Circumstances beyond the control of the FSS family, as determined by KCDC, such as a serious illness or involuntary loss of employment;
- ii. Active pursuit of a current or additional goal that will result in furtherance of self-sufficiency during the period of the extension (e.g. completion of a college degree during which the participant is unemployed or under-employed, credit repair towards being homeownership ready, etc.) as determined by KCDC or

- iii. Any other circumstances that the KCDC determines warrants an extension.

E. Completion of the Contract

The CoP is completed, and a family's participation in the FSS program is concluded when the FSS family has fulfilled all its obligations under the CoP, or before the expiration of the contract term. The family must provide appropriate documentation that each of the ITSP goals has been completed. KCDC requires a combination of self-certification and third-party verification to document completion of ITSP goals.

F. Modification

KCDC and the FSS family may mutually agree to modify the CoP with respect to the ITSP and/or the contract term, and/or designation of the head of FSS household. All modifications must be in writing and signed by the KCDC as well as the Head of FSS Family.

KCDC will allow for modifications to the CoP under the following circumstances:

- i. When the modifications to the ITSP improve the participant's ability to complete their obligations in the CoP or progress toward economic self-sufficiency
- ii. When the designated head of the FSS family ceases to reside with other family members in the assisted unit, and the remaining family members, after consultation with KCDC, designate another family member to be the FSS head of family
- iii. When a relocating family is entering the FSS program of a receiving PHA and the start date of the CoP must be changed to reflect the date the new CoP is signed with the receiving PHA
- iv. KCDC will not allow modifications if the CoP is within 60 days from the end of the term.

G. Consequences of Non-Compliance with the Contract

Participant non-compliance with the CoP may result in termination from the FSS program. See policies on Involuntary Termination in Section X(A).

X. Program Termination, Withholding of Services, & Available Grievance Procedures

A. Program Termination

KCDC may terminate the Contract of Participation for any of the following reasons:

- The participant and KCDC mutually agree to terminate the contract.
- KCDC determines that the participant has not fulfilled his/her responsibilities under the contract.
- KCDC will not terminate Section 8 assistance as a consequence of the family's termination from the FSS program for non-compliance with the Contract of Participation.

- The participant withdraws from the FSS program.
- The participant has been granted the maximum time allowed for FSS contract extensions and has not been able to achieve self-sufficiency.
- The participant is terminated from the Housing Choice Voucher program.
- The participant is found to have falsified records or committed fraud.
- No contact made in three (3) consecutive quarters, (nine months).

KCDC will give the family prompt written notice of the decision to terminate FSS participation. The notice will contain a statement of the reasons for termination of services, and inform the family of the right to request an informal hearing on the decision and the time by which the request for an informal hearing must be made.

The informal hearing will be conducted by members of the FSS Program Coordinating Committee. KCDC committee members and any other member(s) who were involved in the decision to terminate, or supervise those who made the decision, will be ineligible to serve as hearing officers. The hearing will be conducted in accordance with the Section 8 regulations. A copy of the hearing decision will be furnished promptly to the participating family.

B. Termination with Escrow Disbursement

In most cases, families whose FSS contracts are terminated will not be entitled to disbursement of their accrued FSS escrowed funds. However, the CoP will be terminated with FSS disbursement when one of the following situations occurs:

- i. Services that KCDC and the FSS family have agreed are integral to the FSS family's advancement towards self-sufficiency are unavailable.
- ii. The head of the FSS family becomes permanently disabled and unable to work during the period of the contract, unless KCDC and the FSS family determine that it is possible to modify the contract to designate a new head of the FSS family.
- iii. An FSS family in good standing moves outside the jurisdiction of the PHA (in accordance with portability requirements at 24 CFR §982.353) for good cause, as determined by the PHA, and continuation of the CoP after the move, or completion of the CoP prior to the move, is not possible.

XI. Assurance of Non-Interference with the Rights of Non-Participating Families

Participation in the FSS Program is voluntary. A family's decision on whether to participate in FSS will have no bearing on KCDC's decision of whether to admit the family into the Housing Choice Voucher program. The family's housing assistance will not be terminated based on whether they decide to participate in FSS, their successful completion of the CoP, or on their failure to comply with FSS program requirements.

KCDC will ensure that the voluntary nature of FSS program participation is clearly stated in all FSS outreach and recruitment efforts.

XII. Timetable

Operation of the FSS program began upon receipt of HUD approval of the Action Plan. Outreach began immediately.

The application process and participant selection for Section 8 families began in June 1994. By September 1994, the mandated FSS Section 8 program was in full operation.

XIII. Reasonable Accommodations, Effective Communications, & Limited English Proficiency

A. Requests for Reasonable Accommodations

A person with disabilities may request reasonable accommodations to facilitate participation in the FSS program. Requests will be considered on a case-by-case basis.

Requests should be made initially to the FSS Specialist. If a family is not satisfied with the FSS Specialist's response, the family may submit a request in writing in accordance with the agency's reasonable accommodations policy. The policy is available online at <https://www.kcdc.org/residents/>.

B. Request for Effective Communications

A person with disabilities may request the use of effective communication strategies in order to facilitate participation in the FSS program. Examples include: appropriate auxiliary aids and services, such as interpreters, computer-assisted real time transcription (CART), captioned videos with audible video description, visual alarm devices, a talking thermostat, accessible electronic communications and websites, documents in alternative formats (e.g., Braille, large print), or assistance in reading or completing a form, etc.

Requests should be made initially to the FSS Specialist. If a family is not satisfied with the FSS Specialist's response, the family may submit a request in writing in accordance with the agency's effective communications policy. The policy is available online at <https://www.kcdc.org/residents/>.

C. Limited English Proficiency

KCDC will comply with HUD requirements to conduct oral and written communication related to the FSS program in languages that are understandable to people with Limited English Proficiency. For more information, see the Limited English Proficiency policy available online at <https://www.kcdc.org/residents/>.

XIV. Coordination of Services

A. Certification of Coordination

Development of the services and activities under the FSS program has been coordinated with programs under title I of the Workforce Innovation and Opportunity Act 29 U.S.C. 3111 et seq., and other relevant employment, child care, transportation, training, education, and financial empowerment programs in the area. Implementation will continue to be coordinated, in order to avoid duplication of services and activities.

B. Program Coordinating Committee

The principal vehicle for ensuring ongoing coordination of services is the program coordinating committee (PCC), which has been established in accordance with FSS regulations to assist in securing commitments of public and private resources for the operation of the FSS Program. Among other responsibilities, the PCC will help the FSS

program to identify and build strong referral relationships with providers of supportive services that meet the needs of FSS participants. The PCC will also be consulted in developing program policies and procedures.

The PCC will meet quarterly and may conduct business on an as-needed basis via email or telephone conferences. The PCC includes the following representatives:

- One or more FSS Specialists/ Program Coordinators
- One or more participants from each HUD rental assistance program served by the FSS program.
- Representatives from a variety of agencies and individuals, which include but are not limited to the following:
 - Tennessee Department of Human Services, the agency that administers the Families First Employment Program
 - Workforce Connections
 - Knoxville-Knox County Community Action Committee-CAC, the agency that serves as a broker for supportive services such as child care, transportation
 - Other agencies and organizations that provide services and training related to family self-sufficiency

XV. FSS Portability

A. Portability in Initial 12 Months

- i. Families participating in the Section 8 FSS program must lease an assisted unit in KCDC's jurisdiction for twelve months after the effective date of the FSS Contract of Participation before they are eligible to exercise the portability provision. A portability move will not nullify the termination of FSS participation for a family who has failed to comply with the requirements of the Contract.
- ii. KCDC will continue to administer the Contract of Participation and the escrow account if the family can demonstrate to KCDC's satisfaction that it can meet the FSS obligations in the new location. If the family elects to remain in the KCDC FSS and cannot fulfill the goals at the new location, the Contract will be terminated and the escrow funds will be forfeited to KCDC.
- iii. A relocating FSS family may participate in the FSS program of the receiving PHA if the PHA agrees to accept the family into their FSS program. In such cases, KCDC will terminate its Contract with the family and transfer the escrow funds, if any, to the receiving PHA. The receiving PHA will enter into a new Contract of Participation with the FSS family for the term remaining on the Contract with KCDC.
- iv. If the receiving Housing Authority is absorbing, but does not offer the FSS program or the services needed, KCDC will have to terminate the participant because they will be unable to fulfill their obligation under the Contract of Participation. However, upon termination, the participant is permitted to receive a portion of their escrow account (as an interim disbursement not to exceed 50% of the fund) if they have completed some major goals and/or will be continuing their education.

- v. A family in good standing in another PHA's FSS program will be accepted into the KCDC FSS program if there is a vacant slot and no applicant on the waiting list with a selection preference. If the family can be readily accepted, KCDC will execute a Contract of Participation with the same expiration date as the initiating PHA's Contract and accept administration of the escrow account. If a relocating family cannot be accepted immediately into KCDC's FSS program, they will be placed on the waiting list with a selection preference.

Pursuant to the United States Housing Act of 1937 Section 16 subsection (a) (42 U.S.C 1437n(a)) which was amended with the issuance of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, KCDC will implement the revised regulations related to income and assets in HOTMA Sections 102 and 104 as early as January 1, 2024, but no later than January 1, 2025, based on when KCDC's software

KCDC which operates the FSS program should note that families participating in the FSS program are subject to all HOTMA interim reexamination regulations. KCDC cannot implement local policy to perform an interim reexamination for increases in adjusted income below the 10% threshold for FSS participants. Although families participating in FSS may experience fewer escrow increases under the HOTMA final rule, the revised IR regulations may provide these families the opportunity to use their increased earnings to realize other short or long-term goals outside of the scope of the FSS program. The HOTMA interim reexamination regulations impact administration of the FSS program in the following ways: is able to submit to the Housing Information Portal (HIP).

1. FSS participants are subject to all requirements of the HOTMA interim reexamination regulations; and
2. At enrollment, PHAs may not perform an interim reexamination of annual income unless the family experienced a change in adjusted annual income that meets the threshold to perform an interim reexamination under the HOTMA final rule.
3. Families for whom their first reexamination of income does not occur until their regularly scheduled annual reexamination will not have the opportunity to begin escrowing their increased earnings until that time and may have fewer escrow increases over the life of the 5-year contract.

ADDITIONAL PROGRAM INFORMATION

PROGRAM COORDINATING COMMITTEE

MEMBERSHIP ROSTER

- **After School Programs/Child Care**
 - A Representative from Boys and Girls Club
- **Community Resources**
 - A Representative from The Knoxville Area Urban League who also provides resources for Home Ownership and Job Training/Placement.
 - A Representative from Community Coalition Against Human Trafficking
 - A Representative from Knoxville Area Transit (Former FSS Participant)
- **Social Services**
 - A Representative from Knoxville/Knox County Community Action Committee
- **Education**
 - A Representative from Project GRAD
 - A Representative from Tennessee College of Applied Technology
 - A Representative from Pellissippi State Community College
 - A Representative from Knox County Schools
 - A Representative from The University of Tennessee Extension Program
 - A Representative from Roane State
- **Financial**
 - A Representative from Operation Hope
- **Health Services**
 - A Representative from a Mental Health Facility
 - A Representative from Knoxville Medicine
- **Home Ownership**
 - A Representative from KCDC's Section 8 Homeownership Program
 - A Representative from a Real Estate Company
- **Job Training/Placement**
 - A Representative from CAC Workforce Connections
 - A Representative from Goodwill Industries
- **Housing**
 - A Representative from East Tennessee Human Resource Agency (ETHRA)
 - A Representative from East Tennessee Housing Development Corporation
 - A Representative from The Restoration House
 - A Representative from Oak Ridge Housing Authority
- **KCDC Agency Representation**
 - FSS Specialist
 - Section 8 VP of Rental Assistance
- **Participant Representatives**
 - FSS Participant Section 8 Resident

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

ADMINISTRATIVE PLAN FOR THE SECTION 8 PROGRAM

JULY 1 2024



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SECTION 8 ADMINISTRATIVE PLAN

The purpose of the Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and KCDC policy. The Plan covers both admission and continued occupancy for KCDC's Section 8 Programs.

KCDC is presently authorized to provide Section 8 Rental Assistance in Knoxville, Tennessee.

1. Equal Opportunity

1.1 Fair Housing/Nondiscrimination

It is the policy of Knoxville's Community Development Corporation (KCDC) to comply fully with all federal, state, and local nondiscrimination laws; the Americans with Disabilities Act; and the U.S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

KCDC will administer the Section 8 Rental Assistance Programs in accordance with 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, 5.105(a) (2) and the affirmative fair housing marketing requirements in 24 CFR, part 200, subpart M and 24 CFR part 1.

No person shall, on the grounds of creed, race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under KCDC's Section 8 Rental Assistance Programs. Accommodations in the application process will be made for individuals who have a disability. Accessibility for the hearing impaired is provided by the Tennessee Relay System.

To further its commitment to full compliance with applicable civil rights laws, KCDC will provide federal/state/local information to applicants for, and participants in, the Section 8 Rental Assistance Programs regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with the application, and all applicable Fair Housing information and Discrimination Complaint Forms will be made available at the KCDC office. In addition, all appropriate written information and advertisements will contain the applicable Equal Opportunity language and logo.

1.2 Reasonable Accommodation

Sometimes people with disabilities may need a reasonable accommodation to take full advantage of KCDC's housing programs and related services. According to Title II of the Americans with Disabilities Act (ADA), a reasonable accommodation will be provided for disabled persons if a medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability verifies the disability and if the request has a direct relationship to the disability, unless KCDC can demonstrate it would result in a fundamental alteration in the nature of the program, activity or undue financial and administrative burdens. Persons requesting a reasonable accommodation may make a reasonable accommodation request in any format so long as the participant or applicant makes clear that he/she is requesting an exception, change, or adjustment to a rule, policy, practice or service because of his/her disability. The Fair Housing Act does not require that a request be made in a particular manner or at a particular time. Although a reasonable accommodation request can be made orally or in writing, it is usually helpful for both the participant and KCDC if the request is made in writing. KCDC will give appropriate consideration to a reasonable accommodation request even if the requester makes the request orally or does not use KCDC's preferred forms or procedures for making such request. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, the accommodation would make the unit accessible and usable by the person with a disability. Because disabilities are not always apparent, KCDC will inform applicants/residents of the opportunity to request a reasonable accommodation.

The applicant or participant will make their request to the Section 8 office. The Section 8 office will send the request to the KCDC ADA Coordinator for processing. The ADA Coordinator will forward the request to the medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability. Once the request has been returned to KCDC, the Coordinator will notify the participant/applicant in writing and allow an opportunity to dispute (if applicable) the decision within ten (10) days from the date of the denial letter.

If the participant requests (as a reasonable accommodation) that he or she be permitted to make physical modifications to their dwelling unit (at their own expense), the request should be made to the property owner/manager. KCDC does not have responsibility for the owner's unit and does not have responsibility to make the unit accessible.

Any request for an accommodation that would enable a participant to materially violate family obligations will not be approved.

1.3 Services For Non-English Speaking Applicants And Participants

KCDC will endeavor to have bilingual staff or access to people who speak languages other than English 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 limited English proficiency (LEP) language group.

1.4 Family/Owner Outreach

KCDC will publicize the availability and nature of the Section 8 Housing Choice Voucher Program for extremely low-income, very low, and low-income families in the local newspaper, minority media, and by other suitable means. Written announcements of program availability, along with housing eligibility factors and guidelines, will be sent to social service providers and other agencies in the community so proper referral of their clients can be made to the program. KCDC will also try to utilize public service announcements.

To deconcentrate poverty and expand housing and economic opportunities KCDC will encourage families to seek housing outside the areas of low income and minority concentration. Maps are included in the Briefing Packet that show areas with housing opportunities outside areas of low income and minority concentration within KCDC's jurisdiction and neighboring jurisdictions. The areas that have Low Income census tracts and Minority concentration census tracts are: 8, 14, 17, 19, 20, 21, 29, 32, 67, 68, 69, and 70. All other census tracts are areas outside minority and low income concentration.

Outreach in the community for property owners participating in the Section 8 Housing Choice Voucher Program will be achieved through brochures, news media, group meetings, and personal contact. An "Interested Owners" information packet compiled by KCDC is available to prospective owners. Emphasis will be placed on securing owners with properties outside areas of low income and minority concentration or racial concentration. The information packet will:

- A. Explain the program;
- B. Explain how the program benefits owners; and
- C. Explain owners' responsibilities under the program. Emphasis is placed on quality screening and ways KCDC helps owners screen more effectively.

To help Section 8 participants find accessible units, KCDC will provide an Internet Web Based Program and toll free telephone number that provides a list of available properties or other properties including other subsidized housing known to KCDC that may be available to lease to the family or who may help the family find a unit. The information regarding the Internet Web Based Program or toll free phone number is provided at Section 8 briefings and available in the lobby of the Section 8 department. Units that are handicapped accessible are indicated as such on the Internet Web Based resource list. If a tenant or prospective tenant cannot locate a unit using the Internet Web Based list provided or need help finding a unit that is handicapped accessible, they will be referred to other community agencies.

1.5 Right To Privacy

All adult members of both applicant and participant households are required to sign HUD form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement. Any request for applicant or participant information will be released unless there is a signed release of information request from the applicant or participant. Failure to sign the 9886 HUD form by applicant or participant will result in termination of assistance or denial of admission.

1.6 Required Postings

KCDC will post in the Section 8 Office in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. The Section 8 Administrative Plan (located at Receptionist desk)
- B. Notice of the status of the waiting list (open or closed)
- C. Address of all KCDC offices, office hours, and telephone numbers
- D. Income Limits for Admission

- E. Informal Review and Informal Hearing Procedures (in Administrative Plan)
- F. Fair Housing Poster
- G. Equal Opportunity in Employment Poster

2. KCDC/Owner Responsibility/Obligation Of The Family

This Section outlines the responsibilities and obligations of KCDC, the Section 8 Owners/Landlords, and the participating families. Also, the responsibilities and obligations of the Owners/Landlords and participating families are in the briefing packet.

2.1 KCDC Responsibilities

- A. KCDC will comply with the consolidated ACC, the KCDC Section 8 Program Administrative Plan, HUD regulations and other requirements.
- B. In administering the program, KCDC will:
 - 1. Publish and disseminate information about the availability and nature of housing assistance under the program;
 - 2. Explain the program to owners and families;
 - 3. Seek expanded opportunities for assisted families to locate housing outside areas of low income and minority concentration;
 - 4. Encourage owners to make units available for leasing in the program, including owners of suitable units located outside areas of low income and minority concentration. KCDC will provide maps that show various areas and information about facilities and services outside areas of low income and minority concentration within KCDC jurisdiction and in other neighboring jurisdictions. These will be distributed during family briefings. KCDC will make available an Internet Web Based Program that provides lists with owner names who accept rental assistance in non-concentrated areas. A toll free telephone number will also be provided. KCDC will also distribute a list of neighboring housing agencies with names, addresses, and phone numbers;
 - 5. Affirmatively further fair housing goals and comply with equal opportunity requirements;
 - 6. Make efforts to help persons with disabilities find satisfactory housing;
 - 7. Receive applications from families, determine eligibility, maintain the waiting list, select applicants, issue a voucher (if applicable) to each selected family, and provide housing information to families selected;
 - 8. Determine who can live in the assisted unit at admission and during the family's participation in the program;
 - 9. Obtain and verify evidence of citizenship and eligible immigration status according to 24 CFR Part 5;
 - 10. Review the family's Request for Tenancy Approval and the owner/landlord lease, including the HUD prescribed tenancy addendum;
 - 11. Inspect the unit before the assisted occupancy begins and at least annually during the assisted tenancy. A unit must be available for inspection within thirty (30) days from the date of submitted Request for Tenancy Approval. Once inspected, the unit must pass inspection within thirty (30) days;
 - 12. Determine the amount of the housing assistance payment for a family;
 - 13. Determine the maximum rent to the owner and whether the rent is reasonable;
 - 14. Make timely housing assistance payments to an owner according to the HAP contract;
 - 15. Examine family income, size, and composition at admission and during the family's participation in the program. The examination includes verification of income and other family information;
 - 16. Adjust KCDC utility allowances annually when applicable.
 - 17. Administer and enforce the Housing Assistance Payments Contract with an owner, including taking appropriate action as determined by KCDC, if the owner defaults;
 - 18. Determine whether to terminate assistance to a participant family for violation of family obligations;

19. Conduct informal reviews of certain KCDC decisions concerning applicants for participation in the program;
20. Conduct informal hearings on certain KCDC decisions concerning participant families;
21. Provide sound financial management of the program, including engaging an independent public accountant to conduct audit;
22. Administer the mandatory FSS program.

2.2 Owner Responsibilities

This Section states the obligations of an owner participating in the program.

- A. The owner is responsible for performing all of the owner's obligations under the HAP contract and the lease.
- B. The owner is responsible for:
 1. Performing all management and rental functions for the assisted unit, including selecting a tenant/family to lease the unit, and deciding if the family is suitable for tenancy of the unit.
 2. Maintaining the unit according to HQS or NSPIRE if applicable, including performance of ordinary and extraordinary maintenance.
 3. Complying with equal opportunity requirements.
 4. Providing information regarding direct deposit to bank; warranty deed or tax notice; Tax Identification Number or Social Security Number.
 5. Preparing and furnishing to KCDC information require under the HAP contract.
 6. Collecting from the family:
 - a. Any security deposit required under the lease.
 - b. The tenant's contribution (the part of rent to owner not covered by the housing assistance payment).
 - c. Any charges for unit damage by the family.
 7. Enforcing tenant obligations under the lease.
 8. Paying for utilities and services (unless paid by the family under the lease).
 9. Providing property tax information to KCDC for unit to be leased. An owner cannot owe on property taxes, fine or assessments. A one year grace period will be permitted. (Example: owner may owe on current taxes but not over one year in delinquent taxes).
- C. For provisions on modifications to a dwelling unit occupied or to be occupied by a person with disabilities see 24 CFR 100.203.
- D. The owner is responsible for notifying KCDC sixty (60) days prior to any rent increase. Only one increase per year will be permitted. KCDC reserves the right to only allow an increase of 5% if there is insufficient funding at time of increase request. Insufficient funding is determined when all of the Housing Choice Voucher budget authority has been depleted as well as any HAP reserves for housing assistance payments. If there is sufficient funding at the time the owner request an annual rent increase, a rent increase of up to 20% of the contract rent may be considered.
- E. The owner is responsible for notifying KCDC simultaneous with tenant notification when an eviction, non-renewal of lease or foreclosure occurs.

2.3 Obligations Of The Participant

This Section states the obligations of a participant family under the program.

- A. Supplying required information:
 1. The family must supply any information that KCDC or HUD determines is necessary in the administration of the program, including submission of required evidence of citizenship or eligible immigration status. Information includes any requested certification, release, or other documentation.

2. The family must supply any information requested by KCDC or HUD for use in a regularly scheduled reexamination or interim reexamination of family income and composition according to HUD requirements.
3. The family must disclose and verify Social Security numbers and must sign and submit consent forms for obtaining information.
4. Any information supplied by the family must be true and complete.

B. HQS or NSPIRE if applicable, breach caused by the Family:

The family is responsible for any HQS or NSPIRE if applicable, breach caused by the family or its guests.

C. Allowing KCDC inspection:

The family must allow KCDC to inspect the unit at reasonable times and after at least two (2) days notice. If the family misses the scheduled inspection and fails to reschedule the inspection, KCDC will consider the family to have violated a Family Obligation and their assistance may be terminated. KCDC reserves the right to charge a missed appointment fee. If the family calls to dispute the termination, one more chance will be given and the family will be obligated to sign a statement of understanding stating if they ever miss another appointment for inspection, they may lose their assistance.

D. Violation of Lease:

A family who causes \$500 in damages to a unit or commits serious or repeated violations of the lease may be terminated from KCDC's Section 8 Housing Choice Voucher Program(s) and may be ineligible for KCDC assisted housing for three years from the date of termination. After three years, the family must demonstrate they have lived in the community without damaging property or eviction for serious or repeated violations of a lease to establish eligibility for KCDC assisted housing.

The proof of the \$500 damages will be derived from court documentation provided by the property owner. The damage documentation must be provided within 30 days of move-out. During court negotiations, the family's assistance may not be terminated. After the final outcome is determined and it is determined the family owes more than \$500 in damages, the family assistance may be terminated.

If the family receives an agreement through the court procedure to repay the owner for damages, the family assistance may not be terminated. If the family defaults on the repay agreement through the courts and the owner provides documentation within 30 days the assistance may be terminated at that time. If there are no court negotiations necessary to determine damages and the family and owner negotiate a repay agreement, the family assistance may not be terminated; however, if the family defaults and the owner can provide documentation of default, the family assistance may terminate at that time.

A family who is evicted through court procedures for non-payment of rent or other serious or repeated violations of the lease may be terminated from the program. However, if the family who is evicted through court procedures receives an agreement through court procedures to repay the owner for rent, or the court procedure is dismissed, the family assistance may not be terminated through KCDC. If the family defaults on the repay agreement through the courts and the owner provides documentation within 30 days of the default, the assistance may be terminated at that time. The family may be ineligible for three years, to establish eligibility for KCDC assisted housing; the family must demonstrate they have lived in the community without eviction for non-payment of rent or other serious or repeated violations of the lease. Per HUD regulations, all housing terminations and debts owed will be added in the Debts Owed and Termination section of Enterprise Income Verification (EIV) system.

At each leasing and recertification each year, families will be asked to sign a statement of understanding regarding damages, non-payment of rent, and other serious or repeated violations of the lease.

E. Family Notice of Move or Lease Termination:

The family must notify KCDC and the owner before the family moves out of the unit or terminates the lease by a notice to the owner. When KCDC receives a 30-day notice, if the notice was received on the first day of the month the notice will end the last day of that month. If the notice is signed after the first day of the month the notice will end the last day of the next month.

F. Owner Eviction Notice

The family must promptly give KCDC a copy of any owner eviction notice they receive. Owner must provide a Police report for a three day eviction notice.

G. Use and Occupancy of the Unit:

1. The family must use the assisted unit for a residence by the family. The unit must be the family's only residence.
2. KCDC must approve the composition of the assisted family residing in the unit. The family must promptly inform KCDC of the birth, adoption or court-awarded custody of a child. The family must request approval from KCDC to add any other family member (family is defined as a group of people related by blood, marriage, adoption, or affinity that live together in a stable family relationship) as an occupant of the unit. No other person except members of the assisted family, foster child/foster adult, or live-in aide (if approved by KCDC) may reside in the unit.
3. The family must promptly notify KCDC if any family member no longer resides in the unit.
4. Members of the household may engage in legal profit making activities in the unit, but only if such activities are incidental to primary use of the unit for residence by members of the family. Any business uses of the unit must have approval of the owner, comply with zoning requirements, and the affected household member must obtain all appropriate licenses.
5. The family must not sublease the unit.
6. The family must not assign the lease or transfer the unit.

H. Absence from the Unit:

The family must supply any information or certification requested by KCDC to verify that the family is living in the unit, or relating to family absence from the unit, including any KCDC requested information or certification on the purposes of family absences. The family must cooperate with KCDC for this purpose. The family must promptly notify KCDC of its absence from the unit for more than seven (7) days.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 30 days. The family must request permission from KCDC for absences exceeding 30 days. KCDC will make a determination within five (5) business days of the request. An authorized absence may not exceed 180 days. Any family absent for more than 30 days without authorization will be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization
2. Absences beyond the control of the family (i.e., death in the family, other family member illness)
3. Other absences that are deemed necessary by KCDC
4. Military personnel being deployed

I. Interest in the Unit:

The family may not own nor have any interests in the unit (except for owners of manufactured housing renting the manufactured home space).

J. Fraud and Other Program Violations:

The members of the family must not commit fraud, bribery, or any other corrupt or criminal act in connection with the program.

K. Crime by Family Members:

The members of the family may not engage in drug-related or violent criminal activity.

L. Other Housing Assistance:

An assisted family, or members of the family, may not receive Section 8 tenant-based assistance while receiving another housing subsidy, for the same unit or for a different unit, under any duplicative (as determined by HUD or in accordance with HUD requirements) federal, state, or local housing assistance program.

3. Project-Based Voucher Program

This Section outlines KCDC's policies for administration of its Project-Based Voucher (PBV) Program. In the PBV Program, rental assistance is paid by KCDC for families who live in specific rental units, subject to compliance with the PBV Program.

KCDC may project base up to 20 percent of its authorized voucher units. An additional 10 percent may be project based if units are serving homeless, veterans, (A veteran is defined as a person who served in the active military, naval, or air service and who was discharged or released therefrom under conditions other than dishonorable), provide supportive housing for elderly or disabled or located in areas where vouchers are difficult to use. An area where a voucher is difficult to use is described as:

- A. A zip code area where the rental vacancy rate is less than 4 percent; or
- B. A zip code area where 90 percent of the Small Area FMR is more than 110 percent of the metropolitan area FMR. A veteran is defined as a person who served in the active military, naval, or air service and who was discharged or released therefrom under conditions other than dishonorable.

3.1 Submission And Selection Of PBV Proposals

- A. KCDC selects PBV proposals for project basing vouchers that promote and enhance the development and /or maintenance of an adequate supply of safe, decent and affordable housing that assure, where applicable, that persons who are chronically homeless (as defined in the Knoxville/Knox County Ten year plan to End Chronic Homelessness) with supportive service needs have access to appropriate services and accessible housing options, consistent with HUD's site selection regulations. KCDC may utilize Project Based Vouchers if the appropriate opportunity should arise, to include selecting PBV proposals for project basing vouchers not connected with chronically homeless. KCDC may utilize Project Based Vouchers if it so chooses for units that it owns, controls or manages.
- B. KCDC will select PBV proposals in accordance with 24 CFR Section 983.51 pursuant to one or both of the following methods.
 - 1. KCDC may request PBV proposals as provided in 24 CFR Section 983.51(b) (1). This selection method will not limit the proposals to a single site or impose restrictions that explicitly or practically preclude owner submission of proposals for PBV housing on different sites. In the event KCDC uses this method to select PBV proposals, KCDC may include posting on KCDC's website at www.KCDC.org, newspaper publication, dissemination of program guides, and other means of notice, and will provide detailed application and selection information upon request.
 - 2. KCDC may request PBV proposals as provided in 24 CFR Section 983.51(b) (2). This selection method is limited to proposals for housing assisted under a federal, state or local governmental housing assistance program that funds proposals based on competitive selection requirements. In the event KCDC uses this method to select PBV proposals, the selected proposal must have received competitive funding within three years of the PBV proposal selection date and the earlier competitive selection did not involve any consideration that the projects would receive PBV assistance.

KCDC will not enter into an Agreement to Enter Into a HAP Contract or a HAP contract for any new or rehabbed housing until HUD or an independent entity approved by HUD has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy requirements. A subsidy layering review is not required for Existing Housing. An environmental review must be conducted before any New, Rehabbed or Existing Housing will be approved for project based vouchers. Existing housing is exempt only if the project has previously received federal assistance and has undergone a federal environmental review under the applicable federal program. The owner must provide KCDC with a certification that the project has not received and will not receive (before or during the term of the HAP contract), any public assistance for acquisition, development, or operation of the housing other than the assistance disclosed in the subsidy layering review.

- C. KCDC will follow regulations at 24CFR 983.57 for Site Selection Standards for Existing, Rehabilitation and New Construction PBV units.
- D. Types of Project -Based Voucher Housing :
 - 1. New Construction: Housing Units that do not exist on the proposal selection date and are developed after the date of selection for use under the PBV program.
 - 2. Rehabilitated Housing: Housing units that exist on the proposal selection date, but do not substantially comply with the HQS on that date, and are developed for use under the PBV program.
 - 3. Existing housing: Housing in which all the proposed PBV units either fully comply or substantially comply with the HQS or NSPIRE if applicable, on the proposal selection date. (The units must comply with the initial pre-HAP inspection requirements in accordance with § 983.103(b) and (c) before execution of the HAP contract.) A unit

substantially complies with the HQS or NSPIRE if applicable, if it has HQS or NSPIRE if applicable, deficiencies that require only minor repairs to correct (repairs that are minor in nature and could reasonably be expected to be completed within 48 hours of notification of the deficiency.) To qualify as existing housing, the project is ready to be placed under HAP contract with minimal delay - after the unit inspections are complete, all proposed PBV units not meeting HQS or NSPIRE if applicable, can be brought into compliance to allow PBV HAP contract execution within 48 hours.

3.2 Cap On Number Of PBV Units In Each Building

- A. In accordance with 24 CFR Section 983.54 the project cap is the greater of 25 units or 25 percent of units (assisted or unassisted) in the project. This means that a project with 25 or fewer units may be fully assisted with project-based vouchers, provided all other requirements are met.
- B. KCDC may provide PBV assistance to the greater of 25 units or 40 percent of the number of dwelling units (assisted or unassisted) in the project if:
 - 1. The project is located in a census tract with a poverty rate of 20 percent or less, as determined by HUD, or
 - 2. The project is located in an area where vouchers are difficult to use (see page 13 for description).

3.3 Set-Aside Of Excepted Units For Qualifying Families

A. Qualifying Families:

KCDC May set aside one or more excepted units in buildings receiving PBV assistance for occupancy by qualifying families. A qualifying family may be an Elderly Family, or a Disabled Family, Disabled is no longer a qualified exception for purposes of Excepted unit qualifications. (for projects before 10-30-2017) or a family receiving Qualifying Supportive Services. For Excepted units in a PBV contract signed after 10-30-2017, the project must make supportive services available to all assisted families in the project and the family must be eligible for one or more of the services. The family may, but is not required to participate in the services.

B. Supportive Service Requirements:

- 1. In the event KCDC sets aside one or more excepted units in a qualifying building receiving PBV assistance for occupancy by a Qualifying Family, KCDC will require that services targeted to the needs of the Qualifying Family be provided on a regular basis by qualified providers. At least one qualified case manager must be located onsite or partner with a social service organization to provide at least twenty (20) hours per week of dedicated on-site case management services to residents. A qualified provider must be available to respond to emergency supportive services needs twenty-four hours per day, seven days per week. This requirement can be met through a partnership with another organization. For PBV contracts signed after 10-30-2017, the supportive services do not need to be provided by the owner or on-site, but the services must be reasonably available to the families receiving PBV assistance in the project and designed to help the families in the project achieve self-sufficiency or live in the community as independently as possible.
- 2. If a family occupying an excepted unit set aside for Qualifying Families no longer meets the definition of Qualifying Family, KCDC will terminate rental assistance for the family, including all remaining family members, and the family will be required to vacate the excepted unit within the time established by KCDC. For PBV contracts signed after 10-30-2017 a tenant will not be terminated when they no longer qualify for the excepted unit, the unit will be removed from the PBV contract and the family will receive a tenant based voucher. Once the family has moved, the PBV unit will be added back to the contract for a new family that qualifies for supportive services.

C. Other Units Excepted from the Program Cap and Project Cap:

For HAP Contracts entered into on or after April 18, 2017, KCDC may commit project -based assistance to units that meet the requirement for exclusion without the units counting against the program cap or project cap. Units covered by a PBV HAP contract will not count toward the project cap or program cap:

- 1. Requirement for exclusion of existing or rehabilitated units.

Such units must, in the 5 years prior to the request for proposals (RFP) or selection without competition or selection based on a prior competition, fall into one of the following categories:

- a. The units have received one of the following forms of HUD assistance:
 - i. Public Housing Capital or Operating Funds (section 9 of the 1937 Act).

- ii. Project-Based Rental Assistance (section 8 of the 1937 Act). Project-based rental assistance under section 8 includes the section 8 moderate rehabilitation program, including the single-room occupancy (SRO) program.
 - iii. Housing For the Elderly (section 202 of the Housing Act of 1959).
 - iv. Housing for Persons With Disabilities (section 811 of the Cranston-Gonzalez National Affordable Housing Act).
 - v. The Rent Supplement (Rent Supp) program (section 101 of the Housing and Urban Development Act of 1965).
 - vi. Rental Assistance Program (RAP) (section 236(f)(2) of the National Housing Act).
 - vii. Flexible Subsidy Program (section 201 of the Housing and Community Development Amendments Act of 1978).
- b. The units have been subject to a federally required rent restriction under one of the following programs:
- i. The Low Income Housing Tax Credit program (26 U.S.C. 42)
 - ii. Section 515 Rural Rental Housing Loans (42 U.S.C. 1485)
 - iii. The following HUD programs: (A) Section 236. (B) Section 221(d)(3) or (d)(4) Below Market Interest Rate.
 - iv. Housing For the Elderly (section 202 of the Housing Act of 1959).
 - v. Housing for Persons With Disabilities (section 811 of the Cranston-Gonzalez National Affordable Housing Act).
 - vi. Flexible Subsidy Program (section 201 of the Housing and Community Development Amendments Act of 1978).
2. Other Excluded Units.

PBV units pursuant to a conversion of public housing assistance under HUD's Rental Assistance Demonstration (RAD) program and HUD-VASH awarded vouchers specifically designated by HUD for project-based assistance are excluded from the PBV program and project caps.

3. Replacement/Newly constructed Units

Newly constructed units developed under the PBV program may be excluded from the program cap and project cap provided the primary purpose of the newly constructed units is or was to replace units that meet the criteria of paragraph (1) or (2) of this section. The newly constructed unit must be located on the same site as the unit it is replacing; however, an expansion of or modification to the prior project's site boundaries as a result of the design of new construction project is acceptable as long as a majority of the replacement units are built back on the site of the original public housing development and any replacement units that are not located on the existing site are part of a project that shares a common border with, are across a public right of way from, or touch that site. In addition, in order for the replacement units to be excluded from the program and project caps, one of the following must be true:

- i. Former residents of the original project must be provided with a selection preference that provides the residents with the right of first occupancy at the PBV new construction project when it is ready for occupancy.
 - ii. Prior to the demolition of the original project, the PBV new construction project must have been identified as replacement housing for that original project as part of a documented plan for the redevelopment of the site.
4. Unit size configuration and number of units for new construction and rehabilitation projects:

The unit size configuration of the PBV new construction or rehabilitation project may differ from the unit size configuration of the original project that the PBV units are replacing. In addition, the total number of PBV-assisted units may differ from the number of units in the original project. However, only the total number of units in the original project are excepted from the program limitation and the project cap. Units that exceed the total number of covered units in the original project are subject to the program limitation and the project cap.

3.4 Qualifying Supportive Services

- A. In the event KCDC sets aside one or more excepted units in a building receiving PBV assistance for occupancy by families receiving Qualifying Supportive Services, at least one member of the family must receive at least one of the following Qualifying Supportive Services as agreed to in the family responsibility statement (Section 3, 3.4 B). KCDC will not require a Qualifying Family to participate in medical or disability-related services, other than drug and alcohol treatment in the case of current abusers, although the following services must be offered:

- 1. Case management services
- 2. Mental health services
- 3. Medical and Dental care
- 4. Substance abuse counseling and treatment

5. Household management training, such as housekeeping skills and money management
6. Job training and employment services, such as preparation and counseling, training, job development and placement, follow-up assistance after job placement
7. Education or vocational services, such as literacy courses, vocational training courses to complete secondary or post-secondary school
8. Services pursuant to KCDC's Family Self-Sufficiency Program established and administered pursuant to 24 CFR Part 984.

B. Statement of Family Responsibility

At the time of initial lease execution, a family receiving Qualifying Supportive Services will be required to enter into a statement of family responsibility or other appropriate agreement with KCDC and the supportive service provider. The agreement must establish a minimum period of time of not less than one year in which the family is required to participate in one or more Qualifying Supportive Services and achieve certain goals specified in the agreement.

1. Monitoring:

KCDC will monitor a family's continued receipt of Qualifying Supportive Services on an annual basis. Such monitoring may include agreements with owners and/or service providers that include record keeping and reporting obligations, personal interviews with owners and/or service providers and members of families receiving Qualifying Supportive Services, or other appropriate means of monitoring.

2. Completion of Services Obligation:

If a family receiving Qualifying Supportive Services fails, without good cause, to complete its supportive services obligation, KCDC will terminate rental assistance for the family and the family will be required to vacate the unit within the time established by KCDC and the owner may terminate the family's lease. The unit will continue to count as an excepted unit provided the owner rents the unit to a Qualifying Family. For PBV contracts signed after 10-30-2017 a tenant will not be terminated when they no longer qualify for the excepted unit, the unit will be removed from the PBV contract and the family will receive a tenant based voucher. Once the family has moved, the PBV unit will be added back to the contract for a new family that qualifies for supportive services.

3.5 Waiting List

A. Maintenance of Waiting List:

A waiting list for occupancy of a unit assisted under the PBV Program will be maintained for projects receiving PBV assistance. An applicant may choose to be simultaneously listed on the PBV waiting list as well as the KCDC tenant-based waiting list if eligible. Section 4 and 5 of this Administrative Plan also applies to managing the waiting list. KCDC is not required to notify each family on the tenant based waiting list by individual notice. KCDC can notify the applicants by the same means they use when opening its regular waiting list under 24CFR982.206 (a) such as advertising through local or minority newspapers and the internet, local postings at post offices, libraries, community centers and outreach to social service agencies that may serve the same clientele that will be occupying the PBV unit. NOTE: Anyone who's application for Project Based Vouchers is more than 3 years past the original application date will be removed from the PBV waiting list.

B. Selection of Applicants from Waiting List:

Anyone wishing to apply for a KCDC Section 8 Project Based Voucher is required to complete an application at the Section 8 Office Monday – Friday 8:00 a.m. – 12:00 p.m. or obtain an application by mail or email. The family will be required to update their information with KCDC by providing information regarding household members including name, address, telephone numbers, social security numbers, picture identification for all adult members, birth certificates, racial or ethnic designation, income verification, citizenship/eligible immigration for all members, bank information if applicable. The family must sign the Authorization to Release Records and Information and HUD's Authorization for the Release of Information/ Privacy Act Notice forms. Upon receipt of the family's application, KCDC will make a preliminary determination of eligibility. KCDC will ensure that verifications, eligibility, suitability selection factors are current to determine the family's final eligibility for admission into a Section 8 project based voucher property. Applications are sorted based on date and time of application. Knox County residents receive a preference point on the Project Based Voucher waiting list.

Subject to HUD's PBV regulations intended to minimize displacement of eligible families already residing in a unit selected for PBV assistance, selection of applicants from the waiting list to occupy PBV-assisted units will be by date and time of application.

- C. KCDC permits a No-Trespass List (NTL) Override for Project-Based Voucher Permanent Supportive Housing (PSH) Program applicants. PSH staff are required to submit the form to KCDC requesting an override. The form overrides the current NTL designation to allow an applicant to become a participant of the Project-Based Voucher with Permanent Supportive Housing Program (PSH) only. The completion of this Override form does not remove someone from the NTL.
- D. Owner Selection of Tenants:

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low income families and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease. During the term of the HAP contract, the owner must lease contract units to eligible families that are selected and referred by KCDC from the KCDC's waiting list.

3.6 HAP Contract Between KCDC And PBV Property Owner

In the absence of a current HAP Contract from HUD at the initial signing of a contract, an addendum will be created to address any updated regulations (ie. HOTMA regulations) not currently listed in the contract. The addendum will become a part of the Initial Contract.

A. Term of HAP Contract

KCDC may enter into a HAP contract with a PBV owner for an initial term of 10-20 years subject to funding availability pursuant to 24 CFR Section 983.205

B. Extension of HAP Contract

Within one year before expiration, KCDC may agree to extend the term of the HAP contract for an additional term of up to 20 years, subject to funding availability.

C. Termination of HAP Contract

1. Termination by KCDC

KCDC may terminate the HAP contract due to insufficient funds pursuant to 24 CFR Section 983.205.

2. Termination by PBV Property Owner

The owner may terminate the HAP contract due to reduction below initial rent pursuant to 24 CFR Section 983.205.

D. Contract rents

1. Initial Contract rents will be determined by following HUD regulations at 24CFR983.301 and 24CFR983.302 when determining and re-determining rents.
2. KCDC may adopt, with HUD notification, Small Area Fair Market Rent (SAFMR) Exception Payment Standards by zip code area if deemed beneficial for the success of KCDC program participants locating affordable housing. Effective October 1, 2024, HUD will require KCDC to implement SAFMR's for all zip code areas. Upon approval of Moving to Work (MTW) cohorts, KCDC will request a waiver to forgo the implementation of mandatory SAFMR's for all zip code areas, if waiver is approved KCDC will use payment standards and optional SAMFR zip code areas.
3. KCDC will use the same utility allowance schedule for PBV as it does for the tenant based voucher program.

E. Security Deposits

1. KCDC prohibits security deposits in excess of amounts charged to unassisted tenants. When the tenant moves out of the contract unit, the owner, subject to state and local law, may use the security deposit, including any interest on the deposit in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit, or other amounts owed by the tenant under the law.
2. The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used to reimburse the owner, the owner must promptly refund the full amount of the balance to the tenant.
3. If the security deposit does not cover the amount owed by the tenant under the lease, the owner may seek to collect the balance from the tenant. KCDC has no liability or responsibility for payment of any amount owed by the family to the owner.

F. Rent Increases

1. An owner's request for a rent increase must be submitted to KCDC 60 days prior to the anniversary date of the HAP contract, and must include the new rent amount the owner is proposing. All increases will not exceed more than 20% of the contract rent. KCDC will provide the owner with at least 60 days written notice of any change in the amount of rent to the owner.
2. For KCDC owned PBV units, the initial rent to owner and the annual redetermination of rent at the anniversary of the HAP Contract are determined by the independent entity approved by HUD. KCDC must use the rent to owner established by the independent entity. Also the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for the KCDC owned units to KCDC and to the HUD field office where the project is located

G. Development Activity on Units Under HAP Contract:

If an Owner request to undertake development activity on units under a HAP contract. The owner may undertake development activity on units currently under a HAP contract once approved to do so by KCDC. The owner may not request, and a KCDC may not approve, the owner's request within the first five years of the effective date of the HAP contract except in extraordinary circumstances (e.g., the units were damaged by fire, natural disaster, etc.). The owner's request must include a description of the development activity proposed to be undertaken and the length of time, if any, it is anticipated that the units will not meet HQS. If any of the units will not meet Housing Quality Standards during the period of the development activity, the owner's request must include a description of how the families will be rehoused during the period the units will not meet Housing Quality Standards. Housing assistance payments may not be made during the time the units are not in compliance with Housing Quality Standards requirements during the development activity. KCDC may choose to temporarily remove units from the PBV HAP contract during the time the units will not meet Housing Quality Standards during the development activity.

3.7 Overcrowded, Under-Occupied And Accessible Units

KCDC's subsidy standards determine the appropriate unit size based on family size and composition. If KCDC finds that a family is occupying a wrong-sized unit, or a unit with accessibility features they do not require but that a different family does need, KCDC will promptly notify the family and the owner of this determination and inform the family of the opportunity to receive continued housing assistance in another unit in the same complex, public housing if available, tenant based assistance if voucher funding available or other comparable public or private tenant-based assistance.

The family will have 90 days to accept the PHA's offer of continued assistance or move-out from the Project Based Voucher unit.

3.8 Family Right To Move:

The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to KCDC. If the family wishes to move with continued tenant based assistance, the family must contact KCDC to request the rental assistance prior to providing notice to terminate the lease.

If the family terminates the lease in accordance with these requirements, KCDC is required to offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant based rental assistance. If a voucher or other comparable tenant based assistance is not immediately available upon termination of the family's lease in the PBV unit, KCDC must give the family priority to receive the next available opportunity for continued tenant based assistance.

3.9 Vacancy Payments

If a family moves out of a Project Based Voucher unit, KCDC can make payments for the empty unit. This payment is called a vacancy payment. If an assisted family moves out of the unit, the owner may keep the housing assistance payment for the calendar month the family moves out of the unit unless KCDC determines the owner is at fault for the vacancy. KCDC will begin vacancy the first of the next month after the family moves out of the unit. The vacancy period will not exceed one full month following the move out month.

The vacancy payment cannot be higher than the monthly rent to owner minus any part of the rental payment the owner already received. This includes amounts available from the security deposit. Any vacancy payment may only cover the period the unit remains vacant.

3.10 Additional Administrative Plan Provisions Applicable To The PBV Program

The following sections of this Administrative Plan also apply to the PBV Program:

Section 1 Equal Opportunity

Section 2 KCDC/Owner Responsibility/Obligation of Family

Section 7 Eligibility for Admission, 4.2, B, C, D, E, F, and I

Section 10 Assignment of Bedroom Sizes (Occupancy Standards)

Section 13 Determination of Family Income

Section 14 Verification

Section 15 Rent and Housing Assistance Payment

Section 16 Inspection Policies and Housing Quality Standards-Note:All units must meet HQS before a PBV Housing Assistance Payment Contract can be executed.

Section 17 Recertification

Section 18 Termination of Assistance to the Family by KCDC

Section 19 Complaints, Informal Reviews for Applicants, Informal Hearings for Participants

3.11 Special Housing Types Applicable To The PBV Program

Special housing types that are eligible to be assisted under the PBV program are single room occupancy units, congregate housing, group homes and cooperative housing. These units are subject to the same inspection requirements and exceptions as any other PBV units. Of the special housing types, shared housing, manufactured home space rentals and the homeownership option are ineligible to be assisted under the PBV program. Under 24CFR983.53 it states PBV assistance cannot be attached to Transitional Housing, however there is a HUD waiver process for requesting a waiver to that regulation. If a Transitional housing project that is otherwise competitive under an RFP and also offers housing opportunities for residents of at least two years, KCDC would consider submitting a waiver request to HUD to waive the prohibition.

3.12 Veteran Affairs Supportive Housing (VASH) Project Based Vouchers and Family Unification Program (FUP) Project Based Vouchers

Through HOTMA provision section 106(a)(9) KCDC is authorized to project-base Veterans Affairs Supportive Housing (VASH) vouchers and Family Unification Program (FUP) vouchers without requiring additional HUD approval. HUD has determined that no modifications are needed to 24 CFR part 983 to codify these statutory changes. Any VASH vouchers and FUP vouchers project-based pursuant to this authority must comply with the requirements of 24 CFR part 983.

4. FAMILY UNIFICATION VOUCHERS (FUP)

KCDC applied for and obtained FUP vouchers in 2018. The definition for the FUP voucher family or youth is:

4.1 FUP-Eligible Family

FUP-Eligible Family is defined as a family that the Department of Children Services (DCS) has certified as a family for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care, or in the delay of discharge of a child, or children, to the family from out-of-home care, and that KCDC has determined is eligible for a Housing Choice Voucher (HCV).

4.2 FUP-Eligible Youth

FUP-Eligible Youth is defined as a youth that DCS has certified to be at least 18 years old and not more than 24 years of age (has not reached their 25th birthday) who left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is At Risk of Becoming Homeless at age 16 or older.

4.3 Homeless

Homeless refers to the population included in the definition of this term at 24 CFR 578.3.

4.4 Lack of Adequate Housing

- A. A family or youth is living in dilapidated housing
- B. A family or youth is homeless;
- C. A family or youth is living in an overcrowded unit;
- D. A family or youth is living in a unit where the presence of a household member with certain characteristics (i.e., conviction for certain criminal activities) would result in the imminent placement of the family's child, or children, in out-of-home care; or the delay in the discharge of the child, or children, to the family from out-of-home care; or
- E. A family or youth is living in housing not accessible to the family's disabled child or children, or to the youth, due to the nature of the disability.

4.5 Living in Overcrowded Housing.

A family or youth is considered to be living in an overcrowded unit if it meets the following separate criteria for a family or youth as follows:

- A. The family is separated from its child (or children) and the parent(s) are living in an otherwise standard housing unit, but, after the family is re-united, the parents' housing unit would be overcrowded for the entire family and would be considered substandard; or
- B. The family is living with its child (or children) in a unit that is overcrowded for the entire family and this overcrowded condition may result in the imminent placement of its child (or children) in out-of-home care; or
- C. The youth is living in a unit that is overcrowded.

For purposes of the above paragraph, the PHA may determine whether the unit is "overcrowded" in accordance with PHA subsidy standards. (See Subsidy Standards as outlined in this Administrative Plan)

4.6 KCDC's responsibilities under the Family Unification Voucher Program:

- A. Accept families and youth certified by DCS as eligible for the FUP. KCDC, upon receipt of the DCS list of families and youth, must compare the names with those of families and youth already on KCDC's HCV waiting list. Any family or youth on the KCDC's HCV waiting list that matches with the DCS list must be assisted in order of their position on the waiting list in accordance with KCDC admission policies. Any family or youth certified by DCS as eligible and not on the HCV waiting list must be placed on the waiting list (pending HCV eligibility determination). If KCDC has a closed HCV waiting list, it must reopen the waiting list and place on the waiting list a FUP applicant family or youth who is not currently on KCDC's HCV waiting list. KCDC may reopen the waiting list to accept a FUP applicant family or youth without opening the waiting list for other applicants;
- B. Determine if families with children, or youth age 18 through 24 referred by DCS are eligible for HCV assistance.
- C. Determine if any families with children, or youth age 18 through 24 on its HCV waiting list are living in temporary shelters or otherwise meet the definition of homeless and may qualify for the FUP, and refer such applicants to DCS;
- D. Administer the vouchers in accordance with applicable program regulations and requirements;
- E. Comply with the provisions of the Memorandum of Understanding (MOU) signed with all the agencies listed in the MOU;
- F. Train DCS and Continuum of Care (CoC) agencies involved on KCDC's HCV procedures; and
- G. Conduct regular meetings (at least quarterly) with DCS and the CoC agencies involved.

4.7 DCS's Responsibilities as outlined in the Memorandum of Understanding (MOU)

DCS's Responsibilities as outlined in the Memorandum of Understanding (MOU) are listed in (A) through (H) below:

- A. They must establish and implement a system to identify FUP-eligible families and FUP-eligible youth within the agency's caseload and to review referrals from KCDC and the CoC agencies involved. For families, the system should prioritize families with an open case with a substantiated report of child abuse and neglect and whose children are at high risk for out-of-home placement or, for families whose children are already in out-of-home care, at high risk for experiencing additional negative child welfare outcomes (e.g., long-term open cases, reentry to the child welfare system in the form of re-reports of abuse or neglect, and repeat open cases) and where housing assistance could help the parent(s) to stabilize and participate in any other services necessary for subsequent reunification. The MOU clarifies that referrals should be made for priority families as soon as they are identified and not only upon successful completion of other aspects of families' case management plans.
- B. Establish and implement a system to identify FUP-eligible youth not currently within the agency's caseload in cooperation with the CoC agencies involved, including integrating the prioritization and referral process for FUP-eligible youth into the local CoCs' coordinated entry process.
- C. Provide written certification to KCDC that a family qualifies as a FUP-eligible family, or that a youth qualifies as a FUP-eligible youth, based upon the criteria established in Section 8(x) of the United States Housing Act of 1937;
- D. Commit sufficient staff resources to ensure that eligible families and youth are identified and determined eligible in a timely manner. This commitment must include a process to ensure that DCS's active caseload is reviewed at least once a month (when the KCDC has FUP vouchers available) to identify FUP-eligible families and FUP-eligible youth and refer them to the KCDC. Additionally, DCS must be prepared to provide referrals to the KCDC within 30 working days of receiving notification from the PHA about voucher availability;
- E. Commit sufficient staff resources to provide follow-up supportive services after the youth leases a unit, documenting the source of funding for these services. DCS is encouraged to leverage non-federal fund sources such as: State, local, philanthropic, and faith-based organizations;
- F. Comply with the provisions of the MOU;
- G. Train KCDC and CoC agencies involved on DCS's referral procedures; and
- H. Conduct regular meetings (at least quarterly) with KCDC and CoC agencies involved.

4.8 The Continuum of Care Agencies Responsibilities Are Outlined Below:

- A. Integrate the prioritization and referral process for FUP-eligible youth into the local CoC(s)' coordinated entry process;
- B. Identify services, if any, to be provided using CoC program funds to FUP-eligible families and/or youth who qualify for CoC program assistance;
- C. Participate in regular meetings conducted by KCDC and DCS (at least quarterly); and
- D. Comply with the provisions of the MOU.

4.9 The MOU signed by DCS and the COC agencies clearly addresses, at a minimum, the following:

- A. KCDC and DCS's commitment to administering the program.
- B. The CoC's commitment to integrate the prioritization and referral process for FUP-eligible youth into the local CoC's coordinated entry process.
- C. KCDC and DCS's goals and standards of success in administering the program.
- D. KCDC, DCS and CoC(s) each identified a staff position that will serve as the lead FUP liaison.
- E. KCDC and DCS agree to cooperate with any program evaluation efforts undertaken by HUD, or a HUD-approved contractor, including compliance with HUD approved evaluation protocols and data sharing requests.
- F. Assistance will be provided to FUP families and youth in locating housing units and working with landlords to secure appropriate eligible units.

G. The services to be provided to FUP-eligible youth by DCS or by another agency/organization under agreement/contract with DCS. All of the services in (1) through (5) below will be provided for a period of at least 18 months to FUP-eligible youth receiving rental assistance through the use of a FUP voucher regardless of age (e.g., FUP-eligible youth enters the program at age 24 and 10 months, DCS or another agency/organization under agreement/contract with DCS must still provide 18 months of service, even though after two months the youth no longer meets the initial age of eligibility for FUP youth).

1. Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g., doctors, medication, and mental and behavioral health services).
2. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
3. Providing such assurances to owners of rental property as are reasonable and necessary to assist a FUP-eligible youth to rent a unit with a FUP voucher.
4. Job preparation and attainment counseling (where to look/how to apply, dress, grooming, and relationships with supervisory personnel, etc.).
5. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school or college; including successful work ethic and attitude models.

KCDC will administer the FUP vouchers in accordance with applicable program regulations and requirements.

KCDC will encourage participation in the Family Self- Sufficiency Program for FUP eligible Families and FUP eligible Youth as referenced in the Housing Choice Voucher Family Self-Sufficiency Action Plan.

5. FOSTERING YOUTH TO INDEPENDENCE INITIATIVE (FYI)

KCDC applied for FYI vouchers in 2021. Through the FYI initiative HUD will provide TPVs for youth eligible under the FUP, subject to availability. Per the Consolidated Appropriations Act, 2019 (2019 Appropriations Act) (Public Law 116-6, approved February 15, 2019), TPV appropriated funds may be used for FUP under Section 8(x) of the U.S. Housing Act of 1937 (42 U.S.C. 1437f(x)).

5.1 Youth Eligibility

- A. The population eligible to be assisted with funding under this notice are youth certified by a Public Child Welfare Agency (PCWA) identified as DCS for KCDC's FYI vouchers, and youth are certified by DCS as meeting the following conditions:
1. Has attained at least 18 years and not more than 24 years of age;
 2. Left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5) (H) of the Social Security Act at age 16 or older; and
 3. Is homeless or is at risk of becoming homeless

5.2 Partnership Agreement

A. KCDC's Responsibilities Under FYI

1. KCDC must accept referrals of youth certified by the PCWA as eligible for assistance under this notice.
2. KCDC must determine if youth referred by the PCWA are eligible for HCV assistance.
3. KCDC must amend the administrative plan in accordance with applicable program regulations and requirements, if needed.

B. DCS's Responsibilities Under FYI

1. DCS must have a system for identifying FUP-eligible youth within the agency's caseload and review referrals from the PHA and CoC.
2. DCS must have a system for prioritization of referrals to ensure that youth are prioritized for a FYI TPV based upon

level of need and appropriateness of the intervention.

3. DCS must provide written certification to the PHA that a youth is FUP eligible.
4. DCS must provide or secure a commitment for the provision of required supportive services.

C. CoC's Responsibilities Under FYI

1. Integrate the prioritization and referral process for FUP-eligible youth into the CoC's coordinated entry process.
2. Identify services, if any, to be provided using CoC program funds to youth who qualify for CoC program assistance.
3. Make referrals of FUP-eligible youth to the DCS

5.3 Additional Program Requirements

- A. Turnover. These vouchers "sunset" when the youth leaves the program. This means that KCDC cannot reissue the HCV assistance issued under this notice when the youth exits the HCV program. When the youth exits the HCV program, HUD will reduce KCDC's HCV assistance to account for the removal of the FYI TPV assistance from KCDC's HCV baseline inventory.
- B. Youth Failure to Use Voucher. Should a youth fail to use the voucher, KCDC must notify HUD, and HUD will reduce the KCDC's HCV assistance to account for the removal of the FYI TPV assistance from KCDC's HCV baseline inventory.
- C. Project-Basing. As a result of these vouchers "sunsetting" when the youth leaves the program, KCDCs are prohibited from project-basing the assistance provided under this notice.
- D. Reporting. KCDCs must maintain a special program code for FYI TPV participants in line 2n of the Family Report (form HUD- 50058) or line 2p of the MTW Family Report (form HUD-50058), as applicable. The special program code is "FYITPV." KCDCs must also properly record the date KCDC issues the voucher to the youth, the date of admittance to the program, and expiration of said voucher in line 2a.
- E. Waiting List Administration. The funding is targeted to a specific person. As a result, KCDC must use the assistance for that person. KCDC may admit the youth that is not on KCDC's waiting list, or without considering the family's waiting list position. KCDC must maintain records showing the family was admitted with HUD-targeted assistance.
- F. Length of Assistance. As required by statute, a FYI TPV may only be used to provide housing assistance for youth for a maximum of 36 months.
- G. Administrative Plan. KCDC administrative plan must be amended in accordance with applicable program regulations and requirements, if needed.

6. Emergency Housing Vouchers (EHV)

6.1 Introduction

KCDC and the CoC are committed to administering the EHV's in accordance with all program requirements. KCDC's goals are to reduce the barriers to housing that many EHV participants currently face on a daily basis. In partnership with the CoC and the community service providers which make up the CoC alongside the City, through its Office on Homeless, as collaborative applicant, KCDC will strive to achieve sustainable housing for the participants of the EHV program. Successful administration will be achieved when all 63 vouchers which HUD has allocated to KCDC are utilized with identified EHV participants.

6.2 Eligibility

- A. In order to be eligible for an EHV, an individual or family must meet one of four eligibility categories as the same are defined as follows:
 1. Homeless
 2. At risk of homelessness
 3. Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or

4. Recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability
- B. The CoC or partnering service provider is responsible for verifying at the individual or family meets one of the four aforementioned eligibility categories. The CoC or partnering service provider must provide supporting documentation to the KCDC of the verification that the family meets one of the four aforementioned eligibility categories.

6.3 Service Provided to Eligible Families

- A. Support individuals and families in completing applications and obtaining necessary supporting documentation to support referrals and applications for assistance while aiding households in addressing barriers.
- B. Support KCDC in ensuring appointment notifications to eligible individuals and families and will assist eligible households in getting to meetings with KCDC.
- C. Provide housing search assistance for eligible individuals and families.
- D. Provide counseling on compliance with lease requirements.
- E. Assess individuals and families who may require referrals for assistance on security deposits, utility hook-up fees, and utility deposits.
- F. Assess and refer individuals and families to benefits and supportive services, where applicable.

6.4 Roles and Responsibilities

A. KCDC's Roles and Responsibility under EHV

1. Coordinate and consult with the CoC in developing the services and assistance to be offered under the EHV services fee.
2. Accept direct referrals for eligible individuals and families through the CoC Coordinated Entry System ("CES").
3. Provide an established and reasonable dollar amount to be paid for essential household items.
4. Allow for pre-inspections of Housing Quality Standards ("HQS") or NSPIRE if applicable, units to expedite the leasing process.
5. Provide retention payments to owners who agree to renew the lease of an EHV family.
6. Provide an established and reasonable dollar amount for moving expenses when an EHV family initially leases a unit.
7. Commit a sufficient number of staff and necessary resources to ensure that the application, certification, and voucher issuance processes are completed in a timely manner
8. Commit a sufficient number of staff and resources to ensure that inspections of units are completed in a timely manner.
9. Designate a staff to serve as the lead EHV liaison.

B. CoC & Partnering Service Provider Roles and Responsibilities

1. Designate and maintain a lead EHV liaison to communicate with KCDC.
2. Refer eligible individuals and families to KCDC using the community's CES.
3. Support eligible individuals and households in completing and applying for supportive documentation to accompany admissions application to KCDC.
4. Attend EHV participant briefings when needed.

5. Assess all households referred for EHV for mainstream benefits and supportive services available to support eligible individuals and families through their transition.

Identify and provide supportive services to EHV families, including, as applicable and available, housing search assistance, security deposit assistance, utility deposit assistance/utility arrearage assistance, and/or assistance with fees or rents currently owed to housing owners. (While EHV participants are not required to participate in services, the CoC will assure that services are available and accessible.)

7. Moving to Work

7.1 Introduction

Moving to Work- The Moving to Work (MTW) demonstration permits participating state and local housing agencies to obtain broad waivers of federal rules governing the public housing and Housing Choice Voucher programs so they can test alternative policies related to work and other areas.

Pursuant to HUD approval the following will be implemented:

A. Payment Standards – Small Area Fair Market Rents

KCDC is authorized to adopt and implement any reasonable policy to establish payment standards based upon Small Area Fair Market Rents (SAFMR). In lieu of establishing a unique payment standard for each ZIP code area within its jurisdiction, KCDC may use this flexibility to establish payment standards for “grouped” ZIP code areas. KCDC will have the ability to have a larger range to go beyond FMR or SAFMR, providing KCDC the opportunity to evaluate which area or zip code will be increased higher than the regular 110%.

B. Payment Standards – Fair Market Rents

KCDC is authorized to adopt and implement any reasonable policy to establish payment standards based upon Fair Market Rents (FMR). KCDC will adopt a payment standard that is between 80% to 120% of the Fair Market Rents (FMR). Payment standards will be reviewed on an annual basis when the new FMR is published, and at other times as determined necessary.

C. Alternative Inspection Schedule

KCDC is authorized to establish a local inspection schedule for all or a portion of its HCV units. KCDC will adopt a 36-month schedule for HQS or NSPIRE (if applicable) inspections. This will update the current inspection schedule from biannually to triennially.

D. Project-Based Voucher Program Flexibilities

KCDC is authorized to increase the program cap to 50% for which KCDC could award Project-Based Voucher contracts.

E. Project-Based Voucher Program Flexibilities

KCDC is authorized to implement a project cap of up to 100% of the units for a Project-based voucher project.

F. Elimination of PBV Selection Process for PHA-owned Projects Without Improvement, Development, or Replacement

KCDC is authorized to award project-based voucher units to properties owned by KCDC, or a single-asset entity of KCDC without engaging in a competitive selection process.

G. Limit Portability for PBV Units

KCDC is authorized to limit PBV households the ability to request portability to a tenant-based voucher to 24 months versus 12 months.

H. Housing Development Programs

Programs that use MTW Funding to acquire, renovate and/or build affordable units for low-income families that are not public housing units. Eligible activities may include gap financing for non-PHA development of affordable housing, development of project-based voucher units or tax credit partnerships. KCDC is authorized to the flexibility to allocate up to 10% of its HAP budget to the acquisition, renovation, or building affordable rental units (non-public housing) for low-income families.

8. Eligibility For Admission

8.1 Introduction

There are five eligibility requirements for admission to Section 8: Qualifies as a family, has an income within the limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet KCDC screening criteria to be admitted to Section 8 Housing Assistance Programs.

8.2 Eligibility Criteria

A. Family Type:

1. Family includes, but is not limited to, the following, regardless of actual perceived sexual orientation , gender identity or marital status. Sexual orientation means homosexuality, heterosexuality or bisexuality. Gender identity means actual or perceived gender-related characteristics.
 - a. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
 - b. A group of persons residing together, and such group includes, but is not limited to:
 - i. A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family);
 - ii. Unborn children and children in the process of being adopted are considered family members for the purposes of determining bedroom size but not considered family members for determining income limit.
2. An elderly family, which is:
 - a. A family whose head, spouse, cohead or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A near-elderly family (if applicable), which is:
 - a. A family whose head, spouse, cohead or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons who are at least 50 years of age but below the ages of 62 living together; or
 - c. One or more persons who are at least 50 years of age but below the ages of 62 living with one or more live-in aides.
4. A disabled family, which is:
 - a. A family whose head, spouse, or cohead is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
5. A non-elderly disabled family which is:
 - a. A household composed of one or more non-elderly persons with disabilities which may include additional household members who are not non-elderly person with disabilities. A household where the sole member is an emancipated minor is not an eligible household.
 - b. The non-elderly person with disabilities is a person who is 18 years of age or older and less than 62 years of age and
 - i. Has a disability as defined in 42 U.S.C 423;
 - ii. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - 1.) Is expected to be of long-continued and indefinite duration;
 - 2.) Substantially impedes his or her ability to live independently, and
 - 3.) Is of such a nature that the ability to live independently could be improved by more suitable housing

conditions; or

iii. Has a developmental disability as defined in 42 U.S.C. 6001.

6. A displaced family is a family in which each member, or whose sole member has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
7. A remaining member of a tenant family, providing they meet all other eligibility criteria.
8. A single person who is not elderly or displaced person, a person with disabilities or the remaining member of a family.

B. Income eligibility

1. To be eligible to receive assistance, a family shall be:
 - a. Very low-income;
 - b. A low-income family continuously assisted under the public housing, Section 23, or Section 8 programs;
 - c. A low-income family that is a non-purchasing tenant in certain home ownership programs;
 - d. A low-income family or moderate-income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing.
 - e. Extremely Low-income family. A very low-income family whose income does not exceed the higher of:
 - vi. The poverty guidelines established by the Department of Health and Human Services applicable to the family size involved; or
 - vii. 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income ceilings higher or lower than 30 percent of the area median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.
2. Income limits apply only at admission and are not applicable for continued occupancy; however, as income rises the assistance will decrease.
3. The applicable income limit for issuance of a voucher is the highest income limit for the family size for areas within KCDC's jurisdiction. The applicable income limit for admission to the program is the income limit for the area in which the family is initially assisted in the program. The family may only use the voucher to rent a unit in an area where the family is income eligible at admission to the program.
4. Families who are moving into KCDC's jurisdiction under portability and have not used their voucher to receive assistance at their initial housing agency must meet the income limit for the area where they were initially assisted under the program.
5. Families who are moving into KCDC's jurisdiction under portability and are already program participants at their initial housing agency do not have to meet the income eligibility requirements for KCDC's program.
6. Income limit restrictions do not apply to families transferring units within KCDC's Section 8 Housing Choice Voucher Program.

Pursuant to the United States Housing Act of 1937 Section 16 subsection (a) (42 U.S.C 1437n(a)) which was amended with the issuance of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, KCDC will implement the revised regulations related to income and assets in HOTMA Sections 102 and 104 as early as January 1, 2024, but no later than January 1, 2025, based on when KCDC's software is able to submit to the Housing Information Portal (HIP).

- a. Asset Limitation: HOTMA imposes a \$100,000 asset limit for eligibility and continued assistance. Families are also ineligible for assistance if they own real property suitable for occupancy.
- b. Adjustments for Inflation: Deductions and the asset limitation will be adjusted for inflation annually, ensuring that deductions do not lose value over time and that families are able to build more wealth without losing program assistance. The current deduction amounts have never been adjusted.

C. Citizenship/Eligible Immigration Status

To be eligible, each member of the family must be a U.S. citizen, U.S. national, or a noncitizen that has eligible immigration status. At least one family member must be a citizen, national or noncitizen with eligible immigration status in order for the family to qualify for any level of assistance.

All new applicants and family members will be required to provide the following documentation before an application can be approved.

1. Birth Certificate, Naturalization papers
2. Current U.S. Passport
3. Church issued baptismal certificate
4. U.S. Military discharge paperwork (DD 214)
5. Current employer identification card
6. For Children: Birth certificate, adoption papers, custody agreement, Health and Human Services ID or Certified school records.
7. Picture ID for all adult members in the household.

Family eligibility for assistance:

1. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
2. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Section 12.4(F) for calculating rents under the noncitizen rule).
3. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

Prior to admission to any Section 8 Rental Assisted Program, each family member must provide verification of their Social Security number. If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the members must provide a letter from the Social Security Administration or other federal or state government agency. The application will retain its position on the waiting list while the required documentation is being obtained. If the documentation is not provided within the allotted time, the application will be denied. If the Social Security card name and picture ID name do not match, KCDC will use the Social Security name and require proof of name change such as marriage license, court documentation, etc.

Social Security cards cannot be a photo copied card, it must be an original.

New family members must provide Social Security card or Social Security letter prior to being added to the lease. All children must have a Social Security card or Social Security letter prior to being added to the lease. If a child under the age of six (6) years of age was added to the assistance applicant household within the six (6) month period prior to the household's date of voucher issuance, the assistance applicant may become a participant, so long as the documentation required is presented to KCDC within 90 days from date of admission into the program which means by the effective date of the Housing Assistance Payment Contract. KCDC will grant an additional 90 day period if it is determined the assistance applicant's failure to comply was due to circumstances beyond their control. Failure to provide the social security card within these timeframes may result in withdrawal of application or termination of assistance.

E. Signing Consent Forms

1. To be eligible, each member of the family who is at least 18 years of age, and each family head and spouse, regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD and KCDC to obtain from State Wage Information Collection Agencies (SWICAS) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy;
 - b. A provision authorizing HUD or KCDC to verify, with previous or current employers, income information pertinent to the family's eligibility for, or level of, assistance;
 - c. A provision authorizing HUD or KCDC to request income verifying information pertinent to the family's eligibility or level of benefits; and

- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

F. Suitability for Tenancy

KCDC determines eligibility for participation and will also conduct criminal background investigations on all adult household members, including live-in aides. KCDC will deny assistance to a family because of drug-related or violent criminal activity by family members. This investigation will be made through state or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. If the individual has lived outside the local area, KCDC may contact law enforcement agencies where the individual had lived or request an investigation through the FBI's National Crime Information Center (NCIC).

No applicant who had been a victim of domestic violence, sexual assault, 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 HUD form 5382 (which is available at the Section 8 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 applicant family has sought assistance in addressing the domestic violence, sexual assault, dating violence, or 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.

Once the assistance is approved and a tenant lease has been completed, the abuser may not be permitted to reside with the tenant during the first year of the tenancy. If the abuser is found to be residing with the tenant after the lease is signed, the tenant's assistance will be terminated.

KCDC will ban for life any family member who has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property.

KCDC will check with the Federal Sex Offender Registration Program and will ban for life any individual who is registered as a sex offender.

Additional screening is the responsibility of the owner. Upon request of a prospective owner, KCDC will provide any factual information or third party written information it has relevant to a tenant's history of, or ability to, comply with material standard leasing terms or any history of drug trafficking.

G. Abandonment

If an applicant previously abandoned a Section 8 unit, they must prove they have lived in good standing and without abandonment of any property for the past two (2) years before they can apply.

H. New restrictions on eligibility of certain students (both part and full time) who are enrolled in institutions of higher education are as follows:

Applicants seeking assistance on their own separate from their parents and are enrolled at an institution of higher education, are under 24 years of age, not a veteran, not married and do not have a dependent child are subject to a two part income eligibility test. Both the student and the student's parent must be income eligible in order for the student to be eligible to receive Section 8 assistance.

Parents for purposes of the student eligibility restriction mean the biological or adoptive parents or guardian (e.g. grandparents, aunt/uncle, godparents, etc.). However, if a student can determine to be independent from his/her parents in accordance with KCDC policy; KCDC does not need to consider the income of the student's parents in determining the student's eligibility.

KCDC policy will consider as an independent student a student who meets one or more of the following criteria:

1. Be at least 24 years old by December 31 of the award year for which aid is sought;
2. Be an orphan or ward of the court through age 18;
3. Be a veteran of the U.S. Armed Forces;
4. Have legal dependents other than a spouse (for example, dependent children or elderly dependent parent);
5. Be a graduate or professional student; or,
6. Be married.

9. Managing The Waiting List

9.1 Opening and Closing the Waiting List

Opening of the waiting list will be announced via public notice that applications for the Section 8 Housing Choice Voucher Program will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation, on KCDC's official website, and in available minority media.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and that such applicants will not lose their place on other waiting lists when they apply for the Section 8 Housing Choice Voucher Program. The notice will include the Fair Housing logo and slogan and otherwise be in compliance with Fair Housing requirements.

KCDC reserves the right to close the waiting list at its discretion. Closing of the waiting list will be announced via public notice. The public notice will state the date the waiting list will be closed. The public notice will be published in a local newspaper of general circulation and also by other available media sources such as the KCDC web page, e-mail to agency partners, etc. The waiting list closing dates may also be listed in the waiting list opening announcement.

9.2 Taking Applications

When funding available, families wishing to apply for a KCDC Section 8 Housing Choice Voucher are required to complete an online pre-application the second Wednesday of the month, during the hours of 8:00 A.M. and 3:00 P.M.

As a reasonable accommodation, KCDC's online applicant portal is available to applicants the second Wednesday of each month between the hours of 8:00 a.m and 3:00 p.m. Anyone who cannot complete an online pre-application through the applicant portal may come to the office in person to complete their pre-application at the Family Justice Center KCDC office located at 400 Harriet Tubman Street, Knoxville, Tennessee 37915. Pre-applications will only be accepted during the hours of 8:00 a.m. and 3:00 p.m., the second Weds of the month.

Portable applicants wishing to port their Housing Choice Voucher into KCDC will be seen Monday through Friday from the hours of 8:00-2:00. Any portable applicant who wishes to port into KCDC must have at least 30 days remaining on their Housing Choice voucher.

Once an online pre-application is completed, the online pre-application must be converted to a full application. The family will be required to update their information with KCDC by providing information about all household members, including name, address, telephone number, composition, Social Security number, picture identification for all adult household members, racial or ethnic designation, income verification, citizenship/eligible immigration information, and information establishing any preferences to which the family may be entitled. The family must sign the Authorization to Release Records and Information and HUD's Authorization for the Release of Information/Privacy Act Notice forms. KCDC reserves the right to require online updates.

Upon receipt of the family's application, KCDC will make a preliminary determination of eligibility. If KCDC determines the family to be ineligible, KCDC will notify the family and state the reason(s). KCDC will offer the family the opportunity for an informal review of the determination.

KCDC will ensure that verification of all preferences, eligibility, suitability selection factors are current to determine the family's final eligibility for admission into a KCDC Section 8 Housing Choice Voucher Program.

9.3 Organization Of The Waiting List

The waiting list will be maintained according to the following guidelines:

- A. Applications will be sorted based on the highest weighted preference assigned to an application followed by the date and time. Highest weighted preference means the application with the most preference points. Weighed preferences include: 30 points for Government Action Displacement, 20 points for Involuntarily Displaced, 17 points for Limited Homeless CES, 15 points for Substandard Housing plus working/disabled/handicapped or elderly, 10 points for substandard housing, 5 points for Disabled/handicapped/elderly, 1 point for being a resident of Knox County.
- B. The application will be a permanent file document.
- C. The waiting list cannot be maintained by bedroom size under HUD regulations.

9.4 Families Nearing The Top Of The Waiting List

When KCDC has vouchers available and is prepared to offer the vouchers to eligible applicants, the family whose application is more than two months old must update household composition, preferences, and income. KCDC will re-verify the family's eligibility. If the family is no longer eligible for the Section 8 Housing Choice Voucher Program, KCDC must notify the family in writing of this determination and give the family the opportunity for an informal review.

9.5 Missed Appointments

All applicants who fail to keep a scheduled appointment will be sent a notice of denial.

KCDC will allow the family to reschedule appointments for good cause. When a good cause exists and applicant can provide proof of an acceptable reason for missing their appointment, KCDC will work closely with the family to find a more suitable time. Any applicant whose name is being removed from the waiting list will be notified by KCDC, in writing, that they have ten (10) working days from the date of the written correspondence to request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified.

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

9.6 Purging The Waiting List

KCDC will update and purge its waiting list as necessary to ensure that the pool of applicants reasonably represents interested families. Purging also enables KCDC to update the information regarding address, family composition, income category, and preferences. KCDC will maintain an application for three years after it has been withdrawn. After three years, the application will be destroyed.

9.7 Removal Of Applicants From The Waiting List

KCDC will not remove an applicant's name from the waiting list unless:

- A. The applicant request that the name be removed;
- B. The applicant fails to respond to a written request for information, a request to declare their continued interest in the program or misses scheduled appointments; or
- C. The applicant does not meet either the eligibility or screening criteria for the program.

9.8 Grounds For Denial

No applicant who has been a victim of domestic violence, sexual assault, 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:

- A. Completing HUD form 5382 (which is available at the KCDC Section 8 office);
- B. 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 applicant family) has sought assistance in addressing domestic violence, sexual assault, dating violence, or stalking or the effects of abuse (this certification must be sworn under penalty of perjury);
- C. Producing Federal, State, or Local police or court record.

KCDC will deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process within the time frame allotted;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;

- E. 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 well-being of other tenants or staff, or cause damage to the property.

Consideration may be given to applicants:

1. With records of violent criminal activity who have had no arrests or convictions within a three-year, unsupervised period;
 2. With records of drug-related criminal activity that have had no arrests or convictions within a three-year, unsupervised period.
- F. Currently owes rent or other amounts to KCDC or any other housing agency in connection with the public housing or Section 8 Rental Assistance Programs;
- G. 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;
- H. Have a family member who was evicted from federally assisted housing within the last five years;
- I. Have a family member who was evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- J. Have a family member who illegally used a controlled substance or abused alcohol in a way that 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 alcohol;
 2. The person has successfully completed a supervised drug or alcohol rehabilitation program as evidenced by at least a One(1)year, unsupervised period of no arrests or convictions for drug-related activities; or
 3. The person has otherwise been rehabilitated successfully.
- K. Have engaged in threatened, abusive or violent behavior toward any KCDC staff member or resident;
- L. Have a family household member who has been terminated under the Voucher Program during (but not limited to) the last three years;
- M. Anyone who has been added to the KCDC "NO Trespass" list will be denied housing unless they are approved to be removed from the "No Trespass list."
- N. Denied for Life: If a family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- O. Denied for Life: If a family member has a registration under a sex offender registration program.

9.9 Notification Of Negative Actions

Any applicant whose name is being removed from the waiting list will be notified by KCDC in writing. They have ten (10) days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified.

9.10 Informal Review

If KCDC determines that an applicant does not meet the criteria for receiving Section 8 rental 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 days of the denial notice. KCDC will describe how to obtain the informal review. The informal review process is described in Section 19.4 of this Plan.

10. Selecting Families To Receive Assistance

Applicants will be selected to receive Section 8 rental assistance either as a special admission or as a waiting list admission.

10.1 Special Admission (non-waiting list): Assistance targeted by HUD.

- A. If HUD awards a KCDC program funding that is targeted for families living in specified units:
 - 1. KCDC must use the assistance for the families living in these units.
 - 2. KCDC may admit a family that is not on KCDC's waiting list, or without considering the family's waiting list position. KCDC must maintain records showing that the family was admitted with HUD-targeted assistance.
- B. The following are examples of types of program funding that may be targeted for a family living in a specified unit:
 - 1. A family displaced because of demolition or disposition of a public housing project;
 - 2. A family residing in a multifamily rental housing project when HUD sells, forecloses or demolishes the project;
 - 3. For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990 (41 U.S.C. 4101 et seq.):
 - a. A non-purchasing family residing in a project subject to a homeownership program (under 24 CFR 248.173); or
 - b. A family displaced because of mortgage prepayment or voluntary termination of a mortgage insurance contract (as provided in 24 CFR 248.165);
 - 4. A family residing in a project covered by a project-based Section 8 HAP contract at or near the end of the HAP contract term; and
 - 5. A non-purchasing family residing in a HOPE 1 or HOPE 2 project.
 - 6. Enhanced Vouchers are special admissions under 24CFR 982.203 and therefore do not have to be selected from KCDC's waiting list.

A special admission permits selecting a family for assistance that is not on the Section 8 waiting list or without considering the family's waiting list position. Records are maintained that show the family was selected for HUD-targeted assistance.

10.2 Waiting List Admission

Except for special admissions, applicants must be selected from the Section 8 waiting list. KCDC will adopt a limited preference for a Continuum of Care designated collaborative applicant. Applicant must be a current CHAMP participant and identified as most vulnerable through the Coordinated Entry system. This preference will be our third and limited to 100 qualified applicants picked from the Coordinated Entry system. KCDC reserves the right to select applications through a randomly selected lottery pull. If KCDC decides to use the lottery pull, applications will be ranked in order of preference from preferences listed below.

In order for a pre-application to be completed, a pre-applicant must have one of the following preferences:

- A. First Preference: (Displaced by Government Action, 30 points)

An applicant family who is displaced by government action or an applicant whose dwelling has been extensively damaged or destroyed as a result of disaster, declared or otherwise formally recognized pursuant to federal relief laws.

- B. Second Preference: (Involuntary Displacement, 20 points)

An applicant family who is in need of immediate shelter by reason of extreme hardship, such as disaster. For example: an action by a housing owner that is beyond the applicant's control and that occurs despite the applicant having met all previous conditions of occupancy, and is other than a rent increase; a disaster or catastrophe, such as fire, flood or storm that has caused the unit to be uninhabitable.

The hardship will be governed by the position that preference will not be given to a family who is, or is expected to be, without housing for failure to pay rent or carry out other normal obligations of residency.

An applicant family who is in need of immediate shelter by reason of extreme hardship such as individuals who are fleeing, or attempting to flee domestic violence, dating violence, sexual assault or stalking and victims of reprisals or hate crimes. 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 rehousing in order to avoid or minimize the risk of violence against family members.

It is the responsibility of the applicant to document to the satisfaction of KCDC that the housing condition is caused by circumstances beyond the family's control. Written verification from the appropriate unit or agency of government, the property owner, or social services agency is required.

C. Third Preference: Limited Homeless CES preference, 17 points

An applicant family who currently resides in substandard housing or who is homeless without a fixed nighttime residence or staying in a supervised shelter. To be eligible for the Limited Homeless CES preference, applicant must be a current Coordinated Housing Assessment and Match Plan (CHAMP) participant and identified as most vulnerable through the Coordinated Entry system.

For purposes of this preference, substandard housing is defined as any dwelling that is unsafe, unsanitary, or overcrowded due to its location, structural condition or lack of utilities. For example:

1. A unit that an agency or unit of government has declared unfit for habitation;
2. A unit is dilapidated and endangers health and safety;
3. A unit that is overcrowded (to be determined by KCDC's subsidy standards in Section 7.1) or without one or more of the following for the exclusive use of the applicant family: operable plumbing; usable flush toilet; usable bathtub or shower; adequate safe electricity; safe or adequate heat; kitchen, if designed for one. Third preference also includes applicants who lack a fixed, regular and adequate nighttime residence;
4. A Non-Elderly persons with disabilities transitioning out of institutional and other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless.

D. Fourth Preference: (Substandard Housing, 10 points *** 15 points if substandard and working/disabled/handicapped/elderly*)

An applicant family who currently resides in substandard housing or who is homeless without a fixed nighttime residence or staying in a supervised shelter. For purposes of this preference, substandard housing is defined as any dwelling that is unsafe, unsanitary, or overcrowded due to its location, structural condition or lack of utilities. For example:

1. A unit that an agency or unit of government has declared unfit for habitation;
2. A unit is dilapidated and endangers health and safety;
3. A unit that is overcrowded (to be determined by KCDC's subsidy standards in Section 10) or without one or more of the following for the exclusive use of the applicant family: operable plumbing; usable flush toilet; usable bathtub or shower; adequate safe electricity; safe or adequate heat; kitchen, if designed for one.
Third preference also includes applicants who lack a fixed, regular and adequate nighttime residence
4. A Non-Elderly persons with disabilities transitioning out of institutional and other segregated settings, at serious risk of institutionalization, homeless or at risk of becoming homeless.

E. Fifth Preference: (Disability, 5 Points)

1. An elderly family as defined herein that has a member(s) with disabilities;
2. A non-elderly disabled family as defined on page 25 of this Administrative Plan

F. Local Residency Preference (1 Point) – Knox County residents will be selected from the waiting list for a Housing Choice Voucher before a non-Knox County resident.

G. All Other Eligible Applicants

All other applicants that do not meet the definitions of the preference categories.

10.3 Selection From The Waiting List

Based on the above preferences, all families in preference A will be offered housing before any families in preference B, and preference B families will be offered housing before any families in preference C, and so forth. HUD targeted allocations will be

offered to families that meet the target specifications with offers based on priority and then by the sequence within the above-prescribed preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced will be offered housing before other single persons.

Notwithstanding the above, if necessary to meet the statutory requirements that 75% of newly admitted families in any fiscal year be families who are extremely low-income (unless a different target is agreed to by HUD), KCDC retains the right to skip higher income families on the waiting list to reach extremely low-income families. This measure will be taken only if it appears the goal will not otherwise be met. To ensure this goal is met, KCDC will monitor incomes of newly admitted families and the income of the families on the waiting list.

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

11. Voucher Distribution

11.1 Assignment Of Bedroom Sizes (Occupancy Standards)

KCDC will provide assistance for a particular bedroom size – the bedroom size is a factor in determining the family's level of assistance. The following guidelines will determine each family's unit size without overcrowding or over housing:

NUMBER OF BEDROOMS	NUMBER OF PERSONS	
	Minimum	Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons. Two adults will not share a bedroom unless they are a couple. KCDC will review, if applicable, on a case by case basis.

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, and children who are temporarily away for school, temporarily in foster care, or temporarily removed from the home for a period of time. The child may be out of the home for six months and if not back in the home after six months, the assistance size will decrease unless there is court documentation justifying the reason the child has not been returned to the home.

Bedroom size will also be determined using the following guidelines:

- A. Children of the opposite sex will not share a bedroom. Children of the same gender will share a bedroom until 18 years of age or until the oldest child is within two years of turning 18.
- B. Children of the opposite sex (both under the age of two (2) will share a bedroom. If the child turns two (2) within two months of a tenant move, KCDC will increase the bedroom size allowance at next recertification.
- C. When there is a change in custody, the parent who receives residential custody will receive the appropriate voucher size. KCDC will not permit anyone to add a child to the lease that is not born to tenant, unless they have residential custody of the child or guardianship. Under extenuating circumstances notarized statement will be permitted;
- D. Adults and children (unless under age two) will not be required to share a bedroom. If a mother is pregnant and has a child under two, the child under two will be eligible for it's own bedroom or if the same gender as another child, may share the bedroom with that child and the mother will have a bedroom of her own. KCDC will give the larger bedroom size if within 60 days of having the new child.
- E. Foster adults and foster children will not be required to share a bedroom with family members;
- F. Live-In Aides will be allowed a separate bedroom. To qualify as a live-in aide, the tenant's medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability must document the tenant needs a live-in aide. KCDC will screen and add the live-in aide to the tenant's assistance. (See Glossary for complete definition of live-in aide.)

- G. Additional Member of Household may be added once they are deemed eligible through the screening process, however, If a tenant wants to add an adult member to the lease, they must have the approval of owner/ landlord of the property and a lease addendum must be signed. Once the addendum is signed and the other adult member is added, they cannot be removed from the lease unless the owner/landlord permits the removal from the lease.

KCDC will grant exceptions to normal occupancy standards when a family requests a larger bedroom-size voucher than the guidelines allow and documents a medical reason why the larger size is necessary (see Section 1.2 on requesting a reasonable accommodation). When a reasonable accommodation request is granted for a live in aide or for an extra bedroom for medical equipment, the independent contract inspection company will validate at each inspection if the additional bedroom is still being used for the approved accommodation.

The family unit size will be determined by KCDC according to the above guidelines and will determine the maximum rent subsidy for the family; however, the family may select a unit that may be larger or smaller than the family unit size allocated. If the family selects a smaller unit, the payment standard for the smaller size will be used to calculate the subsidy. If the family selects a larger size, the payment standard for the family's voucher size will determine the maximum subsidy.

The voucher holders utility allowance will be based on the bedroom size of the voucher for which a household qualifies regardless of the size of the unit leased. KCDC will approve a utility allowance that is higher than the applicable utility schedule if needed as a reasonable accommodation.

11.2 Voucher Briefing

As the family's name reaches the top of the waiting list, the family will be invited to attend a briefing explaining how the program works. To receive a voucher, the family is required to attend the briefing. If they cannot attend the originally scheduled briefing, they may attend a later session. If the family fails to attend two briefings without good cause, their voucher will be withdrawn. KCDC reserves the right to conduct briefings telephonically, via video-teleconferencing, web cast or through other virtual platforms absent a request by a party for an in-person briefing. Briefing packets will be mailed. KCDC will ensure that electronic information stored or transmitted is secure and meets the requirements for accessibility for persons with disabilities and persons with LEP. KCDC will follow guidance outlined in PIH notice 2020-32.

The briefing will cover at least the following subjects:

- A. A description of the program;
- B. Family and owner responsibilities;
- C. Where the family may rent a unit, including inside and outside KCDC's jurisdiction;
- D. Types of eligible housing;
- E. For families qualified to lease a unit outside KCDC's jurisdiction under portability, an explanation of how portability works;
- F. An explanation of the advantages of living outside an area of low income and minority concentration; and
- G. An explanation that the family share of rent may not exceed 40% of the family's monthly adjusted income if the gross rent exceeds the applicable payment standard.

11.3 Packet

During the briefing, KCDC will give the family a packet covering at least the following subjects:

- A. The term of the voucher and KCDC's policy on extensions and suspensions of the term. The packet will include information on how to request an extension and forms for requesting extensions;
- B. How KCDC determines the housing assistance payment and total tenant payment for the family;
- C. Information on the payment standard and the utility allowance schedule;
- D. How KCDC determines the maximum rent for an assisted unit;
- E. Where the family may lease a unit. For families qualified to lease outside KCDC's jurisdiction, the packet includes an explanation of portability;
- F. The HUD-required tenancy addendum that provides the language that must be included in any assisted lease;
- G. The Request for Tenancy Approval form and an explanation of how to request KCDC approval of a unit;

H. Tenant /Owner Inspection Checklist.

- I. A statement of KCDC's policy on providing information to prospective owners. This policy requires applicants to sign disclosure statements allowing KCDC to provide prospective owners with the family's current and prior addresses and the names and addresses of the landlords for those addresses. Upon request, KCDC will also supply any factual information or third-party verification relating to the applicant's history as a tenant or their ability to comply with material standard lease terms or any history of drug trafficking, drug-related criminal activity, or any violent criminal activity;
- J. KCDC's subsidy standards, including when KCDC will consider granting exceptions to the standards (Example: medical reasons);
- K. The HUD brochure on how to select a unit ("A Good Place to Live");
- L. The HUD-required lead-based paint booklet is included. The family will be asked to sign an acknowledgement of receipt of the booklet.
- M. Information on federal, state, and local equal opportunity laws; brochure on Fair Housing; and a copy of the housing discrimination complaint form;
- N. Information regarding landlords, or other parties known to KCDC, who may be willing to lease a unit to the family or help the family find a unit;
- O. Notice that if the family includes a person with disabilities, the family may request a current list of accessible units known to KCDC that may be available through the internet web based program or through a toll free number that may provide a list of landlords;
- P. The family's obligations under the program;
- Q. The grounds upon which KCDC may terminate assistance because of the family's action or inaction;
- R. KCDC's informal hearing procedures, including when KCDC is required to provide the opportunity for an informal hearing and information on how to request a hearing;
- S. KCDC owner information brochure. This brochure can be given by the applicant to a prospective owner to help explain the program.
- T. To deconcentrate poverty and expand housing and economic opportunities KCDC will encourage participants to locate housing outside areas of low income and minority concentrated areas. KCDC provides maps that show areas with housing opportunities outside areas of low income or minority concentration within KCDC's jurisdiction and neighboring jurisdictions. The areas that have Low Income census tracts and Minority concentration census tracts are: 8, 14, 17,19, 20, 21, 29, 32,67, 68, 69,and 70. All other census tracts are areas outside minority and low income concentration.
- U. Information regarding "How to Request a Reasonable Accommodation".

11.4 Issuance Of Voucher; Request For Tenancy Approval

As of August 12, 1999, KCDC began issuing only vouchers.

Once all family information has been verified, their eligibility determined, their subsidy calculated, and they have attended the family briefing, KCDC will issue the voucher. At this point, the family begins their search for a unit.

When the family finds a unit that the owner is willing to lease under the program, the family or the owner will submit to KCDC a completed Request for Tenancy Approval (RFTA), the Tenant/Owner Inspection Checklist and the Disclosure of Information on Lead-Based Paint or Lead-Based Paint Hazard form. KCDC will permit the family to submit only one RFTA unless the unit was in noncompliance with Housing Quality Standards (HQS), the rent amount would exceed 40% of the family's adjusted income, or other circumstances beyond the family's control. A family has seven (7) days to pick up their voucher if they were not present at the briefing due to unforeseen circumstances.

The terms of the HUD tenancy addendum shall prevail over any other provisions of the lease. KCDC will review the Request for Tenancy Approval, the lease and the HUD-required tenancy addendum and make an initial determination of approval of tenancy. KCDC may assist the family in negotiating changes that may be required for the tenancy to be approvable. Once it appears the tenancy is approvable, KCDC will schedule an appointment to inspect the unit within 15 days after the receipt of inspection request from the family and the owner. The 15-day period is suspended during any period the unit is unavailable for inspection, however, a unit must be available for inspection within thirty (30) days from the date of submitted Request for

Tenancy Approval. Once inspected, the unit must pass inspection within thirty (30) days.

KCDC will promptly notify the owner and the family whether the unit and tenancy are approved.

Additional screening is the responsibility of the owner, however, upon request by a prospective owner, KCDC will provide factual information or third-party written information they have relevant to a voucher holder's history of, or ability to, comply with standard material lease terms.

If KCDC finds that the applicant/voucher holder had Utilities on 60 days prior to receiving the voucher, and the preference that was used was Displaced or Homeless, the voucher will be automatically withdrawn.

11.5 Term Of The Voucher

The initial term of the voucher will be 60 days and will be stated on the Housing Choice Voucher.

KCDC may grant one or more extensions of the term, but the initial term (plus any extensions) should not exceed 120 calendar days from the initial date of issuance. To obtain an extension, the family must make a request in writing prior to the expiration date or call to request an extension. A sample extension request form will be included in family's briefing packet. If the family requests an extension and additional time can reasonably be expected to result in success, KCDC will grant the length of request (sought by family) or an additional 60 days, whichever is less and additional 30 days if required as a reasonable accommodation.

If the family includes a person with disabilities, and the family requires an extension due to the disability, KCDC will grant an extension allowing the family the full 120 days search time as a reasonable accommodation. A disabled family may request a reasonable accommodation to receive 30 additional days on the search time provided the request is submitted no later than 10 days after the full 120 day search time.

Tolling: Upon submittal of a completed Request for Tenancy form, KCDC will suspend the term of the voucher. The term will be in suspension until the date KCDC provides notice that the request has been approved or denied. This policy allows families the full term (60 days, or more with extensions) to find a unit, not penalizing them for the period during which KCDC is taking action on their request. Additional extensions may be granted up to 60 days. This is called a tolling extension. Total voucher time may not exceed 120 calendar days.

11.6 Approval To Lease A Unit

A. KCDC will approve a unit to be leased if all of the following conditions are met:

1. The unit is eligible;
2. The unit is inspected by KCDC, or an independent agency, and passes Housing Quality Standards (HQS). (If the property is owned by KCDC, it will be inspected by an independent agency).

Pursuant to the United States Housing Act of 1937 Section 16 subsection (a) (42 U.S.C 1437n(a)) which was amended with the issuance of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, KCDC will implement the revised regulations related to income and assets in HOTMA Sections 102 and 104 as early as January 1, 2024, but no later than January 1, 2025, based on when KCDC's software is able to submit to the Housing Information Portal (HIP).

Once implemented by HUD, KCDC will utilize NSPIRE Inspection Standards which will replace Housing Quality Standards (HQS).

3. The lease is approvable and includes the following language of the tenancy addendum:
 - a. The names of the owner and the tenant;
 - b. The address of the unit rented;
 - c. The term of the lease (initial term and provisions for renewal)
The lease term will be for one year for the initial lease term and if an addendum is signed for the following year, the term will be one year.
 - d. The amount of the monthly rent to owner;
 - e. A specification of what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied the family; and
 - f. The required HUD tenancy addendum;
4. The rent to owner is reasonable;

5. The family's share of rent does not exceed 40% of their monthly adjusted income if the gross rent exceeds the applicable payment standard;
6. The owner has not been found to be debarred, suspended, or subject to a limited denial of participation by HUD or KCDC;
7. If the family received a preference for displacement through the Rapid Rehousing Assistance and was in a unit for the previous six months through Rapid Rehousing, they will be considered as leasing in place and it will be permitted for them to lease the unit they were living in. Rapid Rehousing funds are temporary and clients are displaced once these funds are exhausted (six months). If the family is in the unit more than six months, they are not considered to be a displaced family under Rapid Rehousing funding and their voucher will be withdrawn.
8. The family continues to meet all eligibility and screening criteria; and
9. The owner does not owe property taxes fines or assessments more than one year delinquent.

B. The lease term may begin only after all of the following conditions are met:

1. The landlord and tenant sign the lease to include the HUD-required addendum; (this will be done simultaneously with the Housing Assistance Payment Contract);
2. KCDC approved the leasing of the unit; and
3. Utilities are turned on in the tenant's name (if tenant is responsible for utilities). The unit address should correlate with The Utility Service Provider, the Metropolitan Planning Commission (MPC) and the United States Postal Service.

KCDC will prepare the Housing Assistance Payment Contract when the unit is approved for tenancy. The contract will be executed and become effective simultaneously with the signing of the lease and the HUD required tenancy addendum. KCDC will not pay any housing assistance to the owner until the contract is executed. New owners must provide a warranty deed or tax notice, tax Identification number or social security number, and direct deposit bank information. Additionally, owners must provide a warranty deed or tax statement for units that have not previously been on the program.

If a voucher family moves with continued assistance, the term of the new assisted unit may begin during the month the family moves out of the old assisted unit. Overlap of the housing assistance payment for the old unit for the month when the family moves out and the first housing assistance payment for the new unit is not considered duplicative subsidy. KCDC will overlap up to ten days of the housing assistance payment. If a family remains in the unit more than 10 days after signing the lease, family will be responsible for the HAP as well as their portion of rent. KCDC will pay the HAP and charge the tenant for not moving in a timely manner.

11.7 KCDC Disapproval Of Owner

KCDC will deny participation by an owner at the direction of HUD. KCDC will also deny the owner's participation for any of the following reasons:

- A. The owner has violated any obligations under a Section 8 Housing Assistance Payment Contract;
- B. The owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- C. The owner has engaged in drug-related criminal activity or any violent criminal activity;
- D. The owner has a history or practice of noncompliance with HQS or NSPIRE if applicable for units leased under Section 8 or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program;
- E. The owner has a history or practice of renting units that fail to meet state or local codes;
- F. The owner has not paid property taxes, fines, or assessments. KCDC will allow a one year grace period for delinquent taxes.
- G. The owner refuses (or has a history of refusing) to evict families for drug-related or violent criminal activity or for activity that threatens the health, safety, or right of peaceful enjoyment of the:
 1. Premises by tenants, KCDC employees, or owner employees; or
 2. Residences of neighbors.

- H. If the owner is the parent, child, grandparent, grandchild, sister or brother, or any member of the family of an applicant/ resident seeking to lease a unit or use a voucher (currently shopping), unless KCDC determines that approving the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- I. The owner refuses Direct Deposit;
- J. Owners who accept payments above Contract rent will have their property removed from the KCDC Rental Assistance program.
- K. Other conflicts of interest under federal, state, or local law.

11.8 Security Deposit

The owner may collect a security deposit from the tenant in an amount not in excess of amounts charged by the owner to unassisted tenants. Monthly cleaning fees are not permitted unless an owner chooses to do a monthly cleaning that would justify the monthly cleaning fee.

When the tenant moves from the dwelling unit, the owner, subject to state or local law, may use the security deposit (including any interest on the deposit) according to the lease, as reimbursement for any unpaid rent payable by the tenant, damages to the unit, or for other amounts the tenant owes under the lease.

The owner must give the tenant a written list of all items charged against the security deposit and the amount of each item. After deducting the amount (if any) used to reimburse the owner, the owner must refund promptly the full amount of the unused balance to the tenant.

If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may seek to collect the balance from the tenant.

11.9 Ineligible/Eligible Housing

The following types of housing cannot be assisted under the Section 8 Tenant Based Housing Choice Voucher Program:

- A. A public housing or Indian housing unit;
- B. A unit receiving project-based assistance under a Section 8 program;
- C. Nursing homes, board and care homes, or facilities providing continual psychiatric, medical, or nursing services;
- D. College or other dormitories;
- E. Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions; and
- F. A unit receiving any duplicate federal, state, or local housing subsidy. This does not prohibit renting a unit that has a reduced rent because of a tax credit.

KCDC will not approve a lease for any of the following special housing types, except as a reasonable accommodation for a family with disabilities:

- A. Congregate housing
- B. Group homes
- C. Shared housing
- D. Cooperative housing
- E. Single room occupancy housing

KCDC will approve leases for the following housing types:

- A. Single family dwellings
- B. Apartments
- C. Duplexes

- D. Townhouses
- E. Manufactured housing
- F. Manufactured home space rentals
- G. Modular homes
- H. Home ownership option (if applicable)

12. Moves With Continued Assistance

Participating families are allowed to move to another unit after the initial 12 months has expired or if KCDC has terminated the HAP contract. KCDC will issue the family another voucher if the family does not owe KCDC money, has not violated a Family Obligation, has not committed serious or repeated violations of the lease and if KCDC has sufficient funding for continued assistance. Families participating in the Housing Choice Voucher Program will not be allowed to move more than once in any 12-month period and under no circumstances will KCDC allow a participant to improperly break a lease except under extraordinary circumstances such as medical reasons, police reports stating participant's life is in danger, inspection issues or other extraordinary circumstances.

12.1 When A Family May Move

For families already participating in the Voucher Program, KCDC will allow the family to move to a new unit if:

- A. The assisted lease for the old unit has terminated;
- B. The owner has given the tenant a notice to vacate, has commenced an action to evict the tenant, has obtained a court judgment or other process allowing the owner to evict the tenant; a non-renewal of lease or foreclosure occurs, or;
- C. The tenant has given notice of lease termination (if the tenant has a right to terminate the lease on notice to the owner).

If a family is evicted through court procedures due to repeated violations of the lease, the tenant may not be eligible to use voucher to relocate depending on the circumstances of the eviction.

Families are required to give proper written notice of their intent to terminate the lease. According to HUD regulations, no notice requirement may exceed 60 days. During the initial term, families may not end the lease unless they and the owner mutually agree to end the lease for extraordinary circumstances such as medical reasons, police reports stating participant's life is in danger, inspection issues. If tenant moves during the initial lease term without KCDC and the owner's approval, it will be considered a serious lease violation and subject the family to termination from the program.

After the initial lease term (12 months), the family is required to give KCDC a copy of the notice to terminate the lease at the same time as it gives the notice to the landlord. A family's failure to provide a copy of the lease termination notice to KCDC will be considered a violation of family obligations and may cause the family to be terminated from the program.

The owner is responsible for notifying KCDC simultaneous with tenant notification when an eviction, non-renewal of lease or foreclosure occurs.

If a landlord discovers a unit is abandoned, the landlord cannot enter the unit for 30 days, therefore, KCDC will pay the Housing Assistance Payment through the thirty (30) day abandonment period.

13. Portability

13.1 General Policies Of KCDC

A family whose head or spouse has a legal residence (or works) in the jurisdiction of KCDC at the time the family first submits its application for participation in the KCDC program, may lease a unit anywhere in the jurisdiction of KCDC or outside KCDC jurisdiction as long as there is another entity operating a tenant-based Section 8 program covering the location of the proposed unit. Any family wishing to port their voucher into the KCDC jurisdiction must have at least 30 days remaining on their initial voucher they are porting with.

If the head or spouse of the assisted family does not have a legal residence or work in the jurisdiction of KCDC at the time of its application, the family may not lease a unit outside of KCDC jurisdiction for a 12-month period beginning when the family is first admitted to the program. During this period, the family may only lease a unit located in the jurisdiction of KCDC.

Families may only move to a jurisdiction where a Section 8 Program is being administered.

For income targeting purposes, the family will count toward the Initial Housing Agency's goals unless the Receiving Housing Agency absorbs the family if absorbed, the admission will count toward the Receiving Housing Agency's goals.

If a family has moved from their assisted unit in violation of the lease, KCDC will not issue a voucher and will terminate assistance in compliance with Section 18.0, Termination of Assistance to the Family by KCDC.

If a family caused damage to the unit they previously vacated and has an agreement with the previous landlord to pay for the damages, the tenant must have signed permission from the previous landlord for the tenant to port from KCDC to another agency.

13.2 Income Eligibility

- A. A family must be income-eligible in the area where the family first leases a unit with assistance in the Voucher Program;
- B. If a porting family is already a participant in the Initial Housing Agency's Voucher Program, income eligibility is not recalculated.

13.3 Portability: Administration By Receiving Housing Agency

- A. When a family utilizes portability to move to an area outside the Initial Housing Agency jurisdiction, another Housing Agency (the Receiving Housing Agency) must administer assistance for the family if that Housing Agency has a tenant-based program covering the area where the unit is located. The Voucher holder porting their voucher must have 30 days remaining on their voucher when they port in to KCDC or out of KCDC.
- B. A Housing Agency with jurisdiction in the area where the family wants to lease a unit must issue the family a voucher. If there is more than one such Housing Agency, the Initial Housing Agency may choose which Housing Agency shall become the Receiving Housing Agency.

13.4 Portability Procedures

- A. When KCDC is the Initial Housing Agency:
 - 1. KCDC will brief the family on the process that must take place to exercise portability. The family will be required to attend an applicant or movers briefing;
 - 2. KCDC will determine whether the family is income-eligible in the area where the family wants to lease a unit (if applicable);
 - 3. KCDC will advise the family how to contact and request assistance from the Receiving Housing Agency;
 - 4. KCDC will, within ten (10) calendar days, notify the Receiving Housing Agency to expect the family;
 - 5. KCDC will mail to the Receiving Housing Agency the most recent HUD form 50058 (Family Report) for the family, and related verification information;
 - 6. If the Housing Choice Voucher holder has 30 days remaining on their voucher time, the KCDC portable Housing Choice Voucher will be processed. If an additional time to find a unit is required, the Receiving Housing Authority may extend the KCDC portable Housing Choice voucher per HUD regulations.
 - 7. In accordance with 24CFR 982.314(e), KCDC may deny a portability request to a client that is requesting portability to a higher cost area due to insufficient funding.

Insufficient funding means KCDC would be unable to avoid terminations of housing choice voucher assistance for current participants during the calendar year due to insufficient budgetary allocations (including any available HAP reserves) for housing assistance payments.

KCDC will provide written request to HUD when it is deemed necessary to deny moves to a higher cost unit or area based on insufficient funding.

If KCDC must deny portable moves due to insufficient funding, KCDC will post notices on the KCDC website and in the lobby located at 400 Harriet Tubman Street, Knoxville, Tennessee, 37915 to inform tenants. When a tenant requests portability, KCDC will also send a letter to the tenant explaining the policy. The tenant will be instructed that KCDC will contact them within six months to let them know whether funding is available. If funding is available, the tenant will be permitted to port their assistance at that time. If funding is not available during that six month time frame, KCDC will inform the tenant by letter when funding is available for portable moves.

B. When KCDC is the Receiving Housing Agency:

1. If funding is available under the consolidated ACC for KCDC's Voucher Program when the porting family is received, KCDC will absorb the family into its Voucher Program. After absorption, the family is assisted with funds available under the consolidated ACC for KCDC's Tenant-Based Program. When funding is unavailable to absorb the voucher, KCDC will bill the initial housing authority.
2. If the port-in Housing Choice Voucher holder has 30 days remaining on their port Housing Choice Voucher, KCDC will issue a voucher to the porting family. The term of KCDC's voucher will not expire before the expiration date of any Initial Housing Agency's voucher. KCDC will determine whether to extend the voucher. An additional 30 day extension will be given for a voucher holder who experiences domestic violence during the term of the voucher issuance. Documentation will be required to determine the validity of the domestic violence situation. Also KCDC will give an additional 30 days if needed as a reasonable accommodation for a disability. A reasonable accommodation request form will be required to be completed to determine the need for the accommodation and extension.
3. KCDC will determine the family unit size for the porting family. The family unit size is determined according to KCDC's subsidy standards.
4. KCDC will notify the Initial Housing Agency if the family has leased an eligible unit under the program or if the family fails to submit a Request for Tenancy Approval for an eligible unit within the terms of the voucher.
5. If KCDC opts to conduct a new reexamination, KCDC will not delay issuing the family a voucher or otherwise delay approval of a unit unless the recertification is necessary to determine eligibility.
6. To provide tenant-based assistance for porting families, KCDC will perform Housing Agency program functions, such as reexaminations of family income and composition. At any time, either the Initial Housing Agency or KCDC may make a determination to deny or terminate assistance to the family.
7. KCDC will conduct a new income reexamination and background screening for portable applicants/participants in accordance with (Section 4.0, of this Administrative Plan) and may deny or terminate assistance for family action or inaction according to 24 CFR 982.552 and 24 CFR 982.553.

C. Portability Billing:

To cover assistance for a porting family, the Receiving Housing Agency may bill the Initial Housing Agency for housing assistance payments and administrative fees. The billing procedure will be as follows:

1. The receiving PHA must submit an initial billing notice (1) no later than 10 working days following the date the HAP contract was executed and (2) in time that it will be received no later than 60 days following expiration of the family's voucher issued by the initial PHA.
2. As the Initial Housing Agency, KCDC will make payment within 30 days of receipt of Part II of the Form 52665 indicating billing amount. The amount of the housing assistance payment for a porting family in the Receiving Housing Agency's program is determined in the same manner as for other families in the Receiving Housing Agency's program. The Receiving Housing Agency's Payment Standard is used.
3. The Initial Housing Agency will promptly reimburse the Receiving Housing Agency for ongoing administrative fees for each unit month that the family receives assistance under the tenant-based program and is assisted by the Receiving Housing Agency.
4. The receiving PHA must notify KCDC of any change in the billing amount as soon as possible (preferably before the effective date to avoid retroactive adjustments) but in no circumstances any later than 10 working days following the effective date of the change.
5. KCDC will ensure that subsequent billing amounts are received no later than the fifth working day of each month for which the monthly billing amount is due.
6. Direct Deposit is required. The billing Housing Agency is required to submit Direct Deposit information so that KCDC may deposit HAP into their bank account.

14. Determination Of Family Income

14.1 Income, Exclusions From Income, Deductions From Income

To determine annual income, KCDC counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, KCDC subtracts all allowable deductions (allowances) as the next step in determining the Total Tenant Payment. KCDC will revise what is included in Annual Income set forth in 5.609 and 5.611 for Adjusted income once Section 102 of HOTMA and Section 104 of HOTMA become effective. Also changes to family assets will be implemented once HOTMA is finalized.

14.2 Income

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

1. Annual income is Gross Income minus income exclusions. Adjusted income is annual income minus deductions.
2. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
3. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
4. Are not specifically excluded from annual income.

B. Annual income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
2. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
3. Interest, dividends, and other net income of any kind from real or personal property. Any withdrawal of cash or assets from an investment is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5000, annual income includes the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

During reexaminations, KCDC will obtain each family's certification that it has not disposed of assets for less than fair market value.

If the family certifies that it has disposed of assets for less than fair market value the certification must show: (a) all assets disposed of for less than fair market value, (b) the date they were disposed of, (c) the amount the family received for each asset, and (d) the market value of each asset at the time of disposition. Third-party verification will be obtained for assets more than \$5,000.

Due to the streamlining regulation, in previous years households could self certify as to having assets of less than \$5,000 without providing verification except every three years. KCDC now requires tenants to report assets under and over \$5,000 and provide verification of all assets on an annual basis. Asset verifications received must not be altered (ie. marked out transactions).

4. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in lump sum amount or in prospective monthly amounts are excluded).

KCDC may conduct streamlined annual reexaminations for any fixed-income source, irrespective of whether an individual or a family also has a non-fixed source of income. If the family receives income from social security, Supplemental Security Income (SSI) and Supplemental Security Disability Income (SSDI), federal, state, local and private pension plans, annuities, other retirement benefit programs, insurance policies, disability or death benefits, or other similar types of periodic receipts from any of these sources and the income consists solely of periodic payment at reasonably predictable levels then these are considered to be "fixed."

In a streamlined annual reexamination, upon admission to the program, third party verification must be obtained for all family members and a full reexamination of income and redetermination must likewise be performed every three years. A streamlined income determination may be performed for a family member with a fixed income source of income by applying to a previously determined or verified source of income a cost of living adjustment (COLA) or interest rate adjustment specific to each source of fixed income. The COLA or current interest rate applicable to each source of fixed income must be obtained either from a public source or from tenant provided, third party generated documentation. In the absence of such verification for any source of fixed income, third party verification of income amounts must be obtained.

Under streamlined annual reexaminations, KCDC reserves the right to conduct annual reviews of low income families' income for eligibility requirements every three years. After the initial review of any family with a fixed income as defined by the HUD Secretary and consistent with HUD regulation (ie. Federal register and PIH notices), KCDC may conduct subsequent reexaminations every three years as opposed to every year. Family will certify that income consists of fixed income at a level defined by the HUD regulations. KCDC reserves the right to require online re-certifications.

5. Payment in lieu of earnings, such as unemployment and disability compensation, workers compensation, and severance pay. (However, lump sum additions such as insurance payments from workers' compensation are excluded).
6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling. A lump sum payment for child support will be calculated by taking the annual amount and dividing by 12. A family will pay based on the average for the 12 month period. Sporadic child support will be calculated the same way. If a tenant states child support has stopped for 60 days and information from child support offices verifies this, we will remove the child support and make the tenant a special reporter.
7. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded);
8. Student financial assistance, Student financial assistance, other than the cost of tuition and mandatory student service fees as described by HUD, must be included in income if the full/part time student:
 - a. Is enrolled in an institution of higher education, as defined under the Higher Education Act (HEA) of 1965;
 - b. Seeking or receiving Section 8 assistance separately from their parents; or
 - c. They are either under 24 years of age or they have no dependent children.
9. Comprehensive Work Therapy (CWT) – Veterans Health Administration (VHA) treatment program income will be determined on a case by case basis whether it will be included or excluded as temporary, nonrecurring or sporadic income.
10. Imputed welfare income resulting from sanctions imposed by welfare agency.

Families whose welfare assistance (Families First) is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement must not have their Section 8 contribution to rent reduced based on the Families First benefit reduction. The exclusion on reduction of Section 8 rent contribution does not apply when the family has complied with their Families First Program requirements but cannot obtain employment (i.e., the family has complied but loses welfare benefits because of a durational time limit, such as the five-year time limit for receipt of Families First benefits).

At all times when a request for an income reexamination and rent reduction due to a reduction of Families First income is received, KCDC will verify with the local division of the Department of Human Services (DHS) that the family's benefits have been reduced because of noncompliance with economic self-sufficiency requirements, work activities requirements, or because of fraud. Verification may be obtained, in written form, directly from the local DHS office, or through the ACCENT computer system. The verification will be maintained in the tenant file.

If verification is obtained from DHS that the family's benefits have been reduced because of noncompliance with economic self-sufficiency requirements, work activities requirements, or because of fraud, the family's income must not be reduced for purposes of calculating the family's TTP. Instead, the family's welfare income must be "imputed" during the term of the welfare benefits sanction.

KCDC will verify with DHS the term of the sanction.

To impute welfare reduction:

- a. Determine the amount of welfare income received prior to the sanction.
- b. Determine the term of the sanction.

- c. Offset the amount of additional income the family receives that starts after the welfare sanction. If additional income received after the welfare sanction begins is equal to the amount of welfare income received prior to the sanction, the imputed welfare income is equal to \$0.

Example: A family receives \$142 in welfare benefits prior to sanction for noncompliance. DHS identifies the term of the sanction as three (3) years. The family begins receiving \$100 income per month from the head of household's baby sitting job. The imputed welfare income is \$42. The \$100 employment income per month would be counted and \$42 per month is imputed welfare income during the three year sanction period (or until a change in income is reported).

KCDC will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction. If a resident is not satisfied that KCDC has calculated the amount of imputed welfare income according to HUD requirements, and if KCDC denies the family's request to modify such amount, then KCDC shall give the resident written notice of such denial, with a brief explanation of the basis for KCDC's determination of the amount of imputed welfare income. KCDC's notice shall also state that if the resident does not agree with the determination, the resident may dispute the decision according to our informal hearing policies.

Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through welfare agency's normal due process procedures. KCDC shall rely on the welfare agency notice to KCDC of the welfare agency's determination of a specified welfare benefits reduction.

11. When a family provides a notarized statement they are receiving support from another party as their source of income, the family is also required to provide a notarized statement from the other party regarding the support. The statement the participant provides must state they understand the income from the support will be counted for six months. The statement from the provider of the income must state they understand they are responsible to provide this income for at least six months.

Pursuant to the United States Housing Act of 1937 Section 16 subsection (a) (42 U.S.C 1437n(a)) which was amended with the issuance of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, KCDC will implement the revised regulations related to income and assets in HOTMA Sections 102 and 104 as early as January 1, 2024, but no later than January 1, 2025, based on when KCDC's software is able to submit to the Housing Information Portal (HIP).

- a. Higher Threshold for Imputing Asset Income: HOTMA raises the imputed asset threshold from \$5,000 to \$50,000, incentivizing families to build wealth without imputing income on those assets.
- b. Asset Limitation: HOTMA imposes a \$100,000 asset limit for eligibility and continued assistance. Families are also ineligible for assistance if they own real property suitable for occupancy. PHAs have the option of delaying enforcement/termination for up to six months if the family is over the asset threshold at the time of annual reexamination.
- c. Exclusion of Retirement and Educational Savings Accounts: Retirement accounts and educational savings accounts will not be considered a net family asset. This is a major benefit to families, incentivizing savings for important life milestones and opportunities. This will also provide significant administrative relief to KCDC by allowing them to stop verifying and calculating these assets altogether. • Adjustments for Inflation: Deductions and the asset limitation will be adjusted for inflation annually, ensuring that deductions do not lose value over time and that families are able to build more wealth without losing program assistance. The current deduction amounts have never been adjusted.

14.3 Exclusions From Income

Annual income does not include the following:

- A. Earned income of minors (children under the age of 18, including foster children) except head of household or spouse;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone). Kinship, Kin-GAP and similar state guardianship care payments are to be excluded from a household's income;
- C. Lump-sum addition to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and workers' compensation), capital gains, and settlement for personal or property losses;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide. To qualify as a Live-In Aide, a tenant's medical professional must document that the tenant needs a live-in aide. KCDC must screen the aide and add their name to the tenant's assistance;

- F. The full amount of student financial assistance paid directly to the student or to the educational institution will be excluded if the Head of House full/part time is age 24 as of December 31 of the award year and has at least one dependent child;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
1. Amounts received under training programs funded by HUD;
 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 3. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for an owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiative coordination. No resident may receive more than one such stipend during the same period of time;
 5. Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
 6. Temporary, nonrecurring, or sporadic income (including gifts);
 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
 9. Adoption assistance payments in excess of \$480 per adopted child; Once a child is adopted, adoption assistance is no longer excluded from income.
 10. Deferred periodic amounts from Supplemental Security Income, Social Security, or Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly payments;
 11. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
 12. Amounts paid by a state agency to a family with a member who has a developmental disability and is living at home to offset cost of services and equipment needed to keep the developmentally disabled family member at home; or
 13. Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits.

These exclusions include:

- a. The value of the allotment of food stamps will be calculated and excluded annually. Self-certification is acceptable for verification of food stamps.
- b. Payments to volunteers under the Domestic Volunteer Services Act of 1973;
- c. Payments made under HHS's Low-Income Energy Assistance Program;
- d. Payments received under the Job Training Partnership Act;
- e. Payments received under the Older Americans Act of 1965;
- f. Payments from Agent Orange Settlement;
- g. The value of child care under the Child Care and Development Block Grant Act of 1990;
- h. Earned income tax credit refund payments;

- i. Payments for living expenses under the AmeriCorps Program;
- j. Comprehensive Work Therapy (CWT) – Veterans Health Administration (VHA) treatment program income will be determined on a case by case basis whether it will be included or excluded as temporary, nonrecurring or sporadic income;
- k. Earned Income Disallowance: For Families receiving assistance before May 7, 2016 there is a disallowance of income for disabled person who are working.
 - i. Initial 12-month exclusion: During the cumulative 12-month period beginning on the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, KCDC must exclude from annual income of a qualified family any increase in income of the family member who is a person with disabilities as a result of employment over prior income of that family member.
 - ii. Second 12-month exclusion: During the second cumulative 12-month period after the date a member who is a person with disabilities of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment. KCDC must exclude from annual income of a qualified family 50% of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.
 - iii. Maximum 4-year disallowance: The disallowance of income of an individual family member who is a person with disabilities is limited to a lifetime 48-month period. The disallowance of increases in income as a result of employment of persons with disabilities does not apply for purposes of admission to the program.
- l. Pursuant to the United States Housing Act of 1937 Section 16 subsection (a) (42 U.S.C 1437n(a)) which was amended with the issuance of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, KCDC will implement the revised regulations related to income and assets in HOTMA Sections 102 and 104 as early as January 1, 2024, but no later than January 1, 2025, based on when KCDC's software is able to submit to the Housing Information Portal (HIP).
 - 1. Additional Income Exclusions: The rule codifies additional income and asset exclusions, including: Amounts received from Medicaid or other state/local programs meant to keep a family member with a disability living at home, Veterans' aide and attendant care, Distributions of principal from non-revocable trusts, including Special Needs Trusts.
 - 2. Exclusion of Retirement and Educational Savings Accounts: Retirement accounts and educational savings accounts will not be considered a net family asset. This is a major benefit to families, incentivizing savings for important life milestones and opportunities. This will also provide significant administrative relief to KCDC by allowing them to stop verifying and calculating these assets altogether.
 - 3. Amounts in excess of tuition and required fees are not excluded for head of household, co-heads, or their spouses, 23 or under, or who do not have dependent children. Other Student Financial Assistance. This assistance may be excluded provided it is:
 - For the actual costs of tuition, books and supplies (including supplies and equipment to support students with disabilities), room and board, and other fees required and charged to a student by a higher education institute, including the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit expressly for a student who is not the head of household or spouse.
 - A grant or scholarship received from the federal government; a state, tribal, or local government; a private foundation registered as a nonprofit; a business entity; or an institution of higher education. The student financial assistance exclusion applies to both part-time and full-time students. With both part- and full-time students:
 - Student financial assistance assists the family with actual educational expenses.
 - Assistance is limited to costs required and charged to the student by the school.
 - 4. Effective January 1, 2024, HOTMA properly and correctly removed the statutory authority for Earned Income Disallowance (EID), so HUD cannot retain the disallowance once the statutory change is in effect, which will be upon the effective date of this final rule. However, HUD agrees that if a family is receiving a disallowance of increase in annual income in accordance with §§ 5.617(c) and 960.255(b) on this final rule's effective date, participants should be able to benefit from EID for the full 24 months. Therefore, this final rule retains the regulations for EID for this time period. However, the EID will be available only to families that are eligible for and participating in the program on the effective date of the final rule; no new families may be added.

14.4 Deductions From Annual Income

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;

- C. To qualify for a deduction under a VA pension for disability, the tenant must be 51% or higher disabled;
- D. Allowance for disability assistance expenses that are anticipated for attendant care and auxiliary apparatus for a disabled family member and that is necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are not paid to a family member or reimbursed by an outside source. The amount to be deducted cannot exceed the amount earned by a family member 18 years old or older who is enabled to work because of the disability assistance.

For non-elderly families, the disability assistance allowance is the lesser of:

1. The amount by which total expenses for disability assistance exceeds 3 percent of annual income; or
2. What a family is able to earn because the disability assistance allowance is available.

For elderly families, the 3 percent of annual income must first be deducted from disability assistance expenses and then any remainder deducted from medical expenses.

If a family has both medical and disability assistance expenses, first deduct 3 percent of annual income from the disability assistance expenses; any remainder is then deducted from total medical expenses.

- E. Medical expenses, for households whose head or spouse is at least 62 years of age or disabled that are not covered by insurance and are in excess of 3 percent of annual income:
 1. That has an allowance for medical expenses equal to the amount by which the medical expenses exceed 3 percent of annual income;
 2. That has disability expenses greater than or equal to 3 percent of annual income, an allowance for disability assistance expenses computed in accordance with paragraph D, plus an allowance for medical expenses that equal the family's medical expenses;
 3. That has disability assistance expenses that are less than 3 percent of annual income, an allowance for combined disability assistance expenses and medical expenses that are equal to the total of these expenses less 3 percent of annual income.

Medical expenses include the costs of diagnosis, cure, mitigation, treatment, or the prevention of disease, and the costs for treatment affecting any part or function of the body. They include the costs of equipment, supplies and diagnostic devices needed for these purposes. They also include dental expenses. Medical expenses include the premiums paid for insurance that covers the expenses of medical care and the amounts paid for transportation to get medical care. Medical expenses also include amounts paid for qualified long-term care services and limited amounts paid for any qualified long-term care insurance contract.

- F. Child care expenses (for which the family is not reimbursed) for the care of children less than 13 years of age to the extent necessary to enable a family member to be gainfully employed, to further their education or seek employment. If child care is necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. The expense must be anticipated, that is, it must be for costs that a family expects to pay during a 12-month period following certification or recertification.

The earning cap on child care expenses applies only when the expenses enable a family member to work. It does not apply if the expenses enable a family member to seek work or to further his/her education.

If more than one family member works, the child care expenses will enable the lowest paid individual to work.

If a family member works and goes to school, KCDC will prorate the child care expenses so the portion that corresponds to the hours the family member works can be compared with the amount earned during those hours.

In cases where child care and disability assistance expenses are necessary to enable a family member to work, the sum of both child care and disability assistance expense cannot exceed the employment income of the family member enabled to work.

KCDC cannot decide who will provide the child care for the family's children or what type of care the children receive. KCDC cannot refuse to give a family the child care expense deduction because there is an unemployed adult family member in the household that may be available to provide the child care.

Pursuant to the United States Housing Act of 1937 Section 16 subsection (a) (42 U.S.C 1437n(a)) which was amended with the issuance of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, KCDC will implement the

revised regulations related to income and assets in HOTMA Sections 102 and 104 as early as January 1, 2024, but no later than January 1, 2025, based on when KCDC's software is able to submit to the Housing Information Portal (HIP).

- a. Increased Standard Deduction for Elderly/Disabled Households: HOTMA increases standard deductions for families with a head, co-head, or spouse who is elderly or a person with a disability. A. \$480 for each dependent; B. \$525 for any elderly family or disabled family
- b. Threshold for Claiming Medical/Disability Expenses Increased: HOTMA increases the allowance for unreimbursed health and medical care expenses from 3% of annual income to 10%, phased-in over two years.
- c. Hardship Relief: HOTMA provides hardship relief for expense deductions, lessening the impact of the increased threshold for medical expenses. HOTMA permits KCDC to grant hardship relief to families unable to pay rent because of unanticipated medical/disability expenses and families who are no longer eligible for the childcare expense deduction.
- d. Adjustments for Inflation: Deductions and the asset limitation will be adjusted for inflation annually, ensuring that deductions do not lose value over time and that families are able to build more wealth without losing program assistance. The current deduction amounts have never been adjusted.

14.5 Cooperating With Welfare Agencies

KCDC and the local welfare agency agree:

- A. To target public assistance, benefits, and services to families receiving assistance in the public housing program and the Section 8 tenant-based assistance program to achieve self-sufficiency;
- B. To provide written verification to KCDC concerning welfare benefits for families applying for or receiving assistance in these housing assistance programs.

15. Verification

KCDC will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Before KCDC issues a voucher, information must be updated (if more than sixty (60) days old) to verify that an applicant is eligible. 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, part-time/full-time student status of family member 18 years of age and older, Social Security numbers, 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 Up front Income Verification (UIV) tools, to the extent that tools/systems are available to KCDC, to verify income information before or during a family's reexamination of household income. UIV tools to be used include, but are not limited to, the following:

Department of Human Services (DHS) Accent system - Internet-based welfare benefit tool that allows KCDC to validate the accuracy of tenant-welfare assistance from an independent source that systematically and uniformly maintains tenant-welfare information in a computerized form for a large number of individuals.

Enterprise Income Verification (EIV) System – A HUD-provided Internet-based wage and benefit tool that allows KCDC to validate the accuracy of tenant-reported income from an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals and also matches Social Security (SS) and Supplemental Security Income (SSI) to comparable tenant data from PIC and TRACS databases.

Due to the sensitive nature of UIV data, KCDC will restrict access to and safeguard the information in accordance with guidance on security procedures, as issued and made available by HUD and DHS. Verification documents will be kept in the applicant/tenant file, when needed, and shredded/destroyed when no longer needed. Files will be kept in a secure area that requires electronic key entry by KCDC staff.

- A. The following types of income may be verified using the UIV systems:
 1. Gross Wages and Salaries (including overtime pay, commission, fees, tips, bonuses, and other compensation for personal services)
 2. Unemployment Compensation

3. Welfare Benefits (DHS)
4. Social Security Benefits
 - a. Social Security (SS)
 - b. Supplemental Security Income (SSI)

B. How KCDC Uses UIV Tools:

1. Enterprise Income Verification (EIV) Exceeds Threshold Report – KCDC will use the EIV system to generate the “Exceeds Threshold Report” periodically to compare the information with information provided by the family.
2. Using EIV to Project Income – KCDC will follow “HUD Guidelines for Projecting Annual Income When EIV Data is Available” in handling differences between EIV and family-provided and/or other verified income information. The guidelines establish criteria on whether a difference is substantial or not. HUD defines substantial difference as a difference of \$200 or more per month.
 - a. No Substantial Difference – If EIV information for a particular income source differs from the information provided by a family by less than \$200 per month, KCDC will follow these guidelines:
 - i. If the EIV figure is less than current family-provided information, KCDC will use the family’s information to calculate anticipated annual income.
 - ii. If the EIV figure is more than the family’s figure, KCDC will use the EIV data to calculate anticipated annual income unless the family provides documentation of a change in circumstances (i.e., change in employment, reduction in hours, etc.) to explain the discrepancy. Upon receipt of acceptable family-provided documentation of a change in circumstances KCDC will use the family-provided information.
 - b. Substantial Difference – If EIV information for a particular income source differs from the information provided by a family by \$200 or more per month, KCDC will follow these guidelines:
 - i. KCDC will request written third-party verification from the discrepant income source in accordance with 24 CFR 5.236(b)(3)(i).
 - ii. When KCDC cannot readily anticipate income (i.e., in cases of seasonal employment, unstable working hours, or suspected fraud), KCDC will review historical income data for patterns of employment, paid benefits, and/or receipt of other income.
 - iii. KCDC will analyze all EIV, third-party, and family-provided data and attempt to resolve the income discrepancy.
 - iv. KCDC will use the most current verified income data (and historical income data, if appropriate) to calculate anticipated annual income.
3. Verification of SS/SSI Benefits of Participants and Household Member – KCDC will obtain verification of SS/SSI benefits of participants and household members through HUD’s Enterprise Income Verification (EIV) System. If benefit information is not available in HUD Systems or if the tenant disputes EIV benefit data, KCDC will request a current, original SSA notice or benefit verification letter from each household member that receives Social Security benefits within 10 business days of KCDC’s interview date. If the participant and/or household member(s) are unable to provide the requested document, KCDC will ask the participant/household member(s) to call the SSA or visit the local SSA office to request a benefit verification letter. The request for a benefit Verification letter can also be made at the SSA Internet Website. The participant/household member(s) should provide KCDC with the original benefit verification letter. KCDC will make a photocopy of the original benefit verification letter, return the original benefit verification letter to the participant/household member, and maintain the photocopy of the benefit verification letter in the tenant file. (This same process can be used when third-party verification of SS/SSI benefits is not available for applicants and/or household members.)

KCDC may conduct streamlined reexaminations for families on fixed incomes when 100% 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.
4. Documentation of Unavailability of Third-Party Verification of SS/SSI Benefits – In the event that third-party verification is not available, KCDC will document the tenant file as to why third-party verification was not available. Below are some examples of acceptable file documentation:

- a. New admission, information not available in EIV Tools;
 - b. New tenant, information not available in EIV Tools;
 - c. Current tenant, information not available in EIV Tools due to change in re-examination date;
 - d. Current tenant, information not available in EIV Tools due to discrepancy with name, date of birth, or social security number in SSA file; and
 - e. Current tenant, information not available in EIV Tools, reason unknown.
- C. Methods of Verification and Time Allowed – KCDC will verify family information through the five methods of verification authorized by HUD. HUD requires KCDC to use the most reliable form of verification that is available and to document in the file the reasons when KCDC uses a lesser form of verification. In order of priority, forms of verification that may be used are:
- 1. Up-front Income Verification tools/systems (UIV), whenever available
 - 2. Third-party Written
 - 3. Third-party Oral
 - 4. Six consecutive check stubs
 - 5. Review of Documents
 - 6. Self-Certification/Declaration

KCDC will allow four (4) weeks for return of third-party verifications and ten (10) days to obtain other types of verifications before going to the next method.

Verifications may not be more than 60 days old at the time of voucher issuance. For participants, verifications must be dated within 60 days of reexamination.

There may be legitimate differences between the information provided by the family and UIV-generated information. No adverse action will be taken against a family until KCDC independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal hearing process of KCDC.

Pursuant to the United States Housing Act of 1937 Section 16 subsection (a) (42 U.S.C 1437n(a)) which was amended with the issuance of the Housing Opportunity Through Modernization Act (HOTMA) of 2016, KCDC will implement the revised regulations related to income and assets in HOTMA Sections 102 and 104 as early as January 1, 2024, but no later than January 1, 2025, based on when KCDC's software is able to submit to the Housing Information Portal (HIP).

KCDC will not require use of the EIV during interim reexaminations.

15.1 Acceptable Methods Of Verification

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family.

- A. Third-party written verification will be used to verify information directly with the source. Third-party written verification forms will be sent directly to, and received directly from (via first-class mail), the source and not passed through the hands of the family. However, KCDC may request and receive directly from the source verifications electronically (fax or e-mail) or hand delivered. The family will be required to sign an authorization for the information source to release the specified information.
- B. Third-party oral verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used (either by contacting source by telephone or in-person visit), staff will be required to note the name of the person contacted and telephone number, the date of the conversation, and the facts provided. If provided by telephone, KCDC will originate the call.
- C. Review of Documents: When third-party written or oral verification cannot be obtained, or the information has not been verified by the third party within a four week period of time, KCDC will note in the file why third-party verification is not available and utilize hand-carried documents provided by the applicant/participant family as the primary source if the documents provide complete information. Original documents must be provided by the family and should be dated within 60 days of the interview. Photocopies of the documents will be made and maintained in the file. The chart in the Appendix gives common examples of verifications.

Below is a list of some acceptable family-provided documents:

1. Consecutive and original pay stubs. Six weeks of current pay stubs are requested;
2. Social Security Administration award letter;
3. Bank statements;
4. Pension benefit statements;
5. TANF award letter;
6. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling may be obtained by court ordered documents, verification from Child Support office/Human Services office or a notarized statement from the source of the child/ family support.
7. Other official and authentic documents from a Federal, State, or local agency.

If third-party verification is received after documents have been accepted as temporary verification and there is a discrepancy, KCDC will utilize the third-party verification.

- D. Self-Certification/Self-Declaration: When verification cannot be made by third-party verification or review of documents, families will be required to submit a self-certification. Self-certifications must be signed in the presence of a KCDC representative or KCDC notary public and KCDC will document the file why third-party verification was not available.
- E. Exceptions to Third-party Verification Requirements: When third-party verification of income, assets, and/or expenses is unavailable, an exception may be made to the third-party verification requirement if:
1. KCDC made at least two documented attempts to obtain third-party verification;
 2. The source does not have the capability to provide written or oral third-party verification;
 3. The asset or expenses to be verified is an insignificant amount, thus it is not cost effective or reasonable to obtain third-party verification;
 4. Food stamps may be self-certified.

F. Actions KCDC May Take:

1. KCDC may exercise any of the following options if the family has not reported accurate income information:
 - a. Require repayment agreement up to \$2,400 with no more than 24 months to repay;
 - b. Revise current and future rent payments; and
 - c. Initiate termination proceedings.

2. Action to be Taken When Tenant Agrees with Discrepancy:

An appointment will be scheduled for the family to meet with KCDC staff to discuss the income discrepancy. If the tenant agrees with the discrepancy, and retroactive charges accessed do not exceed \$2400, the family will be given the opportunity to sign a repayment agreement for the retro charge owed with up to 24 months to repay as long as another promissory agreement does not exist. If tenant fails to show to sign the promissory agreement, the assistance will be terminated. If the amount owed to KCDC exceeds \$2400, the family's assistance will be terminated. The family will be given an opportunity to contest any adverse findings through KCDC's informal hearing process. If a tenant is terminated for failing to pay on the promissory and wants to reapply, the amount must be paid in full and the family must prove they have lived in the community for three (3) years in good standing before an application can be submitted for any KCDC Section 8 program. If the applicant files a bankruptcy to dismiss the amount owed to KCDC, the applicant must provide proof they have lived in the community in good standing for three (3) years.

3. Action to be Taken When Tenant Disagrees with Discrepancy:

If the tenant disagrees with the discrepancy, the burden of proof will be placed on the tenant to show why a discrepancy does not exist. When the discrepancy involves wages, the tenant must contact and resolve the issue with the employer. The tenant will be given a reasonable amount of time, but not to exceed 4 weeks, to resolve the matter. If the family cannot provide proof that the discrepancy is in error and if retroactive charges accessed exceed \$2400, the family's assistance will be terminated with charges added to their move-out balance. At this time the

family will have a right to an informal hearing. If the tenant can provide proof that the discrepancy was in error, the retroactive charges will be dismissed. If a discrepancy does exist and retroactive charges are assessed but do not exceed \$2400, the family will be given the opportunity to sign a repayment agreement for a period of not more than 24 months to repay as long as another promissory agreement does not exist. If tenant fails to show to sign promissory, the assistance will be terminated.

If tenant acquires another retroactive charge, the assistance will be terminated.

- G. File Documentation: KCDC will document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that KCDC has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.
- H. File Retention: Once a participant leaves the Section 8 program the applicant/participant records will be retained by KCDC for a period of not less than three (3) years. Due to the increase in paperwork in a current tenant file, KCDC may scan paperwork in a file when the paperwork is over three years. Certain items in the file will be retained in hard copy such as the original application, social security cards, picture Identification, and the Citizenship form for each household member, current lease and supporting documents. The HUD form 50058 will be maintained for three years during the term of the lease and for a period of 3 years from the end of participation date (EOP). The 50058's that are not printed for the file are available on the computer to print for audit purposes.

15.2 Verification Of Medical Expenses

To verify medical expenses, KCDC will attempt third-party verification of medical expenses from appropriate sources. If third-party verification is not available, KCDC will request the tenant to provide documents such as receipts, cancelled checks, or paycheck stubs for verifying medical insurance premiums. Also the tenant will be asked to provide receipts for payments to physicians to verify medical costs. Previous medical bills that have been paid in full will not be included.

15.3 Verification Of Deduction For Child Care Expenses

To adequately verify child care expenses, KCDC must verify the family qualifies for the deduction. After verifying the age of the child/children receiving child care, KCDC must verify the qualifying activity in which the family is taking part and that the expenses are not reimbursed by another source.

15.3.1 Verification Of Qualifying Activity:

- A. Gainfully Employed – For family members who are gainfully employed, KCDC will use employment verification to confirm the family's eligibility for the child care expense.
- B. Actively Seeking Employment – To verify that an individual is actively seeking employment, KCDC will first attempt third-party verification which could include information that the individual is fulfilling the requirements for receiving unemployment compensation or verification from a local or state government agency that oversees work related activities. If third-party verification is impossible to obtain, KCDC will verify that a family member is actively seeking employment by obtaining a certification from the family member attesting to his or her efforts to find employment.
- C. Furthering his/her education – KCDC must verify that the family member is a student. The information provided by the student or the institution should confirm that the student is, in fact, enrolled; and specify details about the timing of classes in which the student is enrolled.
- D. Verification that Expenses not reimbursed by another source – KCDC may use documents supplied by the family such as bills, receipts or cancelled checks. If such verification is not available, KCDC will request a written third-party verification form from the child care provider.

Only reasonable expenses are deductible. Reasonable means reasonable for the care provided. (See item 10.4 (F) for reasonable expenses).

15.4 Verification Of Citizenship Or Eligible Noncitizen Status

The citizenship/eligible noncitizen status of each family member regardless of age must be determined. Citizenship/eligible noncitizen status will be verified only once. This verification will be obtained prior to admission and prior to a new member joining the resident family.

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

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

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

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

Noncitizen students on student visas, though in the country legally, are not eligible to be admitted to the Section 8 Program.

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

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

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

If KCDC determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizen listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination.

15.5 Verification Of Social Security Numbers

New family members and children must have social security documentation prior to being added to a lease. Prior to being added to the lease to any Section 8 Rental Assistance Program, all members must have verification of their Social Security number. If a member indicates that they have a Social Security number, but cannot readily verify it, the member must provide a letter from the Social Security Administration or other federal or state government agency. All children must have a Social Security card or Social Security letter prior to being added to the lease. If a child under the age of six (6) years of age was added to the assistance applicant household within the six (6) month period prior to the household's date of voucher issuance, the assistance applicant may become a participant, so long as the documentation required is presented to KCDC within 90 days from date of admission into the program which means by the effective date of the Housing Assistance Payment Contract. KCDC will grant an additional 90 day period if it is determined the assistance applicant's failure to comply was due to circumstances beyond their control. Failure to provide the social security card within these timeframes may result in withdrawal of application or termination of assistance. If the documentation is not provided within the allotted time, the admission will be denied. Verification of the Social Security number will be obtained only once. The verification of the Social Security number must be the original Social Security card. If the name on the Social Security card and the picture ID do not match, KCDC will use the Social Security card name and require proof of the change of name. The proof will be derived from marriage license or other court documentation.

15.6 Timing Of Verification

Information must be updated (if more than sixty (60) days old) to verify that an applicant is eligible. Verification information for tenants must be dated within sixty (60) days of their reexamination. If the verification is older than sixty (60) days, the source will be contacted and asked to provide information regarding any changes. When an interim reexamination is conducted, KCDC will verify and update all information related to family circumstances and level of assistance.

16. Rent And Housing Assistance Payment

16.1 Rent Reasonableness

Program regulation requires KCDC to certify that the rent charged to the housing choice tenant is not more than the rent charged for other unassisted comparable units. KCDC will not approve an initial rent (or a rent increase) in any of the tenant-based programs without determining that the rent amount is reasonable. Rent reasonableness is determined prior to the initial lease and at the following times:

- A. Before any increase in rent to owner is approved, owner must make the request in writing 60 days prior to the end of the lease period which is usually the annual recertification month. If the rent increase is requested after recertification, the

owner may be required to wait until the next recertification date to increase the rent. If owner is eligible for a rent increase, only one increase per year is permitted. KCDC reserves the right to only allow a 20% increase in a one year period without substantial upgrades to the property since the last inspection.

- B. If sixty (60) days before the contract anniversary date there is a 10 percent decrease in the published Fair Market Rents as compared to the previous FMR; and If KCDC or HUD directs that rent reasonableness be redetermined.
- C. For KCDC owned Units under the Project Based Voucher Program, the amount of the reasonable rent must be determined by an independent agency approved by HUD in accordance with PBV program requirements. The independent entity must provide a copy of the determination of reasonable rent for the KCDC owned units to KCDC and to the HUD field office where the project is located.

16.2 Rent Reasonableness Comparability

Each unit inspected will be certified by an independent entity that the approved contract rent is reasonable in relation to rents charged for comparable units in the private unassisted market. A lease of an unassisted unit may be requested when determining rent reasonableness. Factors taken into account will be:

- A. Bedroom Size
- B. Unit Type
- C. Square Footage
- D. Location
- E. Unit
- F. Age
- G. Amenities
- H. Housing Services/Maintenance
- I. Utilities provided by Owner

1. Rent Reasonableness Methodology

The KCDC rent reasonableness system is based on unit comparison per the criteria listed above. KCDC will use the Third-party vendor's methodology for rent comp verification. KCDC currently requires a minimum of two comparable units in order for the unit to pass the rent reasonableness test. Information on unassisted units are maintained in our automated database and are updated or purged biennially. Rent Reasonableness Scope of service if Third-party vendor does not do inspections.

a. Initials

KCDC will provide Initial inspection report on subject property by email with the following information:

- i. Landlord name and phone number
- ii. Property address
- iii. Tenant name if applicable
- iv. Requested rent if applicable
- v. Year Built
- vi. Number of bedrooms and baths
- vii. Structure type
- viii. Square footage
- ix. Utilities and who is responsible
- x. Amenities (ex: Washer/Dryer, Dishwasher, Parking, etc.)

Third-party vendor will provide an Initial Rent Reasonableness report (PDF) with 3 comparable properties and return to KCDC by email to KCDC designated contact person within 24 hours from time the initial inspection report was received by the Third-party vendor. If a rent roll is needed from landlord, Third-party vendor will email KCDC contact person regarding the request.

b. Annuals

- i. KCDC will provide Rent Increase request forms and/or Annual inspection report by email with the same information above. Third-party vendor's may use an Annual Increase Template spreadsheet.
- ii. Third-party vendor will provide an Annual Rent Reasonableness report (PDF) with 3 comparable properties and return to KCDC by email to KCDC designated contact person within 5 business days from time the annual increase is received by the Third-party vendor. If a rent roll is needed from landlord, the Third-party vendor will email the KCDC contact person regarding the request.
- iii. The Third-party vendor will save KCDC PDF Rent Reports up to 2 years or as long as they remain as the Third-party vendor.
- iv. Third-party vendor shall follow HUD's guidelines for Rent Reasonableness and update their comparable database annually.

2. Units that Must Not be Used as Comparables

Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent controlled by local ordinance.

3. Rents Charged for Other Units on the Premises

The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units if the premises include more than 4 units. By accepting the KCDC payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If asked to do so, the owner must give KCDC information regarding rents charged for other units on the premises. Owners are invited to submit information at any time. Owners may review the determination made of their unit and may submit additional information or make improvements to the unit that will enable KCDC to establish a higher rental value market.

16.3 Maximum Subsidy

The Fair Market Rent (FMR) published by HUD and the payment standard established by KCDC, or, if applicable, the exception payment standard rent determines the maximum subsidy for a family. KCDC may grant exceptions to payment standards up to 120% of Fair Market Rent when a family requests it as a reasonable accommodation due to their disability and can verify why they are requesting the exception/increased payment standard (see Section 1.2 on requesting a reasonable accommodation). This approval for an increased payment standard as a reasonable accommodation does not need HUD approval.

For the Housing Choice Voucher Program, the minimum payment standard will be 90 percent of the FMR and the maximum payment standard will be up to 110 percent of the FMR, or the exception payment standard (if applicable).

For a voucher tenancy in an insured or non-insured 236 project, a 515 project of the Rural Development Administration, or a Section 221(d)(3) below market interest rate project, the payment standard may not exceed the basic rent charged including the cost of tenant-paid utilities.

KCDC may adopt, with HUD notification, Small Area Fair Market Rent (SAFMR) Exception Payment Standards by zip code area if deemed beneficial for the success of KCDC program participants locating affordable housing. Effective October 1, 2024, HUD will require KCDC to implement SAFMR's for all zip code areas. Upon approval of Moving to Work (MTW) cohorts, KCDC will request a waiver to forgo the implementation of mandatory SAFMR's for all zip code areas, if waiver is approved KCDC will use payment standards and optional SAMFR zip code areas.

For manufactured home space rental, the maximum subsidy under any form of assistance is the Fair Market Rent for the space as outlined in 24 CFR 982.888.

16.3.1 Setting the Payment Standard

The Statute requires that the payment standard be set by KCDC between 90 and 110 percent of the FMR without HUD approval. KCDC will review its determination of the payment standard annually after publication of the FMRs. KCDC will consider vacancy rates and rents in the market area, rents for units leased under the program, success rates of voucher holders in finding units, and the percentage of annual income families are paying for rent under the Housing Choice Voucher Program.

If it is determined that success rates will suffer or that families are being made to pay over 40 percent of income for rent, the payment standard may be raised to the level judged necessary to alleviate hardships.

Before increasing any payment standard, KCDC will conduct a financial feasibility test to ensure that in using the higher standard, adequate funds will continue to be available to assist families in the program.

If success levels are projected to be extremely high and rents are projected to be at or below 30 percent of income, KCDC will reduce the payment standard. Payment standards for each bedroom size are evaluated separately so that the payment standard for one-bedroom size may increase or decrease while another remains unchanged.

KCDC may opt to lower payment standards. A lower payment standard applies immediately to all new admissions, all movers, and stayers with a new HAP contract (i.e., when the owner offers or requires a new lease). KCDC will not reduce the payment standard applied to a family as a result of a reduction in the fair market rent (FMR). For all other voucher participants, decreased payment standard amounts are not applied until the second regular reexamination after the payment standard is lowered. KCDC may request HUD to waive the requirement for good cause.

KCDC may approve a higher payment standard (if not more than 120% of fair market rent) as a reasonable accommodation for a disabled family. Mandatory reasonable accommodation request forms must be completed and returned to KCDC for this to be considered. (See Section 1.2 on requesting a reasonable accommodation)

KCDC may adopt, with HUD notification, Small Area Fair Market Rent (SAFMR) Exception Payment Standards by zip code area if deemed beneficial for the success of KCDC program participants locating affordable housing. Effective October 1, 2024, HUD will require KCDC to implement SAFMR's for all zip code areas. Upon approval of Moving to Work (MTW) cohorts, KCDC will request a waiver to forgo the implementation of mandatory SAFMR's for all zip code areas, if waiver is approved KCDC will use payment standards and optional SAMFR zip code areas.

16.3.2 Area Exception Rents (If Applicable)

To help families find housing outside areas of high poverty or when voucher holders are having trouble finding housing for lease under the program, KCDC may request that HUD approve an exception payment standard rent for certain areas within its jurisdiction. The areas may be of any size, though generally not smaller than a census tract. KCDC may request one such exemption payment standard area or many. Exception payment standard rent authority may be requested for all or some unit sizes or for all or some unit types.

When an exception payment standard rent has been approved and the FMR increases, the exception rent remains unchanged until such time as KCDC requests (and HUD approves) a higher exception payment standard rent. If the FMR decreases, the exception payment standard rent authority automatically expires.

16.4 Assistance And Rent Formulas

A. Section 8 Vouchers

1. Section 8 Vouchers The payment standard is set by KCDC between 90 percent and 110 percent of the FMR or higher (if applicable). KCDC reserves the right to use Small Area Fair Market Rent (SAFMR) exception payment standards for specified zip code areas if deemed beneficial for the success of KCDC program participants locating affordable housing. Effective October 1, 2024, HUD will require KCDC to implement SAFMR's for all zip code areas. Upon approval of Moving to Work (MTW) cohorts, KCDC will request a waiver to forgo the implementation of the SAFMR for all zip code areas.
2. The participant pays the greater of the Total Tenant Payment or the minimum rent, plus the amount by which the gross rent exceeds the payment standard.
3. No participant when initially receiving tenant-based assistance on a unit shall pay more than 40 percent of their monthly-adjusted income if the gross rent exceeds the applicable payment standard.

B. Total Tenant Payment

The total tenant payment is equal to the highest of:

1. 10 percent of monthly income;
2. 30 percent of adjusted monthly income; or
3. Minimum rent.

C. Minimum Rent

KCDC has set the minimum rent as \$50.00 for the Section 8 Rental Assisted programs. If the family requests a hardship exemption, KCDC will suspend the minimum rent for the family beginning the month following the family's hardship request. The suspension will continue until KCDC can determine whether hardship exists and whether the hardship is of a temporary or long-term nature. During suspension, the family will not be required to pay a minimum rent and the housing assistance payment will be increased accordingly.

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 due to 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. No hardship. If KCDC determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent to KCDC for the time suspension.
3. Temporary hardship. 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. Long-term hardship. 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.
5. Appeals. The family may use the informal hearing procedure to appeal KCDC's determination regarding the hardship.

D. Section 8 Preservation Vouchers/Enhanced Vouchers

1. Payment Standard
 - a. The payment standard for a family that stays in the same unit and receives enhanced voucher assistance will receive a special payment standard:
 - ii. If the gross rent exceeds the PHA's payment standard, the payment standard used to calculate the voucher housing assistance payment is the gross rent of the unit. (New rent to owner plus the applicable PHA utility allowance);
 - iii. If the gross rent is less than the PHA's payment standard, the regular payment standard rules apply.
 - b. If the dwelling unit is in an exception area, KCDC will use the appropriate payment standard for the exception area.
2. HAP equals the gross rent for the unit minus the greatest of:
 - a. 30 % of adjusted monthly income; or
 - b. 10 % of gross monthly income; or
 - c. Applicable enhanced voucher minimum rent; or
 - d. Other minimum rent established by the PHA as authorized by Federal Law.

E. Manufactured Home Space Rental: Section 8 Vouchers

1. The payment standard for a participant renting a manufactured home space is the published FMR for rental of a manufactured home space.
2. The space rent is the sum of the following as determined by KCDC:
 - a. Rent to the owner for the manufactured home space;
 - b. Owner maintenance and management charges for the space; and
 - c. Utility allowance for tenant paid utilities.
3. The participant pays the rent to owner less the HAP

4. HAP equals the lesser of:
 - a. The payment standard minus the total tenant payment; or
 - b. The rent paid for rental of the real property on which the family-owned manufactured home is located.

F. Rent for Families under the Noncitizen Rule

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

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

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three years. If granted after that date, the maximum period of time for assistance under the provision is 18 months. KCDC will grant each family a period of 6 months to find suitable affordable housing. If the family cannot find suitable affordable housing, KCDC will provide additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent and utilities.

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

1. Find the prorated housing assistance payment (HAP) by dividing the HAP by the total number of family members, and then multiplying the result by the number of eligible family members.
2. Obtain the prorated family share by subtracting the prorated HAP from the gross rent (contract rent plus utility allowance).
3. The prorated tenant rent equals the prorated family share minus the full utility allowance.

16.5 Utility Allowance

KCDC maintains a utility allowance schedule for all tenant-paid utilities (except telephone and cable), for cost of tenant-supplied refrigerators and ranges, and for other tenant-paid housing services.

The utility allowance schedule is determined based on the typical cost of utilities and services paid by energy-conservative households that occupy housing of similar size and type in the same locality. In developing the schedule, normal patterns of consumption for the whole community and current utility rates are used.

Utility allowance schedules are reviewed annually by the state of Tennessee's housing agency, Tennessee Housing Development Agency (THDA), and revised if any allowance for a utility category had a change of 10 percent or more in the utility rate since the last time the utility allowance schedule was revised. THDA maintains information supporting the annual review of utility allowances and any revisions made in its utility allowance schedule. Participants may review this information at any time by contacting THDA.

A voucher holder's utility allowance is based on the bedroom size of the voucher for which the household qualifies regardless of the size of the unit leased. KCDC may approve a utility allowance that is higher than the applicable utility schedule if needed as a reasonable accommodation.

At each reexamination, KCDC applies the utility allowance from the most current utility allowance schedule.

The utility allowance is subtracted from the family's share to determine the amount of the tenant rent. The tenant rent is the amount the family owes to the owner each month. The amount of the utility allowance is still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant and will be sent to the utility company for the tenant.

Tenant-supplied utilities must be in the name of the head of household, unless a reasonable accommodation must be made for a person with disabilities.

16.6 Distribution Of Housing Assistance Payment

KCDC pays the owner the lesser of the housing assistance payment or the rent to owner. If payments are not made when due, the owner may charge KCDC a late payment, agreed to in the Contract and according to generally accepted practices in the KCDC jurisdiction.

- A. It is the owner's practice to charge such penalties for assisted and unassisted tenants; and
- B. The owner also charges such penalties against the tenant for late payment of family rent to the owner. Late charges will not be paid when the reason for the lateness is attributable to factors beyond the control of KCDC.

16.7 Change Of Ownership Or New Ownership

KCDC requires a written request by the owner who executed the HAP contract to make changes regarding who is to receive KCDC's rent payment or the address where the rent payment should be sent.

In addition, KCDC requires a written request from the new owner to process a change of ownership. The following documents must accompany the written request:

- A. Property Tax Notice, Settlement Statement, or Deed of Trust showing the transfer of title address,
- B. Tax identification Number or Social Security Number,
- C. Direct Deposit information:

Once KCDC receives account information for the direct deposit, payments will be deposited in the bank the first of the next month for the housing assistance payment unless it is after the 20th of the month when direct deposit information is received. If after the 20th of the month, the direct deposit payment for housing assistance will be deposited the second month after KCDC receives the direct deposit information.

When setting up an owner deposit account for Section 8 Housing Assistance Payments (HAP), KCDC requires the "Change to Landlord forms packet", including a voided check, filled out completely. If a voided check is not available, a statement from the bank on letterhead with the routing number and account number will be acceptable. An owner/manager may only set up one bank account at a time for receiving Section 8 HAP.

New Ownership

New owners will be required to execute IRS form W-9. KCDC may withhold the rent payment until the Taxpayer Identification Number is received. The following documents are required from the owner:

- A. Property Tax Notice, Settlement Statement, or Deed of Trust showing proof of ownership.
- B. Tax Identification Number or Social Security Number, and
- C. Direct Deposit information:

Once KCDC receives account information for the direct deposit, payments will be deposited in the bank the first of the next month for the housing assistance payment unless it is after the 15th of the month when direct deposit information is received. If after the 15th of the month, the direct deposit payment for housing assistance will be deposited the second month after KCDC receives the direct deposit information.

When setting up an owner deposit account for Section 8 Housing Assistance Payments (HAP), KCDC requires the "Change to Landlord forms packet", including a voided check, filled out completely. If a voided check is not available, a statement from the bank on letterhead with the routing number and account number will be acceptable. An owner/manager may only set up one bank account at a time for receiving Section 8 HAP.

At initial leasing or recontracts, all owners will be required to provide proof that property taxes are not over one year in arrears.

17. Inspection Policies and Housing Quality Standards or Inspire if applicable.

KCDC or (an independent inspection agency), will inspect all units, with the exception of KCDC-owned property, to ensure that they meet the Housing Quality Standards (HQS), or NSPIRE if applicable. Once implemented by HUD, KCDC will utilize NSPIRE Inspection Standards which will replace Housing Quality Standards (HQS).

KCDC-owned properties will be inspected by an independent inspection agency at no charge to the family. No unit will be initially placed on Section 8 unless the HQS or NSPIRE if applicable is met. Once Moving to Work (MTW) cohorts and/ or The Housing Opportunity Through Modernization Act (HOTMA) of 2016 are approved by HUD, KCDC will utilize triennial inspections depending on a property's previous inspection score. Units will be inspected at least biennially. For each assisted dwelling unit, KCDC may make inspections not less often than biennially during the term of the HAP contract for a unit to determine whether the unit is maintained in accordance with Housing Quality Standards (HQS) or NSPIRE if applicable. KCDC may inspect units at other times as needed to determine if the unit meets HQS or NSPIRE if applicable.

KCDC or (an independent inspection agency) will use the HUD-52580-A Long Form for inspections with the exception of the following pages: 2, 4, 6, 8, 13, 15, 17, and 20. All of these pages, except 20, are instructional pages. Page 20 is an optional page. Although the pages will be removed from the inspection form, the inspectors will have them in their possession for informational purposes for owners. If an owner chooses to review the inspection form, the inspector will provide them the entire inspection form. The purpose of removing the instructional pages is to make the inspection form more manageable – 12 pages instead of 20 pages. KCDC or (an independent inspection agency) may also use NSPIRE if applicable. for performing inspections.

KCDC or (an independent inspection agency) must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first-class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule 24 hours before the inspection or make arrangements to enable KCDC or (an independent inspection agency) to enter the unit and complete the inspection.

If the family misses the scheduled inspection and fails to reschedule the inspection, KCDC or (an independent inspection agency) will consider the family to have violated a Family Obligation and their assistance may be terminated. If the family calls to request an informal hearing to dispute the termination, one more chance may be given and the family may be obligated to sign a statement of understanding stating if they miss another appointment for inspection, they will lose their assistance. Once a statement of understanding is signed, it will remain in effect for 24 months.

Owners and families are obligated to sign the "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" at each initial lease signing. Owners with units built before 1978 that are occupied or will be occupied with a child or children under six years of age, (excluding zero bedroom dwellings) must comply with HUD Lead Based Paint regulations at 24 CFR Part 35 and 982.401

17.1 Types of Inspections

KCDC or an independent inspection group will perform seven types of inspections:

- A. Initial Inspection – An inspection that must take place to insure that the unit passes HQS or NSPIRE if applicable. before assistance can begin. A unit must be available for inspection within thirty (30) days from the date of submitted Request for Tenancy Approval.
 - 1. If more than 10 deficiencies are found on an initial inspection, the unit will be considered not ready and the inspection will be rescheduled.
 - 2. If the owner supplied appliances are not in the unit on an initial inspection, the unit will be considered not ready and the inspection will be rescheduled.
 - 3. If all utilities are not on at an initial inspection, the unit will be considered not ready and the inspection will be rescheduled.Once inspected, the unit must pass inspection within thirty (30) days. Once unit passes inspection, the inspection is valid for 60 days.
- B. Annual/Biennial/Triennial – Triennial Inspections- An inspection conducted every three years to determine the unit continues to meet HQS or NSPIRE if applicable. Biennial Inspections- An inspection conducted every two years to determine the unit continues to meet HQS or NSPIRE if applicable. Annual Inspections- An inspection conducted every year to determine the unit continues to meet HQS or NSPIRE if applicable.
- C. Complaint Inspection – An inspection caused by the housing agency receiving a complaint on the unit by anyone. If KCDC receives more than three complaints on the same property within a five year period, the property will be removed from the Section 8 program.

- D. Special Inspection – An inspection caused by a third party, i.e., HUD, needing to view the unit.
- E. Emergency – An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.
- F. Quality Control Inspection – Quality Control Inspection: KCDC or the Third party vendor will conduct Quality Control Inspections. The records will be drawn in an unbiased manner and reviewed by a KCDC or an independent inspector's supervisor. The supervisor's reinspected sample will be drawn from recently completed HQS inspections and will be drawn to represent a cross section of neighborhoods and the work of a cross section of inspectors.
- G. Reinspection – KCDC may elect to do a reinspection to comply with 982.404(a) (3) to verify that all HQS deficiencies have been corrected. However, a reinspection is not necessary if KCDC can obtain verification through other means such as an owner's certification that required repairs were made and then KCDC will verify that action at the next on site inspection. KCDC may elect to accept a self-certification signed by the owner and the tenant the repairs have been completed, except on initial inspections, life threatening inspections or if an inspection has more than ten deficiencies. If Independent Inspection Company or KCDC receive the completed self-certification form by the deadline date, the unit will pass inspection as of the date the completed form is received and the scheduled physical re-inspection will be cancelled.
- H. Remote Video Inspections (RVI's)-KCDC or an Independent Inspection Group reserves the right to conduct Remote Video Inspections as needed. KCDC or an independent inspection group will follow the procedures laid out in PHI Notice 2020-31 to conduct the RVI.
- I. KCDC will not print inspection copies; these will be stored in the Third-party vendor's database.

17.2 Owner And Family Responsibility

- A. Owner Compliance Enforcement with HQS or NSPIRE if applicable.
 - 1. The owner must maintain the unit according to HQS or NSPIRE if applicable. Detailed information regarding HQS is included in the participant's briefing packet and the owner's packet.
 - 2. If the owner fails to maintain the dwelling unit according to HQS or NSPIRE if applicable, KCDC will take prompt and necessary action to enforce the owner's obligations. KCDC's remedies for such breach of the HQS or NSPIRE if applicable include termination, suspension, or reduction of housing assistance payments and termination of the HAP contract.
 - 3. KCDC will not make any housing assistance payments for a dwelling unit that fails to meet the HQS or NSPIRE if applicable, unless the owner corrects the defect within the period specified by KCDC and KCDC verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours or the HAP payment will cease. For other defects, the owner must correct the defect within no more than 30 calendar days (or any KCDC-approved extension). Owners and tenants must call to ask for extensions or extensions will not be granted.
 - 4. If an owner fails to correct HQS or NSPIRE if applicable deficiencies by the time specified, KCDC will abate housing assistance payments no later than the first of the month following the repair deadline date. KCDC will notify the family and the owner when abating the payments and will inform them of the abatement and the timeframe of non-compliance. If the owner makes the repairs and the unit complies with the HQS or NSPIRE if applicable within the required timeframe, KCDC will resume payment to the owner. KCDC will not make payments to the owner for the period of time the payments were abated. No retroactive payments will be made to the owner for the period of time the rent was abated for failed inspections that did not meet HQS or NSPIRE if applicable.
 - 5. If KCDC or an independent inspection agency is unable to gain access to the unit to clear the deficiencies, the owner's Housing Assistance Payment will be abated.
 - 6. KCDC will not make Housing Assistance Payments on a new construction unit without a certificate of occupancy or a certificate of completion for a rehabilitated unit.
 - 7. KCDC may terminate assistance to a family because of any HQS or NSPIRE if applicable breach caused by the family.
 - 8. During any abatement period, the family continues to be responsible for their share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction. KCDC or an independent inspection agency, will inspect abated units upon notification the work has been completed.
 - 9. Pest Control Policy: The dwelling unit and its equipment must be free of vermin and rodent infestation. The unit is inspected before a tenant moves in and at least biennially. The independent inspector will determine owner and tenant responsibility for any cited deficiency.

10. Bed Bug Policy: If owner has prior bed bug clearance initially, the tenant will be responsible for the bed bug clearance.
11. Pool Policy: KCDC will provide an addendum for both tenant and owner stating that no specific HQS or NSPIRE if applicable requirements are included for the pool other than failure to maintain the pool according to county/city/health department codes will result in an HQS or NSPIRE if applicable fail and no expressed liability will be construed from the HQS or NSPIRE if applicable inspection of the pool by KCDC or any subcontracted inspection company and the owner /resident will not hold KCDC liable in any way.
12. When a structure type Mobile Home is installed on a solid foundation, the structure type will be changed to a house.
13. Owners with units built before 1978 that are occupied or will be occupied with a child or children under six years of age, (excluding zero bedroom dwellings) must comply with HUD Lead Based Paint regulations at 24 CFR Part 35 and 982.401.

B. Tenant Compliance enforcement with HQS or NSPIRE if applicable:

1. The family is responsible for a breach of the HQS or NSPIRE if applicable that is caused by any of the following:
 - a. The family fails to pay for any utilities that the owner is not required to pay, but which are to be paid by the tenant;
 - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant; or
 - c. Any member of the household, or a guest, damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS or NSPIRE if applicable breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. KCDC may give a short extension (not more than 48 hours) whenever the responsible party cannot be notified or it is impossible to eliminate the problem or execute the repair within a 24 hour period. In those cases where there is leaking gas or a potential fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by KCDC. If the emergency repair item(s) are not corrected in the time period required, KCDC will take prompt and vigorous action to terminate assistance.

For other family-caused defects, the family must correct the defect within no more than 30 calendar days (or any KCDC-approved extension).
3. If KCDC or an independent inspection agency is unable to determine a unit's deficiencies have been completed, KCDC will abate the owner's payment until the deficiencies are cleared and take prompt action to enforce family obligations following the program requirements.

17.3 Exceptions To The HQS or NSPIRE if applicable Acceptability Criteria

KCDC has the following HQS requirements in addition to the minimum standards set by HUD:

- A. At least one window screen per room is required unless the unit has central air conditioning, or the room has an air conditioner;
- B. Fire extinguishers are required in unsprinklered multi-family dwellings;
- C. Written verification from a qualified electrical or mechanical personnel if problems are found or suspected;
- D. Doors are required for bedroom entrances;
- E. All bathroom doors must have locks;
- F. Ample closet space must be available in all units;
- G. Appliances must be reasonably clean;
- H. Painting required if walls are heavily marred or soiled;
- I. One dumpster per building for each building containing over four apartments and if refuse disposal facilities are determined inadequate;
- J. The heating system must be capable of maintaining a minimum of 70 degrees during cold weather;
- K. Storm door, if present, must be in good condition (closer, handles, glass, screen);

- L. Storm windows cannot be used as primary windows;
- M. No bars on at least one window per room if bars are present and there is no other egress;
- N. Minimum bedroom size of 70 square feet (7 X 10);

17.4 Time Frames And Corrections Of HQS or NSPIRE if applicable Fail Items

A. Correcting Initial HQS or NSPIRE if applicable Fail Items:

KCDC, or an independent inspection agency, will conduct an initial inspection of the unit within a reasonable period after the family submits a Request for Tenancy Approval and the owner and family indicate the unit is ready for inspection. The owner and participant will be notified of the results of the inspection. If the unit fails HQS or NSPIRE if applicable the owner and the participant will be advised to notify KCDC or an independent inspection agency, to schedule a re-inspection when the repairs have been properly completed. Once the unit passes the inspection, KCDC or an independent inspection agency will notify the owner and participant of the results.

B. HQS or NSPIRE if applicable Fail Items for Units under Contract:

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency item list below), the owner or participant will be given 24 hours to correct the violations. For less serious failures, the owner or participant will be given up to 30 days to correct the failed item(s). If the unit fails HQS or NSPIRE if applicable, the owner and the participant will be advised to notify KCDC or an independent inspection agency to reschedule a re-inspection when the repairs have been properly completed.

For re-inspections that are not for an initial inspection, a life threatening inspection or an inspection that has more than ten deficiencies, KCDC may accept an owner certification of completed repairs signed by the owner and the tenant. If Independent Inspection Company or KCDC receive the completed self-certification form by the deadline date, the unit will pass inspection as of the date the completed form is received and the scheduled physical re-inspection will be cancelled.

If the owner fails to correct the items that failed HQS or NSPIRE if applicable after proper notification has been given, KCDC will abate payment and terminate the contract. If KCDC abates the payment and terminates the contract, the owner cannot rent the unit to the same tenant or a new tenant until the HQS or NSPIRE if applicable violation has been corrected.

If the participant fails to correct HQS or NSPIRE if applicable failed items that are family caused after proper notification has been given, KCDC will terminate assistance for the family.

C. Time frames for Corrections:

1. Emergency repair items must be abated within 24 hours.
2. Refrigerator, range and oven, or a major plumbing fixture supplied by the owner that is not serviceable must be done within 72 hours.
3. Extermination of rodent infestation must be done within 72 hours.
4. Non-emergency items must be completed within (30) days of the initial inspection.

D. Extensions:

At the sole discretion of KCDC, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. Owner must call to ask for extension. If repairs are not completed within 60 days after the initial inspection date, KCDC will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside work for porches, steps, and sidewalks. Extensions may be granted for up to 120 days. Owners and tenants must call to ask for extensions or extensions will not be granted.

E. KCDC reserves the right to charge owners reasonable re-inspection fees if an owner notifies KCDC a repair has been made or the allotted time for repairs has elapsed and a re-inspection reveals that any deficiency cited in the previous inspection that the owner is responsible for was not corrected. The owner may not pass this fee on to the family.

17.5 Life Threatening Deficiencies/Emergency Fail Items

Life-threatening or emergency fail items are conditions which must be cured within 24 hours after written notice of the defects has been provided. Failure to do so may result in termination, suspension, or reduction of housing assistance payments and termination of the HAP contract.

Life-threatening conditions/emergency fail items are defined as:

- A. Gas (natural or liquid petroleum) leak or fumes. A life-threatening condition under this standard is one of the following:
 - 1. A fuel storage vessel, fluid line, valve, or connection that supplies fuel to a HVAC unit is leaking; or
 - 2. A strong gas odor detected with potential for explosion or fire, or that results in health risk if inhaled.
- B. Electrical hazards that could result in shock or fire. A life-threatening condition under this standard is one of the following:
 - 1. A light fixture is readily accessible, is not securely mounted to the ceiling or wall, and electrical connections or wires are exposed;
 - 2. A light fixture is hanging by its wires;
 - 3. A light fixture has a missing or broken bulb, and the open socket is readily accessible to the tenant during the day to day use of the unit;
 - 4. A receptacle (outlet) or switch is missing or broken and electrical connections or wires are exposed;
 - 5. A receptacle (outlet) or switch has a missing or damaged cover plate and electrical connections or wires are exposed;
 - 6. An open circuit breaker position is not appropriately blanked off in a panel board, main panel board, or other electrical box that contains circuit breakers or fuses;
 - 7. A cover is missing from any electrical device box, panel box, switch gear box, control panel, etc., and there are exposed electrical connections;
 - 8. Any nicks, abrasions, or fraying of the insulation that expose conducting wire;
 - 9. Exposed bare wires or electrical connections;
 - 10. Any condition that results in openings in electrical panels or electrical control device enclosures;
 - 11. Water leaking or ponding near any electrical device; or
 - 12. Any condition that poses a serious risk of electrocution or fire and poses an immediate life-threatening condition.
 - 13. Electrical outlet smoking or sparking
- C. Inoperable or missing smoke detector. A life-threatening condition under this standard is one of the following:
 - 1. The smoke detector is missing; or
 - 2. The smoke detector does not function as it should.
 - 3. Where there is not at least one working smoke alarm on each floor.
- D. Interior air quality. A life-threatening condition under this standard is one of the following:
 - 1. The carbon monoxide detector is missing; or
 - 2. The carbon monoxide detector does not function as it should.
- E. Gas/oil fired water heater or heating, ventilation, or cooling system with missing, damaged, improper, or misaligned chimney or venting. A life-threatening condition under this standard is one of the following:
 - 1. The chimney or venting system on a fuel fired water heater is misaligned, negatively pitched, or damaged, which may cause improper or dangerous venting of gases;

2. A gas dryer vent is missing, damaged, or is visually determined to be inoperable, or the dryer exhaust is not vented to the outside;
 3. A fuel fired space heater is not properly vented or lacks available combustion air;
 4. A non-vented space heater is present;
 5. Safety devices on a fuel fired space heater are missing or damaged; or
 6. The chimney or venting system on a fuel fired heating, ventilation, or cooling system is misaligned, negatively pitched, or damaged which may cause improper or dangerous venting of gases.
- F. Lack of alternative means of exit in case of fire or blocked egress. A life-threatening condition under this standard is one of the following:
1. Any of the components that affect the function of the fire escape are missing or damaged;
 2. Stored items or other barriers restrict or prevent the use of the fire escape in the event of an emergency; or
 3. The building's emergency exit is blocked or impeded, thus limiting the ability of occupants to exit in a fire or other emergency.
- G. Other interior hazards. A life-threatening condition under this standard is a fire extinguisher (where required) that is missing, damaged, discharged, overcharged, or expired.
- H. Deteriorated paint, as defined by 24 CFR 35.110, in a unit built before 1978 that is to be occupied by a family with a child under 6 years of age. This is a life-threatening condition only for the purpose of a condition that would prevent a family from moving into the unit. All other lead hazards reduction requirements, including the timeline for lead hazard reduction procedures, still apply including units where a child under the age of six has a confirmed Elevated Blood Lead Level (EBLL) that has been identified.
- I. No hot or cold Water
- J. Owner provided Utilities
- K. Inability to maintain adequate heat at 70 degrees
- L. Major plumbing leak
- M. Broken Lock(s) on first floor doors or windows
- N. Broken windows that allow weather elements into the unit
- O. Unusable commode when only one commode is present in a unit
- P. Security risks such as broken doors or windows that allow intrusion
- Q. Other conditions that pose an immediate threat to health and safety

17.6 Abatement

When a unit fails to meet HQS or NSPIRE if applicable and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required time frame, the rent for the dwelling unit will be abated.

For tenant-caused HQS or NSPIRE if applicable deficiencies, the owner will not be held accountable for tenant related repairs. The tenant is held to the same standard and time frames for correction of deficiencies as owners. If repairs are not completed by the deadline, KCDC will send a notice of termination to both the tenant and the owner. The tenant will be given the opportunity to request an informal hearing.

18. Reexamination

18.1 Changes In Lease Or Rent

If the participant and owner agree to any changes in the lease after the initial lease term (1 year), the owner must make the request 60 days prior to the end of the lease period which is usually the reexamination date. The lease, including any changes,

must be according to this Administrative Plan. Owners must notify KCDC and the tenant of any changes in the amount of the rent at least sixty (60) days before the changes go into effect (reexamination date). If the owner is eligible for a rent increase, only one increase per year will be permitted. If the rent increase is requested after reexamination, the owner may be required to wait until the next reexamination date to increase the rent. Any such changes are subject to KCDC determining them to be reasonable. KCDC reserves the right to only allow a 10% increase in a one year period without substantial upgrades to the property since the last inspection. If an owner has failed to request a rent increase in three (3) or more consecutive years from the initial lease signing date, a rent increase of up to 20% of the current contract rent may be considered. Assistance shall not be continued unless KCDC has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner if any of the following changes are made:

- A. Requirements governing participant or owner responsibilities for utilities or appliances;
- B. In the lease terms governing the term of the lease;
- C. If the participant moves to a new unit, even if the unit is in the same building or complex.
- D. If a new owner purchases the property where the tenant lives

KCDC reserves the right to mail the Tenancy addendum (form 52641-A) and the Housing Assistance Payments Contract (form 52641) to owners for signature as needed.

18.2 Annual Reexamination

At least annually, KCDC will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family subsidy is correct based on the family unit size.

KCDC will send a notification letter to the family letting them know that it is time for their annual reexamination and scheduling an appointment. KCDC has the option to send the annual reexamination packets by the United States Postal Service. The reexamination packet will be sent to the tenant and required to be returned, with all the required documents, within 14 days. Failure to do so, will require the tenant to come to the office to complete the reexamination packet. At tenant request, KCDC may scan and e-mail the recertification packet to the tenant with the stipulation the packet must be returned within 14 days from the sent e-mail date. KCDC reserves the right to require online reexaminations.

The family will provide all information regarding income, assets, expenses and other information necessary to determine the family's share of rent. If the household claims they have zero income, all adult members will be required to fill out the zero income questionnaire excluding the spouse of the head of household if they are also reporting no income. If one adult member of the family has income and the other adult does not, the other adult member will be required to fill out the income questionnaire.

KCDC reserves the right to conduct annual reviews of low income families' income for eligibility requirements every three years. After the initial review of any family with a fixed income as defined by the HUD Secretary, KCDC may conduct subsequent reexaminations every three years as opposed to every year. Family will certify that income consists of fixed income at a level defined by the HUD Secretary.

The family will sign a HUD consent form and other consent forms that later will be mailed to the sources that will verify family circumstances. Upon receipt of verification, KCDC will determine the family's annual income and will calculate their family share.

NOTE: KCDC will revise what is included in Annual Income set forth in 5.609 and 5.611 for Adjusted income once Section 102 of HOTMA and Section 104 of HOTMA become effective. Also 982.516 family assets will be implemented once HOTMA is finalized.

18.2.1 Effective Date of Rent Changes for Annual Reexamination

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

18.2.2 Missed Appointments

If the family misses the scheduled reexamination appointment and fails to reschedule the appointment, KCDC will consider the family to have violated a Family Obligation and their assistance may be terminated. If a second appointment is scheduled and the family misses the second appointment, the tenant must request an informal hearing. The hearing officer may allow the tenant to sign a statement of understanding that states if they miss another appointment, the assistance will automatically terminate.

If the assistance is terminated due to tenant not showing for appointment and the family contacts KCDC to dispute the termination, one more chance may be given, if the family can provide proof of an acceptable reason she/he missed the appointment.

18.3 Interim Reexaminations

Interim reexaminations of the tenant's portion of rent will be made at the request of the tenant due to changes in family income or other relative circumstances. Families may request an interim based on a decrease in income for any reason. The decrease must be in effect 30 days or more before the change can be made. Once a family requests a rent change that results in a reduction in the tenant portion of rent, the family may be reclassified as a Special Reporter as defined in Section 14.4 and all subsequent changes occurring prior to the next annual reexamination must be reported to KCDC within ten (10) days of occurrence. KCDC will adjust the housing assistance payments according to these verified changes. At each interim, when there is a reduction in income, KCDC will access the EIV system to run the New Hires Report.

Tenants are required to report all changes in family composition at the time of occurrence, even if the tenant portion of rent is not affected. When warranted, adjustments will be according to regulations. If the unit size is affected by the change in family composition, a voucher for the appropriate size unit will be issued at the time of the annual reexamination.

During an interim reexamination, only the information affected by the changes reported will be reviewed and verified. KCDC will not re-verify the income of other family members.

Any increase in family income due to employment must be from employment lasting more than thirty (30) days.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations unless they are on special reporting as defined in Section 14.4.

Families are required to report the following changes to KCDC between regular reexaminations. These changes will trigger an interim reexamination.

- A. A member has been added to the family through birth, adoption or court-awarded custody;
- B. A household member is leaving or has left the family unit;

If the family member is an adult, the tenant must have proof where the moving adult will reside. Proof may include a picture ID that matches the new address, a change of address form, a lease or bills showing the new address. If a child is being removed, KCDC requires proof where the child will reside such as school documentation or custody papers, food stamp (if applicable) verification the child has been removed from the food stamp case, or as a last resort, a notarized statement who will have custody of the child.

- C. Family breakup;

In circumstances of a family break-up, KCDC will make a determination of which family member will retain the voucher, taking into consideration the following factors:

1. To whom the voucher was issued;
2. The interest of the minor children or of ill, elderly, or disabled family members;
3. In regards to custody of the child when there is a family split, the person who receives residential custody will be the person considered to have custody of the child when determining voucher size. Under extenuating circumstances notarized statement will be permitted.
4. Whether the assistance should remain with the family members remaining in the unit; or
5. Whether the family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the household.

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

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

KCDC will issue a determination within ten (10) business days of the request for a determination. The family member requesting the determination may request an informal hearing in compliance with the informal hearings in Section 19.

If an adult is added to the lease, they will be required to sign a lease addendum with the owner of the property to be added to the lease. To add a household member other than through birth or adoption, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their original Social Security card within ten (10) days and must verify their citizenship/eligible immigrant status (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family). The new family member will go through the screening process similar to the process for applicants. KCDC will determine the eligibility of the new member before allowing the person(s) to be added to the lease. The person will not be added until the eligibility is determined and the original Social Security card is obtained. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, KCDC will grant approval to add their name to the lease. The tenant must provide documentation from the owner that the person to be added can be added to the lease. At the same time, the family's annual income will be recalculated taking into account the income and circumstances of the new family member. The effective date of the new rent will be according to paragraph below 17.4.1.

D. Earned Income Disallowance families:

Tenants whose disabled family member's income is being disallowed under the Earned Income Disallowance provision must attend an interim reexamination at the end of the 12 cumulative month's 100% disallowance and again at the end of the next 12 month cumulative month's 50% disallowance.

Effective January 1, 2024, HOTMA properly and correctly removed the statutory authority for Earned Income Disallowance (EID), so HUD cannot retain the disallowance once the statutory change is in effect, which will be upon the effective date of this final rule. However, HUD agrees that if a family is receiving a disallowance of increase in annual income in accordance with §§ 5.617(c) and 960.255(b) on this final rule's effective date, participants should be able to benefit from EID for the full 24 months. Therefore, this final rule retains the regulations for EID for this time period. However, the EID will be available only to families that are eligible for and participating in the program on the effective date of the final rule; no new families may be added.

E. Death of a Participant:

In regards to the death of a participant – HAP will cease at the end of the month that the Head of House deceased. If there are minor children in the house, the voucher may be obtained by an eligible guardian of the minors or if there is another adult on the lease, the voucher may be obtained by the adult, except in the case of a live-in aide. The live-in aide cannot obtain the voucher to remain in the unit.

For Deceased Head of Household transfers, the process will be as follows:

1. In order to transfer the voucher to another adult household member, the transfer must be completed within 30 days from the date of the deceased head of household's death or the voucher automatically terminates.
2. In order to transfer the voucher to a person who gains guardianship of any minor children in the household, the transfer must be completed within 90 days from the date of the deceased head of household's death or the voucher automatically terminates.

F. Online Reexaminations and Interim Reexaminations – KCDC reserves the right to require online Annual Reexaminations and online Interim Reexaminations

NOTE: KCDC will revise what is included in Annual Income set forth in 5.609 and 5.611 for Adjusted income once Section 102 of HOTMA and Section 104 of HOTMA become effective. Also 982.516 for interim reexaminations will be implemented once HOTMA is finalized.

18.4 Special Reexaminations

KCDC will make a determination if a tenant should be classified as a special reporter. Unstable income is defined as income that is expected to change or end in the next 12 months. If a family's income is too unstable to project for 12 months, including families that temporarily have no income or have a temporary decrease in income, KCDC will require their status to be a special reporter. When one member of the family has stable income but the other adult member of the family does not, the family will be a special reporter until both adult members of the household have stable income. If a family has income over \$14,500 or if a family head of house has income from SS, SSI or Pension regardless whether the family has a spouse or other co-head without income, they will be an annual and not a special reporter. Any new or additional income must be reported within ten days to KCDC. If a tenant fails to report their change of income during their special reporter status, they will be charged with a retroactive back-charge and may risk losing their assistance. If the household claims they have zero income, all adult members will be required to fill out the zero income questionnaire excluding the spouse of the head of household if they are also reporting no income. If one adult members of the family has income and the other adult does not, the other adult member will be required to fill out the income questionnaire.

18.4.1 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Families may request an interim based on a decrease in income for any reason. The decrease must be in effect for 30 days or more before the change can be made. Upon such request, KCDC will take timely action to process the interim reexamination and recalculate the family share. In the case of a newly sign lease, no income change can be made for 30 days from the lease sign date.

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

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed. This may cause a back payment to the owner for the tenant's reduction in tenant share of rent.

If the new rent is a reduction and the family caused the delay or did not report the change timely, the change will be effective the first of the month after the rent amount is determined. KCDC will run a New Hires report from EIV system when there is a request for a reduction in rent.

18.5 Retroactive Charges

Retroactive charges will be assessed in all cases where the proper rent or monthly payment has not been charged for whatever reason, except KCDC error. Retroactive charges shall be assessed for the total amount that should have been paid had the proper information been received by KCDC and/or the proper rent or monthly payment charges made. The tenant will be terminated from the program in cases of misrepresentation. If the amount of the retroactive charge is more than \$2400, a repayment agreement will not be executed and the tenant will be terminated. If the amount of the retroactive charge is more than \$2400, the tenant will be terminated.

In cases of termination, a tenant will have a right to an informal hearing. At this time, they can agree to pay the full amount owed if there is not a current active repay agreement or pay the amount down to \$2,400. Anyone with charges of \$2,400 or less may be allowed to enter into an agreement to pay, if there is not a current repay agreement, and depending upon the amount owed, may have up to 24 months to pay. If a tenant signs a repay agreement and defaults, the assistance will be terminated. The tenant may request a hearing. The hearing officer may allow them to enter into a statement of understanding stating if they ever miss another payment, their assistance will terminate automatically with no opportunity for a hearing. Failure to enter into the agreement will result in termination of assistance. Failure to show for the appointment to sign the promissory agreement will result in termination of assistance.

The household may not enter into more than one (1) repay agreements during program participation. If a tenant is terminated for failing to sign or pay on a promissory and wants to reapply, the amount must be paid in full and the family must prove they have lived in the community for three (3) years in good standing before an application can be submitted for any KCDC Section 8 program. If the applicant files a bankruptcy to dismiss the amount owed to KCDC, the applicant must provide proof they have lived in the community in good standing for three (3) years.

If a family's income wasn't reported and the unreported income would have caused KCDC to stop housing assistance payments and the family to pay all their own rent for six months, KCDC will calculate the rent, calculate a back charge and terminate assistance after a 30 day notice since the HAP should have stopped six months after the last housing assistance payment to owner.

Participants requesting to exercise portability (outside KCDC's jurisdiction) must pay any monies owed in full prior to being issued a portability voucher

19 Termination Of Assistance To The Family By KCDC

KCDC may at any time terminate program assistance for a participant because of any of the following actions or inactions by the household:

- A. If the family or any family member violates any family obligations under the program;
- B. If the family or a family member fails to sign and submit consent forms;
- C. If the family or a family member fails to establish citizenship or eligible immigration status and is not eligible for or does not elect continuation of assistance, proration of assistance, or temporary deferral of assistance. If KCDC determines that a family member has knowingly permitted an ineligible noncitizen (other than any ineligible noncitizen listed on the lease) to permanently reside in their Section 8 unit, the family's assistance will be terminated. Such family will not be eligible to be readmitted to Section 8 for a period of 24 months from the date of termination;
- D. If any family member has ever been evicted from public housing;
- E. If KCDC has ever terminated assistance under the Voucher Program for any family member;
- F. If any family member or guest of the resident as well as any person under the resident's control commits or engages in drug-related or violent criminal activity on or near the premises; has weapons or illegal drugs seized by a law enforcement officer; or manufactures methamphetamine on the premises; For three day evictions a police report is required from the owner.
- G. If any family member commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program. If a family is terminated for fraud, they cannot reapply for assistance until they pay (if applicable) what they owe and they have lived in the community for a period of three years without fraud or any corrupt or criminal activity.
- H. If any family member currently owes rent or other amounts to KCDC or to another housing agency in connection with Section 8 or public housing assistance under the 1937 Act;
- I. If the family or any family member has not reimbursed any housing agency for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- J. If the family breaches an agreement with KCDC to pay amounts owed to a housing agency or amounts paid to an owner by a housing agency.
- K. If any family member has engaged in or threatened abusive or violent behavior toward housing agency personnel;
- L. If any household member is registered under a sex offender registration program;
- M. If a household member's illegal use (or pattern of illegal use) of a controlled substance, or whose abuse (or pattern of abuse) of alcohol, is determined by KCDC to interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- N. A family may be terminated if the family commits any serious or repeated violation of the lease. A family who causes \$500 in damages to a unit or commits any serious or repeated violations of the lease may be terminated from the Section 8 Housing Choice Voucher Program and will be ineligible for KCDC assisted housing for three years from the date of termination. After three years, the family must demonstrate they have lived in the community without damaging property or without eviction for any serious or repeated violations of a lease to establish eligibility for KCDC assisted housing. The proof of the \$500 in damages will be derived from court documentation provided by the property owners. The damage documentation must be provided to KCDC within 30 days of move-out. During court negotiations, the family's assistance may not be terminated.

If the final outcome determines the family owes more than \$500 in damages, the family assistance may be terminated. If the family receives an agreement through court proceedings to repay the owner for damages, the family assistance may not be terminated. If the family defaults on the repay agreement through the courts and the owner provides documentation within 30 days, the assistance may be terminated at that time. If no court negotiations are necessary to determine damages

and the family and owner negotiate a repay agreement, the family assistance may not be terminated; however, if the family defaults on the repay agreement and the owner can provide documentation of the default, the family assistance may terminate at that time.

A family who is evicted through court procedures for non-payment of rent or other serious or repeated violations of the lease may be terminated from the program. However, if the family who is evicted through court procedures receives an agreement through court procedures to repay the owner for rent or the court procedure is dismissed, the family assistance may not be terminated through KCDC. If the family defaults on the repay agreement through the courts and the owner provides documentation of the default within 30 days, the assistance may be terminated at that time. The family may be ineligible for KCDC assisted housing for three years from the date of termination. After three years, to establish eligibility for KCDC assisted housing, the family must demonstrate they have lived in the community without eviction for non-payment of rent or other serious or repeated violations of the lease.

Per HUD regulations, all housing terminations and debts owed will be added in the Debts Owed and Termination section of Enterprise Income Verification (EIV) system.

- O. If the family misses the scheduled inspection and fails to reschedule the inspection, KCDC will consider the family to have violated a family obligation and their assistance may be terminated. If the family calls to request an informal hearing to dispute the termination, one more chance may be given and the family may be obligated to sign a statement of understanding stating if they ever miss another appointment for inspection, they may lose their assistance. KCDC reserves the right to charge a missed appointment fee.
- P. If the family misses their scheduled recertification appointment and fails to reschedule the appointment, KCDC will consider the family to have violated a family obligation and their assistance may be terminated. If a second appointment is scheduled and the family misses the second appointment, the tenant must request an informal hearing. The hearing officer may allow the tenant to sign a statement of understanding that states if they miss another appointment, the assistance will terminate. Once a statement of understanding is signed, it will remain in effect for 24 months.

If the assistance is terminated due to the tenant not showing for their appointment and the family contacts KCDC to dispute the termination, one more chance may be given, if the family can provide proof of an acceptable reason she/he missed the appointment.

- Q. Misrepresentation: if, at any time, KCDC learns that a tenant made any misrepresentation to be eligible for assistance, the tenant's assistance may be terminated. A tenant's misrepresentation that results in a lower portion of tenant rent than should have been paid will result in the tenant being required to pay the difference between that amount and the amount that should have been paid. In justifiable cases, KCDC may take such action as it deems reasonable.

19.1 Victim of Domestic Violence, Economic Abuse, or Technological Abuse

In accordance with the Violence Against Women Act (VAWA), KCDC will not terminate a tenant's assistance who is a certified victim of an actual or threatened incident of domestic abuse as defined by the Act. Also, KCDC will not terminate a tenant's assistance who is a certified victim for criminal activity that is directly related to domestic abuse. KCDC may terminate a tenant's assistance who is a victim if there is an actual and immediate threat of harm to others or for other lease violations not based on domestic, economic, or technological abuse. KCDC may terminate assistance if, after the tenant removes the abuser from the lease, the tenant allows the abuser to move back in.

KCDC will give a tenant 14 business days after written request to certify victim status either by:

1. Completing and submitting to KCDC the HUD certification form 5382 (which is available at the Section 8 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 has sought assistance in addressing domestic, economic, and/or technological abuse 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.

Definitions as used in this Policy:

- A. Domestic Violence - The term 'domestic violence' includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who:
 1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
3. shares a child in common with the victim; or
4. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

B. Economic Abuse:

The term 'economic abuse', in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to—

1. restrict a person's access to money, assets, credit, or financial information;
2. unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or
3. exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

C. Technological Abuse:

The term 'technological abuse' means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

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:

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

D. Dating violence means violence committed by a person:

1. Who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. Where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a. The length of the relationship;
 - b. The type of relationship; and
 - c. The frequency of interaction between the persons involved in the relationship

E. Domestic violence includes:

1. felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.
2. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

F. Sexual assault means:

1. any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

E. Stalking means:

1. engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - a. Fear for the person's individual safety or the safety of others; or
 - b. Suffer substantial emotional distress.

KCDC maintains an Emergency Transfer Plan and an Emergency Transfer Request form for existing tenants. Additionally, KCDC actively refers victims of domestic violence to the Knoxville Family Justice Center which houses multiple agencies that provide coordinated services to victims of domestic, economic, or technological abuse.

Any current tenant who is a victim of domestic, economic, or technological abuse will be allowed the opportunity for an emergency relocation upon completing the Relocation Request Form HUD-5383. A domestic, economic, or technological abuse victim will have 60 days to use the voucher for relocation and may be permitted an extension of 60 additional days upon request.

C. Additional VAWA Protections:

1. Prohibition on Retaliation:

It is illegal for a public housing agency (PHA) or owner or manager of covered housing to discriminate against any person because that person has opposed any act or practice made unlawful by VAWA's housing provisions, or because that person testified, assisted, or participated in any related matter. It is illegal for a PHA or owner or manager of covered housing to coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA's housing provisions.

2. Right to Report Crime and Emergencies:

Landlords, homeowners, tenants, residents, occupants, and guests of, and applicants for, housing shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance. This also prohibits penalizing or threatening to penalize persons because they request assistance or report criminal activity of which they are a victim or otherwise not at fault under the laws or policies adopted or enforced by "covered governmental entities."

3. This provision further requires that covered governmental entities report on their laws or policies, or their subgrantees' laws or policies, that penalize protected persons based on requests for law enforcement or emergency assistance or based on criminal activity that occurred at a property.⁸ These entities must also certify compliance with these protections or explain how they will come into compliance or ensure compliance among subgrantees within 180 days of submitting the report to HUD.

KCDC maintains an Emergency Transfer Plan and an Emergency Transfer Request form for existing tenants. Additionally, KCDC actively refers victims of domestic violence to the Knoxville Family Justice Center which houses multiple agencies that provide coordinated services to victims of domestic, economic, or technological abuse.

Any current tenant who is a victim of domestic, economic, or technological abuse will be allowed the opportunity for an emergency relocation upon completing the Relocation Request Form HUD-5383. A domestic, economic, or technological abuse victim will have 60 days to use the voucher for relocation and may be permitted an extension of 60 additional days upon request.

20. Complaints, Informal Reviews For Applicants, Informal Hearings For Participants

20.1 Complaints

KCDC will investigate and respond to complaints by participant families, owners, and the public. KCDC may require that complaints be put in writing. Anonymous complaints are investigated to the extent possible.

If a family has an HQS or NSPIRE if applicable complaint, they must call the owner. For non-emergencies, the family should send the complaint in writing to the owner and KCDC.

20.2 Informal Review For Applicant

A. Informal Review for the Applicant:

KCDC will give an applicant for participation in the Section 8 Program prompt notice of a decision denying assistance to the applicant. The notice will contain a brief statement of the reasons for KCDC's decision. The notice will state that the

applicant may request an informal review with a KCDC hearing officer within ten (10) business days of the denial and will explain who to contact and how to obtain the informal review.

B. When an Informal Review is Not Required:

KCDC will not provide the applicant an opportunity for an informal review for any of the following reasons:

1. A determination of the family unit size under KCDC subsidy standards;
2. A determination not to approve an extension or suspension of a voucher term;
3. A determination not to grant approval to lease a unit under the program or to approve a proposed lease;
4. A determination that a unit selected by the applicant is not in compliance with HQS or NSPIRE if applicable;
5. A determination that the unit is not in compliance with HQS or NSPIRE if applicable because of family size or composition;
6. General policy issues or class grievances;
7. Discretionary administrative determinations by KCDC; or
8. If an applicant fails to show for their appointment for an informal review, they cannot reschedule after the missed appointment date. If they try to come in after the missed appointment date, they will not be seen and the denial of assistance will be upheld. Rescheduled appointments may be approved due to unforeseen circumstances only.

C. Informal Review Process:

KCDC will grant an applicant an opportunity for an informal review of KCDC decisions denying assistance to the applicant. The procedure is as follows:

1. The review will be conducted by any person or persons designated by KCDC other than the person who made or approved the decision under review or a subordinate of this person;
2. The applicant will be given an opportunity to present written or oral objections to KCDC's decision; and
3. KCDC will notify the applicant of KCDC's decision after the informal review within 14 calendar days. The notification will include a brief statement of the reasons for the final decision.

D. Informal Review Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status:

The applicant family may request that KCDC provide for an informal review after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. This request must be made by the applicant family within 30 days of receipt of the Notice of Denial or Termination of Assistance or within 30 days of receipt of the INS appeal decision.

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

E. Informal Review Procedures for Denial of Assistance on the Basis of Drug Activity:

In determining whether to provide assistance, KCDC will consider verifiable evidence of whether the household member(s):

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

F. KCDC may make an adverse housing decision based on the conduct underlying an arrest if the conduct indicates the individual is not suitable for tenancy and KCDC has sufficient evidence other than the fact of arrest that the individual engaged in the conduct. The conduct, not the arrest, is what is relevant for admission and tenancy decisions.

- G. In the cases described in paragraphs 16.2(C)(D)(E) and (F) of this Section, KCDC will notify the family that the family may ask for an explanation of the basis of KCDC's determination.

20.3 Informal Hearings For Participants

A. When a Hearing is Required:

1. KCDC will give a participant family an opportunity for an informal hearing to consider whether the following KCDC decisions relating to the individual circumstances of a participant family are according to the law, HUD regulations, and KCDC policies:
 - a. A determination of the family's annual or adjusted income and the use of such income to compute the housing assistance payment;
 - b. A determination of the appropriate utility allowance (if any) for tenant-paid utilities from KCDC's utility allowance schedule;
 - c. A determination of the family unit size under KCDC subsidy standards;
 - d. A determination that a Housing Choice Voucher Program family is residing in a unit with a larger number of bedrooms than appropriate for the family unit size under KCDC occupancy standards, or KCDC determination to deny the family's request for an exception from the standards;
 - e. A determination to terminate assistance for a participant family because of the family's action or failure to act;
 - f. A determination to terminate the rental assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under KCDC policy and HUD rules.
2. In cases described in paragraph 16/3(A) of this Section, KCDC will give the opportunity for an informal hearing before KCDC terminates housing assistance payments for the family..
3. If a tenant fails to show for their appointment for an informal hearing, they cannot reschedule after the missed appointment date. If they try to come in after the missed appointment date, they will not be seen and the termination will be upheld. A tenant may be rescheduled due to unforeseen circumstances only.

NOTE: KCDC reserves the right to conduct Informal Hearings for Participants telephonically, via video-conferencing, web cast or through other virtual platforms absent a request by a party for an in-person hearing. KCDC will ensure that electronic information stored or transmitted is secure and meets the requirements for accessibility for persons with disabilities and persons with LEP. KCDC will follow guidance outlined in PIH notice 2020-32.

B. When a Hearing is Not Required:

KCDC will not provide a participant family an opportunity for an informal hearing for any of the following reasons:

1. Discretionary administrative determinations by KCDC;
2. General policy issues or class grievances;
3. Establishment of KCDC's schedule of utility allowances for families in the program;
4. A determination not to approve an extension or suspension of a voucher term;
5. A determination not to approve a unit or lease;
6. A determination that an assisted unit is not in compliance with HQS or NSPIRE if applicable. (However, KCDC may provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS or NSPIRE if applicable caused by the family);
7. A determination that the unit is not in compliance with HQS or NSPIRE if applicable because of the family size;
8. A determination by KCDC to exercise or not exercise any right or remedy against the owner under a HAP contract;
9. An existing tenant has signed a statement of understanding for missed appointments or missed inspections.

C. Notice to the Family:

1. In the cases described in paragraph 16/3(A) of this Section, KCDC will give the family prompt written notice that the family may request a hearing within ten (10) business days of the notification. The notice will:

- a. Contain a brief statement of the reasons for the decision; and
- b. State if the family does not agree with the decision, the family may request an informal hearing on the decision within ten (10) business days of the notification. The letter will instruct the tenant how to ask for a hearing and who to contact

20.4 Informal Hearing/Review Procedures

KCDC, applicants and participants will adhere to the following procedures:

A. Discovery:

1. The family will be given the opportunity to examine before the review/hearing any KCDC documents that are directly relevant to the review/hearing. The family will be allowed to copy any such document at the family's expense. If KCDC does not make the document(s) available for examination on request of the family, KCDC may not rely on the document at the review/hearing.
2. KCDC will be given the opportunity to examine, at KCDC's offices before the review/hearing, any family documents that are directly relevant to the review/hearing. KCDC will be allowed to copy any such document at KCDC's expense. If the family does not make the document(s) available for examination on request of KCDC, the family may not rely on the document(s) at the review/hearing.

Note: The term document includes records and regulations.

3. If review/hearing had previously been decided through another review/hearing officer for the same violation, the tenant is not required to have another review/hearing.

B. Representation of the Family:

At its own expense, a lawyer or other representative may represent the family. Applicant/Tenant must provide a list of any representative or witness they will have at the review/hearing.

C. Review/Hearing Officer:

1. The review/hearing will be conducted by any person or persons designated by KCDC, other than a person who made or approved the decision under review or a subordinate of this person.
2. The person who conducts the review/ hearing will regulate the conduct of the review/hearing according to KCDC hearing procedures.

D. Evidence:

KCDC and the family must have the opportunity to present evidence and may question any witnesses. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

When reviewing evidence, KCDC will take into consideration how many arrests in a certain period of time, if convicted, how long ago, the preponderance of evidence meaning evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows the fact sought to be proved is more probable than not and credible evidence which would be provided by the police or court system such as drug raids, drugs found in dwelling units, evidence which is tied to the activity, arrest warrant issued, etc.

E. Issuance of Decision:

The person who conducts the review/hearing must issue a written decision within 14 calendar days from the date of the review/hearing, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family shall be based on a preponderance of the evidence presented at the review/hearing.

F. Effect of the Decision:

KCDC is not bound by a review/hearing decision:

1. Concerning a matter for which KCDC is not required to provide an opportunity for an informal review/hearing under this Section or that otherwise exceeds the authority of the person conducting the review or hearing under KCDC review/hearing procedures;
2. Contrary to HUD regulations or requirements or otherwise contrary to federal, state, or local law; or

3. If KCDC determines that it is not bound by a review/hearing decision, KCDC will notify the family within 14 calendar days of the determination and of the reasons for the determination.

G. Considering Circumstances in informal hearing:

In deciding whether to terminate assistance because of action or inaction by members of the family, KCDC may consider all circumstances in each case, including the seriousness of the case, the extent of participation or culpability of individual family members, and the effects of denial or termination of assistance on other family member who were not involved in the action or failure. KCDC will also consider the effect on the community of the termination, or of KCDC's failure to terminate assistance, the effect of KCDC's decision on the integrity of the Section 8 program, the demand for housing by eligible families who will adhere to tenant responsibilities, the extent to which the tenant has shown personal responsibility and whether they have taken all reasonable steps to prevent or mitigate the offending action and the length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future.

KCDC may impose, as a condition of continued assistance for other family members, a requirement that family members who participated in or were culpable for the action or failure will not reside in the unit. KCDC may permit the other members of a participant family to continue receiving assistance.

If KCDC seeks to terminate assistance because of illegal use, or possession for personal use, of a controlled substance, or pattern of abuse of alcohol, such use or possession or pattern of abuse must have occurred within one year before the date that KCDC provides notice to the family of KCDC's decision to deny or terminate assistance. If violation was older than one year, assistance may not be terminated but will be addressed on a case by case basis. In determining whether to terminate assistance for these reasons KCDC will consider evidence of whether the household member:

1. Has successfully completed a supervised drug or alcohol rehabilitation program (as applicable) and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol;
2. Has otherwise been rehabilitated successfully and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol; or
3. Is participating in a supervised drug or alcohol rehabilitation program and is no longer engaging in the illegal use of a controlled substance or abuse of alcohol.

H. Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family 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. This request must be made by the participant family within 30 days of receipt of the Notice of Denial or Termination of Assistance or within 30 days of receipt of the INS appeal decision.

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

21. Termination Of The Lease And Contract

The term of the lease and the term of the HAP contract are the same. They begin on the same date, and they end on the same date. The lease may be terminated by the owner, the tenant, or by the mutual agreement for extenuating circumstances. The owner may only terminate the contract by terminating the lease. The HAP contract may be terminated by KCDC. Under some circumstances the contract automatically terminates.

KCDC may terminate the HAP contract if it is determined there is insufficient funding. KCDC may terminate a HAP contract with a 30-day notice to the landlord and tenant after the date it is determined there is insufficient funding to continue the HAP contract. KCDC will terminate the tenants who have been on the program the shortest period of time, first. Homeownership participants, HUD VASH and Project Based Voucher participants will be the last terminated. KCDC will add the families being terminated back to the top of the waiting list starting with the Homeownership participants, Project Based Voucher participants, VASH participants, and the families terminated who had been on the program the shortest period of time will follow them on the waiting list. Once funding resumes, the families will be offered a voucher based on the above status of the waiting list. KCDC will not terminate any vouchers until it has exhausted all other funding shortfall measures to avoid terminations.

A. Termination of the Lease

1. By the family:
 - a. The family may terminate the lease without cause upon proper notice to the owner and to KCDC after the initial lease term. The length of the notice that is required is stated in the lease (generally 30 days).

- b. When KCDC receives a 30-day notice, if the notice was received on the first day of the month the notice will end the last day of that month. If the notice is signed after the first day of the month the notice will end the last day of the next month.
2. By the owner:
- a. The owner may terminate the lease during its term on the following grounds:
 - i. Serious or repeated violations of the terms or conditions of the lease;
 - ii. Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and its premises;
 - iii. Criminal activity by the household, a guest, or another person under the control of the household that threatens the health, safety, or right to peaceful enjoyment of the premises by other persons residing in the immediate vicinity of the premises; For a three day eviction/termination of the lease, the landlord must provide a police report to go with the three day eviction/termination of the lease.
 - iv. Any drug-related or violent criminal activity on or near the premises;
 - v. Other good cause. Other good cause may include, but is not limited to:
 - 1.) Failure by the family to accept the offer of a new lease;
 - 2.) Family history of disturbances of neighbors or destruction of property; living or housekeeping habits resulting in damage to the property or unit;
 - 3.) The owner's desire to utilize the unit for personal or family use or for a purpose other than use as a residential rental unit;
 - 4.) A business or economic reason, such as sale of the property (after the initial lease term), or extensive renovation of the unit.
 - b. During the initial first year of the lease, the owner may not terminate tenancy except for other good cause as stated previously, unless the tenant has violated the lease;
 - c. The owner may only evict the tenant by instituting court action after or simultaneously providing written notice to the participant specifying the grounds for termination. The owner must give KCDC a copy of any vacate notice to the tenant at the same time the owner gives the notice to the tenant.
 - d. The owner may terminate the contract at the end of the initial lease term or any extension of the lease term without cause by providing notice to the family that the lease term will not be renewed.
 - e. An owner /manager may bifurcate a lease in order to evict any individual who is a tenant or lawful occupant of the unit who engages in criminal activities directly related to domestic violence, dating violence, sexual assault or stalking against an affiliated individual or other individual. The VAWA law mandates that if such bifurcation occurs, and the removed tenant or lawful occupant was the sole tenant eligible to receive Section 8 assistance, KCDC, the owner, manager shall provide any remaining tenant the opportunity to establish eligibility for the Section 8 program. If the remaining tenant cannot establish eligibility, KCDC, the owner or manager is required to provide a tenant reasonable time (usually 30 days) to find new housing or to establish eligibility under other housing.
3. By Mutual Agreement:
- The family and the owner may at any time mutually agree to terminate for extraordinary circumstances. The extraordinary circumstances must be approved by a supervisor.

B. Termination of the Contract:

- 1. Automatic termination of the contract:
 - a. If KCDC terminates assistance to the family, the contract terminates automatically;
 - b. If the family moves out of the unit, the contract terminates automatically;
 - c. If 180 calendar days after the last housing assistance payment to the owner has passed; and
 - d. HAP terminates the month the tenant becomes deceased.
- 2. Termination of the contract by owner:

The owner may only terminate tenancy according to the lease and state and local law.
- 3. Termination of the HAP contract by KCDC:

KCDC may terminate the HAP contract because:

- a. The unit does not meet HQS space standards because of an increase in family size or change in family composition;
- b. The unit is larger than appropriate for the family size or composition under the regular Housing Choice Voucher Program;
- c. When the family breaks up and KCDC determines that the family members who remain in the unit are not eligible to receive the assistance; or
- d. The owner has breached the contract in any of the following ways:
 - i. If the owner has violated any obligation under the HAP contract for the dwelling unit, including the owner's obligation to maintain the unit according to HQS or NSPIRE if applicable.
 - ii. If the owner has violated any obligation under any other housing assistance payments contract under Section 8 of the 1937 Act;
 - iii. If the owner has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;
 - iv. For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement;
 - v. If the owner has engaged in drug-related criminal activity, drug trafficking, or any violent criminal activity. This includes conviction of manufacturing or producing methamphetamine (speed).
 - vi. If the owner is registered under a sex offender registration program.
 - vii. Failure of an owner to report a deceased tenant is a breach of the HAP contract; or
 - viii. If KCDC finds at an initial lease or recontract of a unit that the owner is more than one year in arrears on his/her state or local property taxes.
- e. KCDC may terminate the HAP contract if it is determined there is insufficient funding. Insufficient funding means KCDC would be unable to avoid terminations of housing choice voucher assistance for current participants during the calendar year due to insufficient budgetary allocations (including any available HAP reserves) for housing assistance payments.

KCDC may terminate the HAP contract if it is determined there is insufficient funding. KCDC may terminate a HAP contract with a 30-day notice to the landlord and tenant after the date it is determined there is insufficient funding to continue the HAP contract. KCDC will terminate the tenants who have been on the program the shortest period of time, first. Homeownership participants, HUD VASH and project based voucher participants will be the last terminated. KCDC will add the families being terminated back to the top of the waiting list starting with the Homeownership participants, the VASH participants and the project based voucher participants. The families terminated who had been on the program the shortest period of time will follow them on the waiting list. Once funding resumes, the families will be offered a voucher based on the above status of the waiting list. KCDC will not terminate any vouchers until it has exhausted all other funding shortfall measures to avoid terminations.

4. Final HAP payment to owner:

The HAP payment stops when the lease terminates. The owner may keep the payment for the month in which the family moves out. If the owner has begun eviction proceedings and the family continues to occupy the unit, KCDC will continue to make payments until the owner obtains a judgment or the family moves out. The owner must file a detainer warrant within five (5) days of the move-out date stated in the eviction notice.

If a tenant gives an owner a 30 day notice and does not move out, the owner may file a detainer warrant to remove the tenant from the property. If the owner does the proper court procedure and KCDC is required to pay the owner, KCDC will charge the days the tenant remained in the unit back to the tenant. If tenant does not pay KCDC, the tenant will be terminated from the rental assistance program.

5. Abandonment:

If a landlord discovers a unit is abandoned, the landlord cannot enter the unit for 30 days, therefore, KCDC will pay the Housing Assistance Payment through the thirty (30) day abandonment period.

22. Moderate Rehabilitation Program:

The Moderate Rehabilitation program was designed in 1978 to provide rental assistance for low income families. It was designed to be an expansion of the rental certificate program. The program was initially amended to permit moderate levels of rehabilitation to upgrade and preserve the nation's housing stock. It was repealed in 1991 and no new projects are authorized for development. Assistance is currently limited to properties previously rehabilitated pursuant to a Housing Assistance Payments (HAP) Contract between the owner and KCDC.

All requirements indicated previously in this administrative plan for the Housing Choice Voucher program also applies to the Section 8 Moderate Rehabilitation Program.

In addition to the inspection requirements as stated previously in this plan, KCDC will conduct a move out inspection if the owner intends to file a claim for special payment identified in the contract. Annual inspections will be conducted as stated previously in this administration plan.

Applications for the Moderate Rehabilitation Program will be accepted Monday-Friday between the hours of 8:00-2:00 at 400 Harriet Tubman Street, Knoxville, TN 37915.

22.1 Claims For Unpaid Rent and Damages:

Claims for such payment, if allowable under the Housing Assistance Payment (HAP) Contract, must be submitted by the owner to KCDC on the form entitled Claim for Payment within a time frame specified by KCDC. All such claims shall be reviewed and documented to confirm their accuracy in accordance with documentation procedures set forth below:

- A. Within five (5) days of the tenant vacating the unit, the owner must contact KCDC to request a move out inspection. It is recommended the owner inform the tenant of the move out inspection so the tenant can be present for the inspection.
- B. All claims for vacancy loss and damages must be requested by the property owner. Once requested, KCDC will process the claim for payment form and send to the property owner.
- C. All claims for damages must be accompanied by original, dated receipts for each item listed for payment. In lieu of returning receipts, the owner may sign the claim for payment form and accept KCDC base pricing for listed items.
- D. The owner must comply with the Tennessee Uniform Residential Landlord and Tenant Act, which states the property owner must within thirty (30) days from the date of move out, furnish the tenant a written statement showing the specific reason for withholding the rental deposit or any portion thereof.
- E. The owner must make a reasonable attempt to collect any claim from the tenant, before submitting the claim to KCDC for payment.
- F. The amount allowed for the claim will be determined by the following factors:
 - 1. Condition of the unit at the time of the move in inspection;
 - 2. Length of tenancy;
 - 3. Normal wear and tear;
 - 4. Personal items, furniture, drapes and appliances are not reimbursable under this policy.
- G. Under the Moderate Rehabilitation Program, if allowable under the Housing Assistance Payment contract, a vacancy loss claim may be permitted. A vacancy loss claim must have supporting documentation verifying that the property owner made a good faith attempt to re-rent the unit. (copies of newspaper advertisements, listing with KCDC, contacting KCDC for offer letters to be sent). If tenant in non-compliance with the lease, any claim paid by KCDC will need to be repaid by the tenant family in order for tenant to apply for future participation in any Federally assisted housing programs. A statement showing the amounts charged will be sent to the tenant at the last known addressed. If the tenant disputes the claim, they will have ten (10) days from the date of the statement to request a hearing to dispute the validity of the claim. KCDC will honor judgments through the courts up to the maximum liability under the HAP contract.

23. Choice-Mobility Rights

Under RAD PBRA residents have the right to move with tenant-based assistance after the later of 24 months from date of execution of the RAD PBRA HAP Contract or 24 months after the move-in date.

HUD allows PHAs to limit the number of Choice-Mobility moves under the PBRA program in two ways:

- 1. KCDC will not provide no more than one-third of its turnover vouchers to residents of RAD properties in any one year; and
- 2. KCDC will limit Choice-Mobility moves to no more than 15 percent of assisted units in each RAD property.

24. Operating Reserve Expenditures

Expenditures from the Operating Reserve Account for purposes other than Section 8 Housing Choice Voucher Program operation will require specific Board approval for individual expenditures exceeding \$84,000.

25. Operating Expenditures

KCDC's policy on access to public records is available online and include rules for inspection and duplication of records. The Schedule of Reasonable Charges (including production and labor charges) and the Frequent and Multiple Requests for Copies Policy promulgated by the Tennessee Comptroller of the Treasury, Office of Open Records Counsel, have been adopted by KCDC.

26. Non-sufficient Fund Charge

KCDC reserves the right to charge for any payment returned for non-sufficient funds. This will be considered non-payment for retro- rent or other charges, and a \$25 fee will be charged.

27. KCDC-Owned Housing

Units owned by KCDC and not receiving subsidy under any other program are eligible housing units for Housing Choice Voucher holders. To comply with federal regulation, KCDC will make available through the briefing process both orally and in writing the availability of KCDC-owned units (notification will also include other properties owned/managed by the private sector available to Housing Choice Voucher holders).

28. Employee Code Of Conduct

All employees of KCDC must abide by the KCDC employee Code of Conduct that is a supporting document to KCDC's Public Housing Agency Plan and is available in each KCDC location. The code of conduct is also available on the KCDC intranet and in each supervisor's office for each employee to view.

29. Document Authority

Requirements and procedures set forth in this document are applicable to the Section 8 Tenant-Based Voucher program, the Project Based Voucher program and the Moderate Rehabilitation Program administered by KCDC as specified herein. All the terms and conditions of this document shall be governed by the United States Housing Act of 1937, as amended; the Department of Housing and Urban Development's (HUD) Section 8 Regulations (Code of Federal Regulation 24); the Tennessee Uniform Residential Landlord and Tenant Act, where applicable, as well as all applicable federal, state, and local laws. This document is automatically superseded by any applicable change in these laws and will be revised periodically to reflect such changes.

KCDC may use any and all streamlining and expedited processes as allowed by HUD.

GLOSSARY

1937 Housing Act: The United States Housing Act of 1937 [42 U.S.C. 1437 et seq.]

Absorption: In portability, the point at which a receiving housing agency stops billing the initial housing agency for assistance on behalf of a porting family.

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based.

Administrative Fee: Fee paid by HUD to KCDC for administration of the program.

Administrative Plan: The plan that describes housing agency policies for the administration of the tenant-based programs.

Admission: The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the first HAP Contract for a family (first day of initial lease term).

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head. An adult must have the legal capacity to enter a lease under state and local law.

Affiliated Individual with respect to an individual means:

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

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

Amortization Payment: In a manufactured home space rental or the Section 8 Home Ownership Program: The monthly debt service payment by the family to amortize the purchase price of the home.

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

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

1. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member, or
2. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
3. Are not specifically excluded from Annual Income
4. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access

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

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

Assets: See net family assets

Asset Income: income received from assets held by household members. If assets total more than \$5,000, income from the assets is “imputed” and the greater of actual asset income and imputed asset income is counted in annual income.

Assisted lease (lease): A written agreement between an owner and a family to lease a dwelling unit to the family. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP contract between the owner and KCDC.

Certificate: A document issued by a housing agency to a family selected for admission to the Certificate Program. The certificate describes the program and the procedures for housing agency approval of a unit selected by the family. The certificate also states the obligations of the family under the program. The Certificate Program ended August 12, 1999.

Certification: The examination of a household’s income, expenses, and family composition to determine the household’s eligibility for program participation and to calculate the household’s rent for the following 12 months.

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

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

Citizen: A citizen or national of the United States.

Choice Mobility: Executed RAD/PBRA contracts allow residents to move with tenant-based assistance after the later of 24 months from the execution of the HAP contract or 24 months after the move-in date.

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits.

Contiguous MSA: In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing agency is located.

Continuously Assisted: An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Housing Choice Voucher Program.

Cooperative: Housing owned by a non-profit corporation or association, and where a member of the corporation or association has the right to reside in a particular apartment, and to participate in management of the housing.

Debts Owed to PHA’s and Termination Report: National Repository of families that owe debt to any PHA nationwide; and/or left a PHA program under negative circumstances.

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

Department: The Department of Housing and Urban Development.

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

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

Disabled Family: A family whose head, co-head, or spouse is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Disabled Person: See “person with disabilities”.

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

Displaced Person: A person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

Drug Related Criminal Activity: Illegal use or personal use of a controlled substance, and the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance.

Drug Trafficking: The illegal manufacture, sale, or distribution of a controlled substance; or the possession with intent to manufacture, sell, or distribute a controlled substance.

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

Elderly Family: A family whose head, co-head, spouse, or sole member is a person who is at least 62 years of age; or 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.

Elderly Person: A person who is at least 62 years of age.

Enterprise Income Verification (EIV) System: A HUD-provided Internet-based wage and benefit tool that allows KCDC to validate the accuracy of tenant-reported income from an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals and a benefit tool that matches Social Security (SS) and Supplemental Security Income (SSI) to comparable tenant data from PIC and TRACS databases.

Employee Code of Conduct: Ethical and other conduct standards and responsibilities KCDC employees are to abide by to assure the proper performance of KCDC business and maintenance of confidence by the public in KCDC.

Evidence of Citizenship or Eligible Status: The documents that must be submitted to evidence citizenship or eligible immigration status.

Exception Rent: An amount that exceeds the published fair market rent.

Extremely Low-Income Families: Family whose income is between 0 and 30 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 30 percent of the median for the area on the basis of HUD’s findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. HUD has set the one-person 30% of median income limit at least as high as the state SSI benefit level.

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

Fair Market Rent (FMR): The rent, including the cost of utilities (except telephone and cable), as established by HUD for units of varying sizes (by number of bedrooms), that must be paid in the housing market area to rent privately owned, existing, decent, safe, and sanitary rental housing of modest (non-luxury) nature with suitable amenities. FMRs are published periodically in the Federal Register.

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

1. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall be considered in determining family composition and family size);
2. An elderly family;
3. A near-elderly family;
4. A disabled family;
5. A displaced family;
6. A remaining member of a tenant family providing the meet all other criteria; and
7. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Family Members: Includes all household members except live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though may be temporarily absent. All family members are listed on the HUD-50058 form.

Family Self-Sufficiency Program (FSS Program): The program established by a housing agency to promote self-sufficiency of assisted families, including the coordination of supportive services (42 U.S.C. 1437u).

Family Rent to Owner: The portion of rent to owner paid by the family.

Family Share: The portion of rent and utilities paid by the family.

Family Unit Size: The appropriate number of bedrooms for a family is determined by KCDC under KCDC's subsidy standards.

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in Section 8 to record information used in the certification and recertification process, and, at the option of KCDC, for interim reexaminations.

FMR/Exception Rent Limit: The Section 8 existing housing fair market rent published by HUD headquarters, or any exception rent. For a tenancy in the Housing Choice Voucher Program, KCDC may adopt a payment standard up to the FMR/Exception Rent Limit.

Full-Time Student: A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gross Rent: The sum of the rent to the owner plus utilities.

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

HOTMA: The Housing Opportunity Through Modernization Act of 2016 (HOTMA) (Public Law 114–201) was enacted on July 29, 2016. Title I of HOTMA contains 14 sections that affect the public housing and Section 8 rental assistance programs.

Household Members: Includes all individuals who reside or will reside in the unit and who are listed on the lease, including live-in aides, foster children and foster adults.

Housing Assistance Payment (HAP): The monthly assistance by a housing agency, which includes (1) a payment to the owner for rent under the family's lease, and (2) an additional payment to the family if the total assistance payment exceeds the rent to owner.

Housing Quality Standards (HQS): The HUD minimum quality standards for housing assisted under the Section 8 Housing Choice Voucher Program.

Housing Voucher: A document issued by a housing agency to a family selected for admission to the Voucher Program. This document describes the program and the procedures for housing agency approval of a unit selected by the family. The voucher also states the obligation of the family under the program.

Housing Voucher Holder: A family that has an unexpired housing voucher.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

Income Category: Designates a family's income range. There are three categories: low income, very low income and extremely low-income.

Incremental Income: The increased portion of income between the total amount of welfare and earnings of a family member prior to enrollment in a training program and welfare and earnings of the family member after enrollment in the training program. All other amounts, increases and decreases, are treated in the usual manner in determining annual income.

Initial Housing Agency: In portability, both: (1) a housing agency that originally selected a family that later decides to move out of the jurisdiction of the selecting housing agency; and (2) a housing agency that absorbed a family that later decides to move out of the jurisdiction of the absorbing housing agency.

Initial Payment Standard: The payment standard at the beginning of the HAP contract term.

Initial Rent to Owner: The rent to owner at the beginning of the initial lease term.

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

Jurisdiction: The area in which KCDC has authority under state and local law to administer the program.

Lease: A written agreement between an owner and tenant for leasing a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a HAP Contract between owner and KCDC.

Legal Capacity: The participant is bound by the terms of the lease and may enforce the terms of the lease against the owner.

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

1. Is determined to be essential to the care and well-being of the persons;
2. Is not obligated for the support of the person; and
3. Would not be living in the unit except to provide the necessary supportive services.

A live-in aide is not entitled to the HCV as the remaining member of the tenant family.

After submitting a completed Reasonable Accommodation Request, staff will verify information with a medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability, screen and add the live-in aide to the lease, and will disallow the income of the live-in aide if the medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability determines a live-in aide is needed full time.

If the medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability determines the tenant needs a part-time live-in aide, 982.420 (7) implies live in aides must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards established by the PHA.

When a reasonable accommodation request is granted for a live in aide or for an extra bedroom for medical equipment, the independent contract inspection company will validate at each inspection if the additional bedroom is still being used for the approved accommodation.

Low-income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937 Act]

Manufactured Home: A manufactured structure that is built on a permanent chassis, is designed for use as a principal place of residence, and meets the HQS.

Manufactured Home Space: In manufactured home space rental: A space leased by an owner to a family. A manufactured home owned and occupied by the family is located on the space.

Medical Expenses: Medical expenses, including medical insurance premiums and, when applicable, discounts received under a Medicare-approved discount drug card, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

Moderate Rehabilitation Program: The Moderate Rehabilitation program was designed in 1978 to provide rental assistance for low income families. It was designed to be an expansion of the rental certificate program. The program was initially amended to permit moderate levels of rehabilitation to upgrade and preserve the nation's housing stock. It was repealed in 1991 and no new projects are authorized for development. Assistance is currently limited to properties previously rehabilitated pursuant to a Housing Assistance Payments (HAP) Contract between the owner and KCDC.

Monthly Adjusted Income: One twelfth of adjusted income (see definition for adjusted income).

Monthly Income: One twelfth of annual income.

Moving to Work: The Moving to Work (MTW) demonstration permits participating state and local housing agencies to obtain broad waivers of federal rules governing the public housing and Housing Choice Voucher programs so they can test alternative policies related to work and other areas.

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

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

Net Family Assets:

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

be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen: A person who is neither a citizen nor national of the United States.

Notice of Funding Availability (NOFA): For budget authority that HUD distributes by competitive process, the Federal Register document that invites applications for funding. This document explains how to apply for assistance and the criteria for awarding the funding.

NSPIRE: NSPIRE inspections are conducted mainly by contract inspectors and public housing agencies every one to three years, depending on a property's previous inspection score. NSPIRE inspections focus on deficiencies deemed to be the most important indicators of housing quality.

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

Owner: Any person or entity, including a cooperative, having the legal right to lease or sublease existing housing.

Participant (participant family): A family that has been admitted to KCDC's program and is currently assisted in the program. The family becomes a participant on the effective date of the first HAP contract executed by KCDC for the family (first day of initial lease).

Payment Standard: in a voucher tenancy, the maximum monthly assistance payment for a family (before deducting the total tenant payment by family contribution). For a voucher tenancy, KCDC sets a payment standard in the range from 90% to 110% of the current FMR.

Person with Disabilities: A person who:

1. Has a disability as defined in Section 223 of the Social Security Act,
Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.
2. Is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment that:
 - a. is expected to be of long, continued, and indefinite duration,
 - b. substantially impedes his or her ability to live independently, and
 - c. is of such a nature that such ability could be improved by more suitable housing conditions, or
3. Has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act.
Severe chronic disability that:
 - a. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - b. Is manifested before the person attains age 22;
 - c. Is likely to continue indefinitely;
 - d. Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, and (7) economic self-sufficiency; and
 - e. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.
4. An individual who has a 51% or higher disability with a VA pension qualifies as a disabled person.

Portability: Renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial housing agency.

Premises: The building or complex in which the dwelling unit is located, including common areas and grounds.

Preservation: This program encourages owners of eligible multifamily housing projects to preserve low-income housing affordability and availability while reducing the long-term cost of providing rental assistance. The program offers several approaches to restructuring the debt of properties developed with project-based Section 8 assistance whose HAP contracts are about to expire.

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

Public Housing Agency: A state, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing.

Reasonable Rent: A rent to owner that is not more than charged: (a) for comparable units in the private unassisted market; and (b) for a comparable unassisted unit in the premises.

Receiving Housing Agency: In portability, a housing agency that receives a family selected for participation in the tenant-based program of another housing agency. The receiving housing agency issues a voucher and provides program assistance to the family.

Recertification: A reexamination of a household's income, expenses, and family composition to determine the household's rent for the following 12 months.

Rent to Owner: The monthly rent payable to the owner under the lease. Rent to owner covers payment for any housing services, maintenance, and utilities that the owner is required to provide and pay for.

SAFMR: Small Area Fair Market Rents. SAFMR's may be adopted as exception payment standards for specified zip code areas in Knoxville/Knox County if deemed beneficial for the success of KCDC participants locating affordable housing.

Set-up Charges: In a manufactured home space rental, charges payable by the family for assembly, skirting, and anchoring the manufactured home.

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

Special Admission: Admission of an applicant that is not on KCDC's waiting list, or admission without considering the applicant's waiting list position.

Special Housing Types: Special housing types include: SRO housing, congregate housing, group homes, shared housing, cooperative (including mutual housing) home ownership option (if applicable), and manufactured homes (including manufactured home space rentals).

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

Subsidy Standards: Standards established by a housing agency to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension: Stopping the clock on the term of a family's voucher, for such period as determined by KCDC, from the time when the family submits a request for housing agency approval to lease a unit, until the time when KCDC approves or denies the request (also referred to as tolling).

Tenant: The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

THDA: Tennessee Housing Development Agency

Third-party (verification): Oral or written confirmation of a household's income, expenses, or household composition provided by a source outside the household, such as an employer, doctor, school official, etc.

Tolling: see suspension.

Total Tenant Payment (TTP):

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of:
 - a. 30% of the family's monthly adjusted income;
 - b. 10% of the family's monthly income;
 - c. Minimum rent; or
 - d. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted according to the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments that is so designated.
2. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under Section 3(a)(1) shall be the amount resulting from one application of the percentage.

Upfront Income Verification: KCDC will use HUD's Upfront Income Verification (UIV) tools, to the extent that tools/systems are available to KCDC, to verify income information before or during a family's reexamination of household income. UIV tools to be used include, but are not limited to the following:

Enterprise Income Verification (EIV) System – A HUD provided Internet-based wage and benefit tool that allows KCDC to validate the accuracy of tenant-reported income from an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals and a benefit tool that matches Social Security (SS) to comparable tenant data from PIC and TRACS databases.

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

Utility Hook-up Charge: In a manufactured home space rental, costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical, and sewer lines.

Utility Reimbursement: In the voucher program, the portion of the housing assistance payment that exceeds the amount of the rent to owner. It is only paid when the housing assistance payment exceeds the rent to owner.

VASH: (Veteran Affairs Supportive Housing) Vouchers

VAWA: Violence Against Women Act

Verification:

1. The process of obtaining statements from individuals who can attest to the accuracy of the amounts of income, expenses, or household member status (e.g., employers, public assistance agency staff, doctors).
2. The three types of verification are
 - a. Third-party verification, either written or oral, obtained from employers, public assistance agencies, schools, etc.;
 - b. Documentation, such as a copy of a birth certificate or bank statement;
 - c. Family certification of declaration (only used when third-party or documentation verification is not available).

Very Low-income Families: Low-income families whose incomes do not exceed 50% of the median family income for the area, as determined by the Secretary with adjustments for smaller and larger families. [1937 Act]

Violent Criminal Activity: Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened physical force against the person or property of another.

Voucher (rental voucher): A document issued by a housing agency to a family selected for admission to the Housing Choice Voucher Program. This document describes the program and a procedure for housing agency approval of a unit selected by the family and states the obligations of the family under the program.

Voucher Holder: A family holding a voucher with designated search time.

Waiting List Admission: An admission to KCDC's waiting list.

Welfare Assistance: Welfare or other payments to families or individuals based on needs, which are made under programs funded by federal, state, or local governments.

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

Welfare-to-Work (WTW) Families: Families assisted with voucher funding awarded under the HUD welfare-to-work voucher program.

APPENDIX

TYPES OF VERIFICATION

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third-party verification, KCDC will send a request form signed by the applicant/participant via first class mail.

VERIFICATION REQUIREMENTS FOR INDIVIDUAL ITEMS		
Item to be Verified	Third-Party Verification	Hand-Carried Verification
General Eligibility Items		
Social Security Number	Letter from Social Security Administration, electronic reports	Original Social Security card
Citizenship	Self-Declaration form signed	Signed certification, voter's registration card, birth certificate, etc.
Eligibility immigration status	INS SAVE confirmation number	INS card
Disability	Letter from medical professional, SSI, etc.	Proof of SSI or Social Security disability payments
Part-time/Full-time student status (if over 18)	Letter from school	High School or College documentation evidencing enrollment
Need for a live-in aide	Letter from doctor or other medical professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, caregivers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		
Savings, checking accounts	Letter from institution or self certification	Passbook, most current statements
Certificates of Deposit (CD), bonds, etc.	Letter from institution	Tax return, information brochure from institution, the CD, the bond
VERIFICATION REQUIREMENTS FOR INDIVIDUAL ITEMS		
Item to be Verified	Third-Party Verification	Hand-Carried Verification
Stocks	Letter from broker or holding company	Stock or most current statement,
Real property	Letter from tax office, assessment, etc.	Property tax statement assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc.	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	Self-certification form	Original receipt and receipt at disposition, other evidence of worth

Income		
Earned income	Employer Report/electronic reports	Multiple pay stubs when tenant disagrees with UIV
Self-employed	Self certification calendar	Tax return from prior year, books of accounts
Regular gifts and contributions	Notarized statement from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, notarized statement from source, letter from Child Support Office/ Human Services office, electronic report	Child support record of deposits , divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports (computer matching) from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating whether: <ul style="list-style-type: none"> • Enrolled • Training is HUD approved • State or local program • It is employment training • Payments are for out- of-pocket expenses incurred to participate in a program 	N/A

Knoxville's Community Development Corporation

Smoke-free Housing Policy

Effective: July 31, 2018

1. Department of Housing and Urban Development Rule.

On November 29, 2016, the Department of Housing and Urban Development (HUD) adopted [Rule RIN 2577-AC97](#), effective February 3, 2017, which requires every Public Housing Agency (PHA) administering public housing to implement a smoke-free policy. Specifically, no later than 18 months from the effective date of the rule, each PHA must implement a "smoke-free" policy banning the use of "prohibited tobacco products" in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The smoke-free policy must also extend to all outdoor areas up to 25 feet from the public housing and administrative office buildings.

Under the Rule, a PHA's smoke-free policy must, at a minimum, ban the use of all prohibited tobacco products, which are defined as (1) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes, and (2) to the extent not covered by (1), waterpipes (hookahs).

Pursuant to the Rule, PHAs may, but are not required to, further restrict smoking to outdoor dedicated smoking areas outside the restricted areas, create additional restricted areas in which smoking is prohibited (e.g., near a playground), or, alternatively, make their entire grounds smoke-free.

2. Purpose of Policy.

This smoke-free policy is intended to benefit the Housing Authority and all of its residents, visitors, and staff by mitigating (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

3. Definitions.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. "Smoking" also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.



“Electronic Smoking Device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

4. All Buildings To Be Smoke-free.

All buildings and administrative offices shall be smoke-free. Smoking is prohibited in all living units, including any associated balconies, decks, or patios, and in the common areas of the buildings, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators.

5. Smoking on Grounds of Buildings.

Smoking is prohibited on the grounds adjoining buildings, except in designated smoking areas located at least 25 feet from such buildings. Smoking is also prohibited within 25 feet of playgrounds.

6. Applicability of Policy.

This Policy is applicable to all residents, employees, visitors, contractors, volunteers, and vendors.

7. Responsibilities of Tenants.

Tenants and household members shall be responsible to enforce this Policy as to their guests, invitees, and visitors to their residential units. Further, a Tenant shall promptly give management a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment unit from sources outside the Tenant's unit.

8. Housing Authority to Promote Smoke-free Policy.

Management shall post no-smoking signs at entrances and exits, common areas, and in conspicuous places on the grounds of all residential and administrative office buildings. In addition, management shall provide copies of this Policy to all Tenants and prospective Tenants.

9. Right of Tenants To Sue Other Tenants Who Violate Policy.

A Tenant may bring legal action against another Tenant related to this smoke-free Policy, but a Tenant shall not have the right to evict another Tenant. Any legal action between Tenants related to this Policy shall not create a presumption that management failed to perform its responsibilities under the Policy.



10. Violations of Policy.

A violation of this smoke-free Policy shall be considered a material breach of the Tenant's Lease and grounds for enforcement actions, including eviction, by management. A Tenant who violates the Policy shall also be liable to the Housing Authority for the costs of repair to the Tenant's apartment unit due to damage from smoke odors or residue.

Unless an incident is specifically egregious, management will employ a graduated enforcement approach including the following steps:

- Verbal warning
- Written warning
- Final notice
- Eviction proceedings

Eviction proceedings will include the right to participate in the grievance process. Information and referrals will be a priority throughout these steps. Educational and smoking cessation materials will be provided with all warnings, conferences and eviction proceedings.

11. Housing Authority Not Guarantor of Smoke-free Environment.

The Housing Authority's adoption of this smoke-free Policy does not make the Housing Authority or any of its officers, employees, or agents, the guarantor of the health of any Tenant or of the smoke-free condition of the portions of its properties in which smoking is prohibited under the Policy. However, the Housing Authority will take reasonable steps to enforce the Policy. The Housing Authority is not required to take steps in response to smoking in violation of this Policy unless the Housing Authority either has actual knowledge of the smoking and the identity of the responsible Tenant or has been given written notice of the smoking.

12. Housing Authority Disclaimer.

The Housing Authority's adoption of this smoke-free Policy does not in any way change the standard of care that the Housing Authority would have to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or Tenants' premises will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke or vapor. The Housing Authority's ability to police, monitor, or enforce the provisions of this Policy is dependent in significant part on voluntary compliance by Tenants and their guests/visitors. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this Policy than any other Housing Authority obligation under the Tenants' Lease Agreement.

Head of Household Signature _____ Date _____

KCDC Representative Signature _____ Date _____



Western Heights (3-4) Hope VI/Choice Neighborhoods

Building #	Street Address	City, State, Zip	Unit #
WA068	1426 Oldham Avenue	Knoxville, TN 37921	304-0245
WA068	1424 Oldham Avenue	Knoxville, TN 37921	304-0246
WA068	1422 Oldham Avenue	Knoxville, TN 37921	304-0247
WA068	1420 Oldham Avenue	Knoxville, TN 37921	304-0248
WA068	1418 Oldham Avenue	Knoxville, TN 37921	304-0249
WA068	1416 Oldham Avenue	Knoxville, TN 37921	304-0250
WA069	1414 Oldham Avenue	Knoxville, TN 37921	304-0251
WA069	1412 Oldham Avenue	Knoxville, TN 37921	304-0252
WA069	1410 Oldham Avenue	Knoxville, TN 37921	304-0253
WA069	1408 Oldham Avenue	Knoxville, TN 37921	304-0254
WA069	1406 Oldham Avenue	Knoxville, TN 37921	304-0255
WA069	1404 Oldham Avenue	Knoxville, TN 37921	304-0256
WA069	1402 Oldham Avenue	Knoxville, TN 37921	304-0257
WA069	1400 Oldham Avenue	Knoxville, TN 37921	304-0258
WA070	1358 Oldham Avenue	Knoxville, TN 37921	304-0259
WA070	1356 Oldham Avenue	Knoxville, TN 37921	304-0260
WA070	1354 Oldham Avenue	Knoxville, TN 37921	304-0261
WA070	1352 Oldham Avenue	Knoxville, TN 37921	304-0262
WA070	1350 Oldham Avenue	Knoxville, TN 37921	304-0263
WA070	1348 Oldham Avenue	Knoxville, TN 37921	304-0264
WA070	1346 Oldham Avenue	Knoxville, TN 37921	304-0265
WA070	1344 Oldham Avenue	Knoxville, TN 37921	304-0266
WA071	1342 Oldham Avenue	Knoxville, TN 37921	304-0267
WA071	1340 Oldham Avenue	Knoxville, TN 37921	304-0268
WA071	1338 Oldham Avenue	Knoxville, TN 37921	304-0269
WA071	1336 Oldham Avenue	Knoxville, TN 37921	304-0270
WA071	1334 Oldham Avenue	Knoxville, TN 37921	304-0271
WA071	1332 Oldham Avenue	Knoxville, TN 37921	304-0272
WA072	1330 Oldham Avenue	Knoxville, TN 37921	304-0273
WA072	1328 Oldham Avenue	Knoxville, TN 37921	304-0274
WA072	1326 Oldham Avenue	Knoxville, TN 37921	304-0275
WA072	1324 Oldham Avenue	Knoxville, TN 37921	304-0276
WA072	1322 Oldham Avenue	Knoxville, TN 37921	304-0277
WA072	1320 Oldham Avenue	Knoxville, TN 37921	304-0278
WA072	1318 Oldham Avenue	Knoxville, TN 37921	304-0279
WA072	1316 Oldham Avenue	Knoxville, TN 37921	304-0280
WA073	1314 Oldham Avenue	Knoxville, TN 37921	304-0281
WA073	1312 Oldham Avenue	Knoxville, TN 37921	304-0282
WA073	1310 Oldham Avenue	Knoxville, TN 37921	304-0283
WA073	1308 Oldham Avenue	Knoxville, TN 37921	304-0284
WA074	1306 Oldham Avenue	Knoxville, TN 37921	304-0285
WA074	1304 Oldham Avenue	Knoxville, TN 37921	304-0286
WA075	1302 Oldham Avenue	Knoxville, TN 37921	304-0287
WA075	1300 Oldham Avenue	Knoxville, TN 37921	304-0288

WA076	1626 Reed Street	Knoxville, TN 37921	304-0289
WA076	1624 Reed Street	Knoxville, TN 37921	304-0290
WA076	1622 Reed Street	Knoxville, TN 37921	304-0291
WA076	1620 Reed Street	Knoxville, TN 37921	304-0292
WA076	1618 Reed Street	Knoxville, TN 37921	304-0293
WA076	1616 Reed Street	Knoxville, TN 37921	304-0294
WA077	1614 Reed Street	Knoxville, TN 37921	304-0295
WA077	1612 Reed Street	Knoxville, TN 37921	304-0296
WA077	1610 Reed Street	Knoxville, TN 37921	304-0297
WA077	1608 Reed Street	Knoxville, TN 37921	304-0298
WA077	1606 Reed Street	Knoxville, TN 37921	304-0299
WA077	1604 Reed Street	Knoxville, TN 37921	304-0300
WA077	1602 Reed Street	Knoxville, TN 37921	304-0301
WA077	1600 Reed Street	Knoxville, TN 37921	304-0302
WA078	1163 W. Scott Avenue	Knoxville, TN 37921	304-0303
WA078	1161 W. Scott Avenue	Knoxville, TN 37921	304-0304
WA078	1159 W. Scott Avenue	Knoxville, TN 37921	304-0305
WA078	1157 W. Scott Avenue	Knoxville, TN 37921	304-0306
WA078	1155 W. Scott Avenue	Knoxville, TN 37921	304-0307
WA078	1153 W. Scott Avenue	Knoxville, TN 37921	304-0308
WA079	1151 W. Scott Avenue	Knoxville, TN 37921	304-0309
WA079	1149 W. Scott Avenue	Knoxville, TN 37921	304-0310
WA079	1147 W. Scott Avenue	Knoxville, TN 37921	304-0311
WA079	1145 W. Scott Avenue	Knoxville, TN 37921	304-0312
WA079	1143 W. Scott Avenue	Knoxville, TN 37921	304-0313
WA079	1141 W. Scott Avenue	Knoxville, TN 37921	304-0314
WA080	1139 W. Scott Avenue	Knoxville, TN 37921	304-0315
WA080	1137 W. Scott Avenue	Knoxville, TN 37921	304-0316
WA080	1135 W. Scott Avenue	Knoxville, TN 37921	304-0317
WA080	1133 W. Scott Avenue	Knoxville, TN 37921	304-0318
WA080	1131 W. Scott Avenue	Knoxville, TN 37921	304-0319
WA080	1129 W. Scott Avenue	Knoxville, TN 37921	304-0320
WA081	1121 W. Scott Avenue	Knoxville, TN 37921	304-0321
WA081	1123 W. Scott Avenue	Knoxville, TN 37921	304-0322
WA081	1125 W. Scott Avenue	Knoxville, TN 37921	304-0323
WA081	1127 W. Scott Avenue	Knoxville, TN 37921	304-0324
WA082	1119 W. Scott Avenue	Knoxville, TN 37921	304-0325
WA082	1117 W. Scott Avenue	Knoxville, TN 37921	304-0326
WA082	1115 W. Scott Avenue	Knoxville, TN 37921	304-0327
WA082	1113 W. Scott Avenue	Knoxville, TN 37921	304-0328
WA082	1111 W. Scott Avenue	Knoxville, TN 37921	304-0329
WA082	1109 W. Scott Avenue	Knoxville, TN 37921	304-0330
WA083	1107 W. Scott Avenue	Knoxville, TN 37921	304-0331
WA083	1105 W. Scott Avenue	Knoxville, TN 37921	304-0332
WA084	1103 W. Scott Avenue	Knoxville, TN 37921	304-0333
WA084	1101 W. Scott Avenue	Knoxville, TN 37921	304-0334
WA085	1425 McSpadden Street	Knoxville, TN 37921	304-0335

WA085	1427 McSpadden Street	Knoxville, TN 37921	304-0336
WA085	1429 McSpadden Street	Knoxville, TN 37921	304-0337
WA085	1431 McSpadden Street	Knoxville, TN 37921	304-0338
WA086	1433 McSpadden Street	Knoxville, TN 37921	304-0339
WA086	1435 McSpadden Street	Knoxville, TN 37921	304-0340
WA087	1437 McSpadden Street	Knoxville, TN 37921	304-0341
WA087	1439 McSpadden Street	Knoxville, TN 37921	304-0342
WA088	1441 McSpadden Street	Knoxville, TN 37921	304-0343
WA088	1443 McSpadden Street	Knoxville, TN 37921	304-0344
WA088	1445 McSpadden Street	Knoxville, TN 37921	304-0345
WA088	1447 McSpadden Street	Knoxville, TN 37921	304-0346
WA088	1449 McSpadden Street	Knoxville, TN 37921	304-0347
WA088	1451 McSpadden Street	Knoxville, TN 37921	304-0348
WA089	1453 McSpadden Street	Knoxville, TN 37921	304-0349
WA089	1455 McSpadden Street	Knoxville, TN 37921	304-0350
WA089	1457 McSpadden Street	Knoxville, TN 37921	304-0351
WA089	1459 McSpadden Street	Knoxville, TN 37921	304-0352
WA089	1461 McSpadden Street	Knoxville, TN 37921	304-0353
WA089	1463 McSpadden Street	Knoxville, TN 37921	304-0354
WA090	1465 McSpadden Street	Knoxville, TN 37921	304-0355
WA090	1467 McSpadden Street	Knoxville, TN 37921	304-0356
WA090	1469 McSpadden Street	Knoxville, TN 37921	304-0357
WA090	1471 McSpadden Street	Knoxville, TN 37921	304-0358
WA090	1473 McSpadden Street	Knoxville, TN 37921	304-0359
WA090	1475 McSpadden Street	Knoxville, TN 37921	304-0360
WA091	1100 Oldham Avenue	Knoxville, TN 37921	304-0361
WA091	1102 Oldham Avenue	Knoxville, TN 37921	304-0362
WA091	1104 Oldham Avenue	Knoxville, TN 37921	304-0363
WA091	1106 Oldham Avenue	Knoxville, TN 37921	304-0364
WA091	1108 Oldham Avenue	Knoxville, TN 37921	304-0365
WA091	1110 Oldham Avenue	Knoxville, TN 37921	304-0366
WA092	1112 Oldham Avenue	Knoxville, TN 37921	304-0367
WA092	1114 Oldham Avenue	Knoxville, TN 37921	304-0368
WA092	1116 Oldham Avenue	Knoxville, TN 37921	304-0369
WA092	1118 Oldham Avenue	Knoxville, TN 37921	304-0370
WA093	1200 Oldham Avenue	Knoxville, TN 37921	304-0371
WA093	1202 Oldham Avenue	Knoxville, TN 37921	304-0372
WA093	1204 Oldham Avenue	Knoxville, TN 37921	304-0373
WA093	1206 Oldham Avenue	Knoxville, TN 37921	304-0374
WA093	1208 Oldham Avenue	Knoxville, TN 37921	304-0375
WA093	1210 Oldham Avenue	Knoxville, TN 37921	304-0376
WA094	1329 Oldham Avenue	Knoxville, TN 37921	304-0377
WA094	1327 Oldham Avenue	Knoxville, TN 37921	304-0378
WA095	1325 Oldham Avenue	Knoxville, TN 37921	304-0379
WA095	1323 Oldham Avenue	Knoxville, TN 37921	304-0380
WA095	1321 Oldham Avenue	Knoxville, TN 37921	304-0381
WA095	1319 Oldham Avenue	Knoxville, TN 37921	304-0382

WA095	1317 Oldham Avenue	Knoxville, TN 37921	304-0383
WA095	1315 Oldham Avenue	Knoxville, TN 37921	304-0384
WA096	1311 Oldham Avenue	Knoxville, TN 37921	304-0385
WA096	1309 Oldham Avenue	Knoxville, TN 37921	304-0386
WA096	1307 Oldham Avenue	Knoxville, TN 37921	304-0387
WA096	1305 Oldham Avenue	Knoxville, TN 37921	304-0388
WA097	1701 Reed Street	Knoxville, TN 37921	304-0389
WA097	1703 Reed Street	Knoxville, TN 37921	304-0390
WA097	1705 Reed Street	Knoxville, TN 37921	304-0391
WA097	1707 Reed Street	Knoxville, TN 37921	304-0392
WA097	1709 Reed Street	Knoxville, TN 37921	304-0393
WA097	1711 Reed Street	Knoxville, TN 37921	304-0394
WA097	1713 Reed Street	Knoxville, TN 37921	304-0395
WA097	1715 Reed Street	Knoxville, TN 37921	304-0396
WA098	1717 Reed Street	Knoxville, TN 37921	304-0397
WA098	1719 Reed Street	Knoxville, TN 37921	304-0398
WA098	1721 Reed Street	Knoxville, TN 37921	304-0399
WA098	1723 Reed Street	Knoxville, TN 37921	304-0400
WA098	1725 Reed Street	Knoxville, TN 37921	304-0401
WA098	1727 Reed Street	Knoxville, TN 37921	304-0402
WA098	1729 Reed Street	Knoxville, TN 37921	304-0403
WA098	1731 Reed Street	Knoxville, TN 37921	304-0404
WA099	1733 Reed Street	Knoxville, TN 37921	304-0405
WA099	1735 Reed Street	Knoxville, TN 37921	304-0406
WA099	1737 Reed Street	Knoxville, TN 37921	304-0407
WA099	1739 Reed Street	Knoxville, TN 37921	304-0408
WA099	1741 Reed Street	Knoxville, TN 37921	304-0409
WA099	1743 Reed Street	Knoxville, TN 37921	304-0410
WA099	1745 Reed Street	Knoxville, TN 37921	304-0411
WA099	1747 Reed Street	Knoxville, TN 37921	304-0412
WA103	1700 Reed Street	Knoxville, TN 37921	304-0423
WA103	1702 Reed Street	Knoxville, TN 37921	304-0424
WA104	1201 Oldham Avenue	Knoxville, TN 37921	304-0425
WA104	1203 Oldham Avenue	Knoxville, TN 37921	304-0426
WA109	1201 Bonnyman Drive	Knoxville, TN 37921	304-0445
WA109	1203 Bonnyman Drive	Knoxville, TN 37921	304-0446
WA109	1205 Bonnyman Drive	Knoxville, TN 37921	304-0447
WA109	1207 Bonnyman Drive	Knoxville, TN 37921	304-0448
WA109	1209 Bonnyman Drive	Knoxville, TN 37921	304-0449
WA109	1211 Bonnyman Drive	Knoxville, TN 37921	304-0450
WA110	1215 Bonnyman Drive	Knoxville, TN 37921	304-0451
WA110	1217 Bonnyman Drive	Knoxville, TN 37921	304-0452
WA110	1219 Bonnyman Drive	Knoxville, TN 37921	304-0453
WA110	1221 Bonnyman Drive	Knoxville, TN 37921	304-0454
WA110	1223 Bonnyman Drive	Knoxville, TN 37921	304-0455
WA110	1225 Bonnyman Drive	Knoxville, TN 37921	304-0456
WA111	1227 Bonnyman Drive	Knoxville, TN 37921	304-0457

[illegible]

DECONCENTRATION POLICY

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

- A. Skip over families on the waiting list to reach another family with a lower or higher income. The process of skipping names on the waiting list will be applied uniformly and will be consistent with site-based waiting lists;
- B. Establish local preferences that promote deconcentration of poverty and income mixing, such as a preference for working families;
- C. Provide supportive services, such as child care, job training and placement programs, and case management;
- D. 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 development.

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

First Creek Living



Multifamily House Rules

DRAFT

IMPLEMENTED: 3/31/2024

ADOPTED: 07/01/2024



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The following Community House Rules have been established for all First Creek Living properties. 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 (7 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.

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.
- First Creek will post the unit abandoned for 30 days and change the locks on the door(s) after 10 days.
- After the 30 day period, FIRST CREEK 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, FIRST CREEK 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 FIRST CREEK.

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. Screws, fasteners, TV mounting kits, chain or slide locks are not to be used without approval from the FIRST CREEK 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. A second space will be permitted with prior approval by Management.
- Go-carts, mini-bikes and/or any other off-road recreational vehicles are not allowed on FIRST CREEK property.
- No vehicles over 2 axles may park on the property for any length of time unless pre-approved by management.
- 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 FIRST CREEK property.
- Tenants are to refrain from making major repairs to any motorized vehicles while parked on FIRST CREEK 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.

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. Signage for dumpster areas will be posted as the spaces come available.
- 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 the porch and/or yard areas in the front and rear of apartment, if applicable) in a clean and livable condition.
- No outdoor furniture will be permitted without written consent by management.
- 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 FIRST CREEK.

- All residents must have blinds, shades or curtains. 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.
- If FIRST CREEK 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 FIRST CREEK 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 FIRST CREEK 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.

FIREARMS/WEAPONS

- The Tenant agrees to refrain from 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 the Tenant's control should 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 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 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 and pellet guns, bows 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 FIRST CREEK Management.
- I understand, with prior FIRST CREEK 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: FIRST CREEK and I will inspect my apartment before signing the Lease. The Inspection Report, signed by FIRST CREEK and myself, will state the condition of my apartment and will note any equipment or appliances in the unit provided by FIRST CREEK. FIRST CREEK 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, FIRST CREEK will inspect my apartment as part of the scheduled Annual Reexamination of my eligibility. FIRST CREEK 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: FIRST CREEK 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 FIRST CREEK 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 FIRST CREEK's control.
 - At that time, management will stop charging rent for the unit.
 - Items remaining in the unit will be disposed of by FIRST CREEK and there will 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. FIRST CREEK 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 will be assessed for each key or fob not returned, not to exceed **actual cost unless otherwise approved by Management**.

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 8:00am – 4:00pm, 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 FIRST CREEK'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 FIRST CREEK.
- 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 FIRST CREEK.
- The Tenant acknowledges that FIRST CREEK has the right to bar, from FIRST CREEK properties, any non-tenant who has engaged in either drug-related criminal activity on or off FIRST CREEK properties or other activities that pose a threat to the health or safety of FIRST CREEK tenants or staff.
- The Tenant and all members of the household agree not to allow any person who is under a FIRST CREEK '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 FIRST CREEK staff.
 - Tenant agrees not to act or speak in an abusive or threatening manner toward neighbors or FIRST CREEK 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 FIRST CREEK 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 FIRST CREEK.
- 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.
- FIRST CREEK 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 any illegal substance.
 - 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.

- FIRST CREEK 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.

PERSONAL PROPERTY

- I understand that FIRST CREEK 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. Renters Insurance is strongly recommended for property replacement. If needed, a list of insurance agents/companies can be provided from the Management Office.
- All personal property placed in the apartment or on the premises by a Tenant or guests shall be at the Tenant's sole risk, 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 FIRST CREEK Pet Policy, including obtaining written permission to maintain a pet and payment of a non-refundable pet fee, if applicable.
- 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 FIRST CREEK's Reasonable Accommodation Policy.

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 or money order at the Management office, or by debit or credit card online at www.firstcreekliving.com. 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 First Creek 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 First Creek 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 FIRST CREEK, 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 FIRST CREEK.

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, and fuel containers.

- 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.

SECURITY DEPOSITS

- FIRST CREEK 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.
 - FIRST CREEK 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 FIRST CREEK 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.
 - FIRST CREEK shall provide to me, within 60 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
 - 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 FIRST CREEK 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 FIRST CREEK 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 FIRST CREEK at no charge.
- Where connections exist, a washer and dryer are allowable with proper installation and venting.
- The Tenant understands the utility account with KUB must be in the name the head of household 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, and the Consolidated Appropriations Act of 2022, which included the Violence Against Women Act Reauthorization of 2022 (VAWA 2022). VAWA 2022, reauthorizes, amends, and strengthens VAWA by adding to and not replacing existing housing protections for survivors. The Reauthorization Act of 2022 revises definitions of existing "Domestic Violence" and adds the definitions of Economic Abuse and Technological Abuse.

The statutory definitions are as follows:

Domestic Violence

The term 'domestic violence' includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic,

or technological abuse that may or may not constitute criminal behavior, by a person, who:

- Is a current or former spouse or intimate partner of the victim, or person similarly situation to a spouse of the victim;
- Is cohabitating, or who has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Economic Abuse

The term “economic abuse”, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or maintain economic resource to which they are entitled, including using coercion, fraud, or manipulation to:

- Restrict a person’s access to money, assets, credit, or financial information;
- Unfairly use a person’s personal economic resources, including money, assets, and credit, for one’s own advantage; or
- Exert undue influence over a person’s financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has fiduciary duty.

Technological Abuse

The term “technological abuse” means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Nonretaliation

KCDC will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

KCDC shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

KCDC, residents, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and

2. Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by governmental entities. Prohibited penalties include:
 - a. Actual or threatened assessment of monetary or criminal penalties, fines or fees.
 - b. Actual or threatened eviction.
 - c. Actual or threatened refusal to rent or renew tenancy.
 - d. Actual or threatened refusal to issue occupancy permit or landlord permit.
 - e. Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

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.

As a result of VAWA 2022, HUD will be providing revisions and updated VAWA forms including those provided below. KCDC will implement these form revisions immediately upon HUD-release.

- Notice of Occupancy Rights (Form HUD-5380)
- Relocation Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking (Form HUD-5381)
- Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Document (Form HUD-5382)
- Emergency Relocation Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5383)

ACKNOWLEDGEMENT:

I 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)

DATE

TENANT

TENANT

TENANT

TENANT

DATE

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION (KCDC)

HOUSE RULES OF RESIDENCY

Please adhere to these policies as they fall under Section 10: I of your lease.

OCCUPANCY

1. **Guests:** Residents are responsible for their guests at all times, including any damages they cause.
 - Guests are to visit only in the area of the resident's dwelling and are expected to be with resident at all times.
 - All guests must carry a photo ID while on KCDC property.
 - Guests that have been barred from being on KCDC property will be removed from property by law enforcement, and involved residents will be given fair notice of action taken.
 - Please remember that City of Knoxville and Knox County ordinance states that minors have curfews depending on age.
2. **Children:** Parents will be held accountable for the actions of their children at all times.
3. **Alcohol:** Open alcoholic beverages are against the law and are not allowed outside the resident's unit.
4. **Drugs:** Possession and/or use of illegal drugs/drug paraphernalia is prohibited both on and off KCDC property.
5. **Firearms/Weapons:** Resident agrees to refrain from discharging or threatening the use of a firearm or other weapon while on or near the property. The Resident understands that it is his/her responsibility to ensure that no household member, guest, or other person in their control should discharge or threaten use of a firearm or weapon on or near the property. This rule shall not interfere with a Resident's lawful right to possess a firearm within the confines of the Resident'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 the weapon is unloaded, in a carrying case, or disassembled, and carried in a non-threatening manner.
6. **Projectile Devices:** Devices that propel a projectile (such as BB and pellet guns, bow and arrows, etc.) are not allowed outside the unit.
7. **Fireworks:** Use of fireworks in Knoxville and Knox County is illegal. KCDC will enforce per ordinances.
8. **Noise and Disturbances:** Loud noise and boisterous behavior is unacceptable. This includes use of stereo/television equipment, arguments, fighting and any other disturbances. Always conduct yourself in a manner as to not offend others with your appearance, behavior or language.
9. **Pets:** All pets must be registered in the office and approved by management.
 - No visiting pets or "pet-sitting" is allowed.
 - Review the Pet Policy for details.
10. **Rent:** Please remember that rent is due the 1st of every month.

MAINTENANCE

1. **Outdoor Cooking Equipment & Flammable Materials:**
 - Grills at Cottages at Clifton are not allowed due to the combustible construction materials.
 - Grills at Western Heights must be operated at least 10' away from any building, structure, or railing. Charcoal must be allowed to cool and then disposed of properly in the garbage receptacles provided at the property. Once the grills has cooled and the charcoal removed, grills should be returned to an acceptable storage location outside of the apartment (back door, back porch, front porch, etc.).
 - Citations may be issued by Fire Marshals for non-compliance with ordinance starting at \$125. Non- payment of fines may result in arrest warrants issued.
 - In city locations, grills of any type must be covered with a grill cover designed for the particular grill.
 - Storage of flammable substances/equipment is prohibited in or near the dwelling.
2. **Outside Area / Appearance:** Only furniture designed for outdoor use is allowed outside the unit after daily use.
 - Folding canvas, aluminum / banquet steel chairs must be stored inside the unit when not in use.
 - Tents, gazebos, hammocks, yard swings, swimming/wading pools of any size and basketball goals are not allowed.
 - Children's toys must be stored inside the unit when not in use. This includes toy cars, playhouses, bikes and tricycles.
 - Holiday decorations are not to be attached to the exterior of the buildings, porches, etc.
 - Laundry, rugs and other items are not allowed to be hung outside the unit, except where clotheslines are provided.
 - 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.



- Garden areas are encouraged but must be kept within the boundaries of your dwelling. Any structures or fencing must be approved by management prior to installation, and the resident agrees to keep the garden area free of weeds and properly maintained.
 - Yard areas must remain attractive and free of litter/trash at all times.
 - Sidewalk chalk is to be limited to the sidewalks and is not to be used on the buildings or other KCDC structures.
3. **Satellite Dish and Cable Installation:** See management for installation requirements before any work is started by Cable, Dish or Direct TV installers. Any cable attachment to structures, hole-boring through exterior walls or placement of dish/antennas is prohibited without prior approval of management. Interior cabling cannot be run across flooring or attached to walls without prior approval of management.
 4. **Work Orders and Repairs:** All repair work must be reported promptly.
 - If work order repairs are not reported in a timely manner, KCDC is not responsible for any damages to personal items.
 - KCDC recommends all residents carry Renters' Insurance.
 - After-hours emergency repairs will be answered if life or property is endangered. A list of emergency situations is available in the office.
 5. **Changes to the Unit:** No changes can be made to the unit, including door locks, wallpaper, paint colors, flooring, ceiling fans, plumbing fixtures, cabling, etc.
 6. **A/C Window Units:** These are not allowed where air conditioning units are provided by KCDC.
 7. **Housekeeping:** The unit must be kept neat and clean at all times. This includes the porch and yard areas. Periodic inspections will be performed including a 30 day home visit after move in and completed work order quality control.
 8. **Cooking Oil and Grease:** Grease of any kind is not to be discarded on the grounds, down sink drains or into storm drains. Grease should be enclosed into a plastic or metal can for proper disposal.

VEHICLES AND PARKING

9. One vehicle per licensed household member will be permitted.
10. All vehicles are to be parked in defined parking areas only. Parking or driving on grass is not allowed.
11. With the exception of handicap spaces, there are no individually assigned or designated parking areas.
12. Go-carts, mini-bikes and/or any other off-road recreational vehicles are not allowed on KCDC property.
13. No vehicles over 2 axles may park on the property for any length of time unless pre-approved by management.
14. Washing or working on vehicles is not allowed in properties where KCDC pays for water.
15. Inoperable and/or unlicensed vehicles cannot be parked or stored on KCDC property. Designed car covers are the only allowed covering devices. Tarps are not proper covering devices.
16. Any vehicles that are improperly parked, parked in "No Parking" zones, are inoperable or unlicensed may be towed at the owner's expense.

Head of Household

Resident (18+)

KCDC Representative

Resident (18+)

Date

Date



Knoxville's Community Development Corporation's

Multifamily House Rules

DRAFT

IMPLEMENTED: 3/31/2024

ADOPTED: 07/01/2024



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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 must notify Management if he/she is planning to be away from home for an extended period of time. KCDC defines an extended absence as 30 continuous days or 180 continuous days or more for medical reasons.
- 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.

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 post an Abandonment Notice on the door for 30 days.
- KCDC will mail a copy of the Abandonment Notice by regular mail, postage paid, to the unit address.
- KCDC will change the locks on the door(s) to secure the unit after the tenth (10th) day of absence.
- 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 not 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.
- 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 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 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 KCDC, HUD or third-party property investor 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, 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.
- Work orders may also be submitted to your Management Office by accessing the online portal by accessing Rent Café'.
- After hours emergency service can be obtained by calling 865-403-1200.

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 at any time, 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.

PERSONAL PROPERTY

- I understand that KCDC maintains insurance on its properties but does not provide renter's insurance covering my personal property. KCDC strongly encourages all tenants to obtain renter's insurance to protect personal items. My signature below acknowledges 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. 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 personal grills must be operated at least 10' away from any building, structure or railing. Charcoal must be allowed to cool and then disposed of properly in the garbage receptacles provided at the property. Once the grill has cooled and the charcoal has been removed, grills should be returned to an acceptable storage location outside of the apartment (back door, back porch, front porch, etc.).

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
- 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 will 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.
- 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 head of household name, where applicable, with current service at all times during the term of this Lease. Failure to maintain a current account with KUB will result in termination of tenancy (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, and the Consolidated Appropriations Act of 2022, which included the Violence Against Women Act Reauthorization of 2022 (VAWA 2022). VAWA 2022, reauthorizes, amends, and strengthens VAWA by adding to and not replacing existing housing protections for survivors. The Reauthorization Act of 2022 revises definitions of existing "Domestic Violence" and adds the definitions of Economic Abuse and Technological Abuse.

The statutory definitions are as follows:

Domestic Violence

The term 'domestic violence' includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person, who:

- Is a current or former spouse or intimate partner of the victim, or person similarly situation to a spouse of the victim;
- Is cohabitating, or who has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Economic Abuse

The term "economic abuse", in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resource to which they are entitled, including using coercion, fraud, or manipulation to:

- Restrict a person's access to money, assets, credit, or financial information;
- Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or
- Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has fiduciary duty.

Technological Abuse

The term "technological abuse" means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Nonretaliation

KCDC will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

KCDC shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

KCDC, residents, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
2. Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by governmental entities. Prohibited penalties include:
 - a. Actual or threatened assessment of monetary or criminal penalties, fines or fees.
 - b. Actual or threatened eviction.
 - c. Actual or threatened refusal to rent or renew tenancy.
 - d. Actual or threatened refusal to issue occupancy permit or landlord permit.
 - e. Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

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.

As a result of VAWA 2022, HUD will be providing revisions and updated VAWA forms including those provided below. KCDC will implement these form revisions immediately upon HUD-release.

- Notice of Occupancy Rights (Form HUD-5380)
- Relocation Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking (Form HUD-5381)
- Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Document (Form HUD-5382)
- Emergency Relocation Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5383)

Property Name	Phone Number
Lonsdale Homes	(865) 403-1350
North Ridge Crossing	(865) 403-1320
Western Heights	(865) 403-1420
Five Points 2	(865) 403-1390
Five Points 3	(865) 403-1390
Five Points 4	(865) 403-1390
Montgomery Village	(865) 403-1380

After-Hour Emergency Number (865) 403-1200

I have read and received a copy of the 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 _____

DATE _____

TENANT _____

TENANT _____

TENANT _____

DATE _____

Knoxville's Community Development Corporation's

Multifamily House Rules

DRAFT

IMPLEMENTED: 3/31/2024
ADOPTED: 07/01/2024



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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 must notify Management if he/she is planning to be away from home for an extended period of time. KCDC defines an extended absence as 30 continuous days or 180 continuous days or more for medical reasons.
- 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.

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 post an Abandonment Notice on the door for 30 days.
- KCDC will mail a copy of the Abandonment Notice by regular mail, postage paid, to the unit address.
- KCDC will change the locks on the door(s) to secure the unit after the tenth (10th) day of absence.
- 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 not 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.
- 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 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 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 KCDC, HUD or third-party property investor 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, 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.
- Work orders may also be submitted to your Management Office by accessing the online portal by accessing Rent Café'.
- After hours emergency service can be obtained by calling 865-403-1200.

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 at any time, 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.

PERSONAL PROPERTY

- I understand that KCDC maintains insurance on its properties but does not provide renter's insurance covering my personal property. KCDC strongly encourages all tenants to obtain renter's insurance to protect personal items. My signature below acknowledges 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. 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 personal grills are not allowed at the following properties: Love Towers, Isabella Towers, Cagle Terrace, Northgate Terrace, Five Points 1 (Residences at Five Points), Eastport I and Eastport II.

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
- 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 will 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.
- 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 head of household name, where applicable, with current service at all times during the term of this Lease. Failure to maintain a current account with KUB will result in termination of tenancy (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, and the Consolidated Appropriations Act of 2022, which included the Violence Against Women Act Reauthorization of 2022 (VAWA 2022). VAWA 2022, reauthorizes, amends, and strengthens VAWA by adding to and not replacing existing housing protections for survivors. The Reauthorization Act of 2022 revises definitions of existing "Domestic Violence" and adds the definitions of Economic Abuse and Technological Abuse.

The statutory definitions are as follows:

Domestic Violence

The term 'domestic violence' includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person, who:

- Is a current or former spouse or intimate partner of the victim, or person similarly situation to a spouse of the victim;
- Is cohabitating, or who has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Economic Abuse

The term "economic abuse", in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resource to which they are entitled, including using coercion, fraud, or manipulation to:

- Restrict a person's access to money, assets, credit, or financial information;
- Unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or
- Exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has fiduciary duty.

Technological Abuse

The term "technological abuse" means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Nonretaliation

KCDC will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

KCDC shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

KCDC, residents, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
2. Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by governmental entities. Prohibited penalties include:
 - a. Actual or threatened assessment of monetary or criminal penalties, fines or fees.
 - b. Actual or threatened eviction.
 - c. Actual or threatened refusal to rent or renew tenancy.
 - d. Actual or threatened refusal to issue occupancy permit or landlord permit.
 - e. Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

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.

As a result of VAWA 2022, HUD will be providing revisions and updated VAWA forms including those provided below. KCDC will implement these form revisions immediately upon HUD-release.

- Notice of Occupancy Rights (Form HUD-5380)
- Relocation Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking (Form HUD-5381)
- Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Document (Form HUD-5382)
- Emergency Relocation Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5383)

GARBAGE CHUTES/TRASH ROOMS

- All garbage must be bagged and tied before being placed in the chute/trash room.
- Used needles must be placed in plastic containers before putting them down the chute or in the trash room.
- **Cat litter MUST be bagged, tied and taken to the outside dumpsters.**
- Cardboard boxes must not be placed in trash chutes/trash rooms.

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.

Property Name	Phone Number
Cagle Terrace	(865) 403-1310
Isabella Towers	(865) 403-1340
Love Towers	(865) 403-1360
Northgate Terrace	(865) 403-1400
Five Points 1	(865) 403-1390
Eastport I	(865) 403-1390
Eastport II	(865) 403-1390

After-Hour Emergency Number (865) 403-1200

I have read and received a copy of the House Rules and agree to abide by these policies and procedures. I understand management at any time can make revisions.

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MANAGEMENT AGENT

TENANT (HEAD OF HOUSEHOLD)

TITLE

DATE

TENANT

TENANT

TENANT

DATE

Knoxville's Community Development Corporation's

Multifamily House Rules

DRAFT

IMPLEMENTED: 3/31/2024

ADOPTED: 07/01/2024



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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 must notify Management if he/she is planning to be away from home for an extended period of time. KCDC defines an extended absence as 30 continuous days or 180 continuous days or more for medical reasons.
- 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.

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 post an Abandonment Notice on the door for 30 days.
- KCDC will mail a copy of the Abandonment Notice by regular mail, postage paid, to the unit address.
- KCDC will change the locks on the door(s) to secure the unit after the tenth (10th) day of absence.
- 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 not 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.
- 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 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 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 KCDC, HUD or third-party property investor 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, 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.
- Work orders may also be submitted to your Management Office by accessing the online portal by accessing Rent Café'.
- After hours emergency service can be obtained by calling 865-403-1200.

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 at any time, 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.

PERSONAL PROPERTY

- I understand that KCDC maintains insurance on its properties but does not provide renter's insurance covering my personal property. KCDC strongly encourages all tenants to obtain renter's insurance to protect personal items. My signature below acknowledges 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. 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 personal grills are not allowed due to the combustible construction materials of decks or porches at the following locations: The Verandas, Passport, Autumn Landing, Nature's Cove and Mechanicsville.

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
- 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 will 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.
- 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 head of household name, where applicable, with current service at all times during the term of this Lease. Failure to maintain a current account with KUB will result in termination of tenancy (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, and the Consolidated Appropriations Act of 2022, which included the Violence Against Women Act Reauthorization of 2022 (VAWA 2022). VAWA 2022, reauthorizes,

amends, and strengthens VAWA by adding to and not replacing existing housing protections for survivors. The Reauthorization Act of 2022 revises definitions of existing “Domestic Violence” and adds the definitions of Economic Abuse and Technological Abuse.

The statutory definitions are as follows:

Domestic Violence

The term ‘domestic violence’ includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person, who:

- Is a current or former spouse or intimate partner of the victim, or person similarly situation to a spouse of the victim;
- Is cohabitating, or who has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Economic Abuse

The term “economic abuse”, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or maintain economic resource to which they are entitled, including using coercion, fraud, or manipulation to:

- Restrict a person’s access to money, assets, credit, or financial information;
- Unfairly use a person’s personal economic resources, including money, assets, and credit, for one’s own advantage; or
- Exert undue influence over a person’s financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has fiduciary duty.

Technological Abuse

The term “technological abuse” means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Nonretaliation

KCDC will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified,

assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

KCDC shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

KCDC, residents, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
2. Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by governmental entities. Prohibited penalties include:
 - a. Actual or threatened assessment of monetary or criminal penalties, fines or fees.
 - b. Actual or threatened eviction.
 - c. Actual or threatened refusal to rent or renew tenancy.
 - d. Actual or threatened refusal to issue occupancy permit or landlord permit.
 - e. Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

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.

As a result of VAWA 2022, HUD will be providing revisions and updated VAWA forms including those provided below. KCDC will implement these form revisions immediately upon HUD-release.

- Notice of Occupancy Rights (Form HUD-5380)
- Relocation Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking (Form HUD-5381)
- Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking and Alternate Document (Form HUD-5382)
- Emergency Relocation Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5383)

Property Name	Phone Number
The Verandas	(865) 403-1380
Passport	(865) 403-1390
Vista at Summit Hill	(865) 403-1300
Valley Oaks	(865) 403-1320
Autumn Landing/Nature's Cove	(865) 403-1422
Mechanicsville	(865) 403-1350
Five Points Senior Duplexes	(865) 403-1390
Five Points Family Multiplexes	(865) 403-1390

After-Hour Emergency Number (865) 403-1200

I have read and received a copy of the 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 _____

DATE _____

TENANT _____

TENANT _____

TENANT _____

DATE _____

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

TENANT SELECTION AND ASSIGNMENT PLAN FOR PROJECT-BASED RENTAL ASSISTANCE ELDERLY/DISABLED PROPERTIES

DRAFT

IMPLEMENTED: 03/31/2024

ADOPTED: 07/01/2024



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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 program eligibility, 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 (KCDC) and a resident or applicant is a business relationship.

A courteous and businesslike attitude is required from both parties. KCDC 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 KCDC or 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), 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 KCDC) 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 KCDC.

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 KCDC.

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 an existing 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 prior to occupancy.

If KCDC 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 multifamily 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 cause 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.

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.

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 has been obtained. 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) determination of eligibility; (4) where applicable, the date of the assignment to a dwelling unit and identification of the property assigned; (5) 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 wishing to request a paper application packet or assistance in completing an application online 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 or income. For instances of family composition changes, placement on the site-based waiting list(s) will be based on the date of the new determination of family composition in place of the original application date.

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 household's Total Tenant Payment (TTP) based on verified income does not exceed the current HUD-approved Contract Rent for the appropriate bedroom size.
3. The Housing Opportunities Through Modernization Act (HOTMA) states a unit may not be rented, and assistance may not be provided, either initially or upon annual recertification of family income, to any family if the net family assets (as defined in subsection 5.603) exceed the current Asset Cap established by HUD - \$100,000.00 in 2024 (certain assets are excluded). This cap may be adjusted annually in accordance with a commonly recognized inflationary index, as determined by HUD.
 - a. The following assets will be excluded from the calculation when determining the net cash value of assets. The cash value of:
 - i. ABLE Account;
 - ii. Amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty that resulted in a member of the family being disabled;
 - iii. Value of any Coverdell Education Savings Account or any qualified tuition program under Section 529;
 - iv. Family Self-Sufficiency (FSS) Accounts;
 - v. Interest in Indian trust land;
 - vi. Irrevocable Trust;
 - vii. Necessary Personal Property;
 - viii. Non-necessary Personal Property as long as the net cash value does not exceed HUD's Asset Threshold (\$50,000 in 2024 but subject to annual adjustment);

- ix. Revocable Trusts when no one in the family (living in the unit) controls the trust;
 - x. Requirement Accounts as defined by the IRS;
 - xi. Real property when the family does not have legal authority to sell such property;
 - xii. Equity in property for which a family receives Housing Choice Voucher Homeownership assistance from a Public Housing Authority;
 - xiii. Equity in a manufactured home where the family receives Section 8 tenant-based assistance; or
 - xiv. Other assets as announced by HUD through Federal Register Notice.
4. The household's cash value of assets must not exceed \$100,000. This cap will be annually adjusted for inflation in accordance with a commonly recognized inflationary index, as determined by HUD.
5. The Housing Opportunities Through Modernization ACT (HOTMA) provides families cannot receive assistance if they have a present ownership interest in, legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy as a residence that is located in the jurisdiction in which the property is located. This includes, but is not limited to a home, condominium, townhome, duplex, mobile home, etc. This restriction does not apply if:
- a. Exceptions to this requirement include:
 - i. The property is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the person resides in the jointly owned property;
 - ii. The property is not large enough for the size of the family;
 - iii. If there are any disabled family members, the home does not provide for the disability-related needs (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
 - iv. The property is currently offered for sale. Under this proposed rule, in order to demonstrate that a family is offering property for sale, KCDC may require the family provide evidence the property has been listed for sale;
 - v. The property is considered unsafe to reside in when the property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied;
 - vi. The family may not reside in the property under State or local laws of the jurisdiction where the property is located;
 - vii. The property is owned by a survivor of a VAWA crime (domestic violence, dating violence, sexual assault, stalking) and such status prevents access to or use of the home or there is a possibility the survivor could be in imminent danger if the survivor attempted to access the home;
 - viii. The property is located so that the distance or commuting time between the property and the family's place of work or a family member's educational institution would create a hardship for the family as determined by KCDC;
 - ix. The property is a manufactured home for which the family is receiving Section 8 tenant-base assistance;
 - x. The family receives homeownership assistance from a Public Housing Authority; or
 - xi. The property is part of an irrevocable trust.
6. Elderly: The household must be an elderly family which means a family whose head, spouse or sole member is a person who is at least 62 years of age at the time of initial occupancy. Please refer to Appendix (F) for a complete list of elderly definitions.

7. Disabled: A family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides. Please refer to Appendix (G) for a complete list of disabled definitions.
8. Non-Elderly Disabled Family: A nonelderly disabled (handicapped) family means a disabled family in which the head of the family (and spouse, if any) is less than 62 years of age at the time of the family's initial occupancy of a project.
9. 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 KCDC created verification documents prior to receiving assistance.
10. 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.
11. An applicant must agree to pay the rent required by the program under which the applicant will receive assistance
12. Only U.S. citizens or eligible non-citizens may receive assistance (See additional information below Appendix C)
13. 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), with the exception of foster children and foster adults.
14. The household size must be appropriate for the available apartments (See Occupancy Standards – Appendix A)
15. 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 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 KCDC 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.

Note: The \$480 deduction amount is subject to annual adjustment for inflation by HUD.

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. **Remaining member of a tenant family** - provided they meet all other eligibility requirements.
- B. Student Status/Admission of College Students** - Student eligibility is determined at move-in, initial certification, each annual recertification, and at the time of an interim recertification if the family reports a household member has had a change in student status since the last certification.

If an applicant or resident is a student, the following criteria must be met in order for that student to be considered eligible:

- The individual must be of legal contract age under state law.
- The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.

- The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student.

Independent Student – To be classified as an independent student, the individual must meet one or more of the following criteria:

- Be at least 24 years old by December 31 of the aware year for which aid is sought;
- Be an orphan or a ward of the court through the age of 18;
- Be a veteran of the U.S. Armed Forces;
- Have legal dependents other than a spouse (dependent children or elderly dependent parent);
- Be a graduate or professional student;
- Be married;
- Be a vulnerable youth as defined by HUD and the Department of Education.

The individual must obtain a certification of the amount of financial assistance that will be provided by parents, guardians, or others signed by the individual providing the support. The financial assistance provided by persons not living in the unit is part of Annual Income and must be verified to determine eligibility and at each subsequent certification.

A student who is otherwise eligible and meets screening requirements is eligible for assistance if the student meets the criteria below. Section 8 assistance shall be provided to any individual who is enrolled as either a part-time or full-time student at an institution of higher education for purposes of obtaining a degree, certificate or other program leading to a recognized education credential; when the student:

- Is living with his/her parents who are receiving Section 8 assistance;
- Is individually eligible to receive Section 8 assistance and has parents who are income eligible to receive Section 8 assistance;
- Is a graduate or professional student;
- Is a veteran of the United States military or is an active member of the United States military;
- Is married;
- Has a dependent other than a spouse (e.g., dependent child);
- Is at least 24 years of age;
- Is a person with disabilities, as such term is defined in section 3(b)(3) of the 1937 Act and was receiving assistance under Section 8 of the 1937 Act as of November 30, 2005;
- Is classified as Vulnerable Youth; a student meets HUD's definition of a vulnerable youth when:
 - The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
 - The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;

- The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et. seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by:
 - A local education agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act;
 - The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
 - The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
 - A financial aid administrator; or
- The individual is a student for whom a financial aid administrator makes a determination of independence by reason of other unusual circumstances.

If a student does not meet the eligibility criteria above, but can provide independence from parents under HUD rules, then the student would meet HUD's student eligibility criteria.

Management staff will be able to provide additional information about proving independence from parents.

If an ineligible student applies for or is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated.

Student Financial Assistance: Student financial assistance that is not specifically excluded will be included as part of the family's Annual Income unless the student is the Head-of-Household, Co-Head-of-Household or spouse and is over 23 years of age (24 years of age with a dependent child). Student loans are not considered.

Financial assistance that is provided through a qualified Coverdell Education Savings Account (ESA) or other qualified ESA, is **excluded** when determining Annual Income for the family.

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 and other qualified fees, is **included** as unearned annual income. Student financial assistance that exceeds tuition and other covered fees is **excluded** if the student is the Head of Household, Co-Head, Spouse AND is 24 years of age or older AND has a dependent child (as defined by HUD).

Student financial assistance that is provided by persons not living in the unit is not part of annual income if the student meets the Department of Education's definition of "vulnerable youth".

Covered fees include tuition, books, supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and

fees required and charged to a student by an institution of higher education (as defined under section 102 of the Higher Education Act of 1965). For a student who is not the Head-of-Household, Co-Head-of-Household or spouse, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and is not residing in an assisted unit.

Student financial assistance means a grant or scholarship received from the Federal government; a State, Tribe or local government, a private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3), another private source such as a business entity (e.g., corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity), or an institution of higher education.

Student financial assistance does not include any assistance that is excluded by regulation (for non-section 8 exclude financial assistance provided through Section 479B of the Higher Education Act (HEA) of 1965 that exceeds tuition and other covered fees or money provided through any Coverdell Education Savings Account (ESA) or like ESA), financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded by regulation, gifts including gifts from family or friends, or loans.

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 as unearned annual income. Student financial assistance that exceeds tuition and other covered fees is excluded if the student is: the Head of Household, Co-Head, Spouse AND is 24 years of age or older AND has a dependent child (as defined by HUD).

Student financial assistance means a grant or scholarship received from the Federal government; a State, Tribe or local government, a private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3), another private source such as a business entity (e.g., corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity), or an institution of higher education.

Student financial assistance does not include any assistance that is excluded by regulation (for non-section 8 exclude financial assistance provided through Section 479B of the Higher Education Act (HEA) of 1965 that exceeds tuition and other covered fees or money provided through any Coverdell Education Savings Account (ESA) or like ESA), financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded by regulation, gifts including gifts from family or friends, or loans.

- 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 (with the exception of foster children and adults), 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 regulations in providing applicants with due process if the applicant appeals the SAVE System results. Management is not required to collect immigration paperwork or verify eligibility for foster children or foster adults through the SAVE system.

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. However, spouses and children who are U.S. citizens may receive assistance. For example, a family that includes a noncitizen student is married to a U.S. citizen is considered a mixed family and assistance will be prorated as noted above.

- 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;
- IRS Form 1099;
- Retirement benefit letter;
- Life insurance policy; or
- 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 or being added after move-in. 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 KCDC 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.

If, at the time a unit becomes available, all non-exempt household members have not provided adequate documentation necessary to verify Social Security Numbers, the next eligible applicant family must be offered the available unit.

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 KCDC 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.

Beginning January 1, 2024, or when HUD releases an updated 9887/9887A forms, all applicants must sign these forms at move-in. After an applicant or resident has signed and submitted the 9887/9887A there is no requirement to sign and submit subsequent forms except under the following circumstances:

- When a new member is added to the unit if:
 - The new member is 18 years of age or older, or
 - The new member is the Head-of-Household, Co-Head-of-Household or spouse; regardless of age;
- When a member of the family turns 18 years of age; and
- As required by HUD in administrative instructions.

These consent forms contain provisions authorizing HUD and KCDC to obtain necessary information for verification of an application or to maintain a family's assistance, including income information and tax return information. The executed

consent forms will remain effective until the family is denied assistance, or the assistance is terminated. If a family leaves a HUD program (moves out), the family's assistance is considered to be terminated and the signed consent form will no longer be in effect.

Any adult member of the family may provide a written notification to KCDC to revoke consent. Doing so will make the family ineligible and housing assistance will be terminated immediately. Termination will be completed in accordance with the HUD lease and HUD guidance. The resident will be provided with a 30-Day Notice of Rent Increase as required.

If subsequently, the family wishes to reapply for assistance, and when such assistance is available, the Head-of-Household, Co-Head-of-Household or spouse and all adult members will be required to submit the 9887 documents with any documentation required to determine eligibility. Failure to do so will result in denial of assistance under HUD's program rules.

When a minor in the unit turns 18, he/she will have 30-days to meet with management staff and sign appropriate forms. Failure to do so will result in termination of assistance for the entire household.

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 consent forms as required, Management must deny assistance and admission to the entire family. For current residents, assistance will be terminated resulting in the family being charged market rent and a termination of tenancy (eviction) notice will be issued.

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 Policy.

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 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 at least, 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, or who is currently on, 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 (landlord verification) 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 National, State, 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.

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 within the last three years (e.g. illegal manufacture, sale, distribution, use of or pattern of abuse of alcohol) or currently engaged in illegal drug use, 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. 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;
- I. 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.);
- J. 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.
- K. Have engaged in or threatened abusive or violent behavior towards any KCDC staff or resident;
- L. Have a household member who has ever been evicted from subsidized housing;
- M. Have a family household member who has been terminated under the certificate or voucher program;
- N. **Denied for Life:** Has a lifetime registration under a State sex offender registration program or conviction of manufacturing or producing methamphetamine (speed) in any federally assisted housing property.

6.5 DENIAL NOTIFICATION/INFORMAL REVIEW/INFORMAL HEARING

- 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 housing. The notice will include the Fair Housing logo and slogan to follow 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 apply to all properties for which they are 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 electronically in accordance with the following guidelines:

1. The application will be considered a permanent file;
2. All applications will be maintained in order of bedroom size 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, and income category.
- 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 eligibility standards;
 4. Applicant does not meet occupancy standards;
 5. Applicant is rejected for any reason described in this plan;
 6. Applicant receives and accepts an offer of housing;
 7. The unit that is needed – using household size as the basis – has changed, and no appropriate size/type unit exists in the property; or
 8. 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 determines 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 List based on the date and time of application. The following preferences apply within each bedroom size category.

- 1. Former/Current KCDC Residents as Assigned by KCDC** - This preference only 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. Government Action/Involuntarily Displaced** – 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.

Special consideration for **existing** tenants 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 – Families will be offered housing based on the date and time of their application within each bedroom size.

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 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.
2. 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 as long the household composition meets occupancy standards.
3. KCDC will always make every effort to provide a bedroom for children separate from their parent(s).
4. Foster adults and/or foster children will not be required to share a bedroom with family members.

5. Live-in aides will get a separate bedroom. Children of live-in aides will not receive a separate bedroom.
6. 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. Provide information and referral services that link residents to supportive services, such as child care, job training and placement programs, and case management;
2. 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 before moving to the next qualified applicant on the waiting list. The date of offer and the family's decision must be documented in the application 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 site-based waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects an offer of a suitable unit without good cause, the application for the specific property will be withdrawn.

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 eligibility, admission, and level of benefits prior to admission set forth by the Department of Housing and Urban Development. After preliminary eligibility determination, no decision to approve an application shall be made until information provided on the

application form and during subsequent interviews has been collected and any necessary follow-up interviews have been performed.

HUD requires KCDC to use verification methods in the following order:

1. Upfront-Income Verification (UIV)

- a. Using HUD's Employment Income Verification (EIV) system for existing residents as it is not available for applicants. EIV information may be used as the sole verification of Social Security Income);

2. Upfront Income Verification (UIV) Non-EIV Resources

- a. The Work Number
- b. State benefit systems (DHS verification of Temporary Assistance of Needy Families (TANF, Child Support systems, etc.);

3. Third-Party Written Verification from the Source or (Tenant-provided verification)

- a. An original or authentic document generated by a third-party source dated within 120 days of the received by KCDC. For fixed-income sources, a statement for the appropriate benefit year is acceptable documentation. KCDC may also accept third-party verification directly from the verification source. For example, KCDC may obtain verification of disability directly from a medical provider (physician, physical therapist, etc.) or may accept a letter provided by the provider to the resident;
- b. Pay stubs (4-6 consecutive, regardless of pay period)
- c. Social Security Administration Benefit Letter
- d. Child Support (Court order)
- e. Unemployment Notice

4. EIV Income Report with Self-Certification (Employment or Unemployment Income)

- a. The EIV Income Report may be used to verify and calculate income if the family self-certifies that the amount is accurate and representative of current income. KCDC will provide the family of a copy of the information from EIV.

5. Written Third-Party Written Verification Form (as appropriate)

- a. KCDC may submit an Employer's Report directly to an employer to obtain verification of income.

6. Oral Verification

- a. If the previous verification methods have been unsuccessful, and these attempts have been documented, KCDC has the option of accepting oral verification over the telephone or internet. When verifying information by phone, or internet, KCDC must record and document the applicant's/tenant's file with the following information:
 - i. Third-party's name, position and contact information;
 - ii. Information reported by the third-party individual;
 - iii. Name of the person who conducted the telephone/internet interview; and
 - iv. Date and time of the call.

7. Family Self-Certification

- a. When verification methods 1-6 above have been unsuccessful a self-certification from the household member will be accepted. The applicant/tenant file will be documented to show management attempted other acceptable verification has been attempted before solely relying on self-certification.

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 Annual Recertifications and Interim Recertifications as well as for new move-ins approximately 90 days after move-in date. Third-party verification will be obtained for assets more than \$50,000. (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 \$50,000, KCDC will accept self certification as verification. When the family has net family assets in excess of \$5,000, KCDC will obtain third-party supporting documentation (e.g. bank statements) from the family to confirm the assets. If a family has verified net family assets that exceed \$100,000, either at application or at annual recertification, the family is no longer eligible for housing assistance. KCDC has implemented the following Streamlining processes.

- 1. Streamlined Determination of Fixed Income:** At move-in and at least every three years, KCDC will verify income from any fixed income source using verification methods described above. In Year 2 and in Year 3, KCDC will apply any published/documented Cost of Living Adjustment (COLA) or Fixed Percentage Increase to the previous year's fixed income amount.
- 2. Streamlined Verification of Assets:** When the net cash value of assets is at or below the current asset threshold established by HUD (\$50,000 in 2024, but subject to annual adjustment by HUD), At move-in and at least every three years, KCDC will verify the cash value of assets that are not specifically excluded and will verify the income from those assets when possible. In Year 2 and in Year 3, KCDC will conduct such verification only if the net cash value of all family assets exceeds the current Asset Threshold. If the net cash value of all family assets (except those specifically excluded), is equal to or less than the current Asset Threshold, KCDC will accept the family's witnessed self-certification providing the net cash value of assets not specifically excluded and any known income from those assets.
- 3. Streamlined Certification for Fixed Income Family:** When 90% or more of the total annual income is derived from a fixed income source (Social Security, Pension, Annuity, etc.), at move-in and at least every three years, KCDC will verify the cash value of assets that are not specifically excluded as well as any fixed income amounts that are not fixed. In Year 2 and Year 3, KCDC will apply Streamlined Determination of Fixed Income and Streamlined Verification of Assets. KCDC will accept self-certification of amounts that are not fixed or KCDC will use the amount of income that is not fixed on the most recent 50059 in effect at the time of any certification interview.
- 4. Streamlining will not be utilized if any member of the family has received a lease violation for failing to fully and accurately report income information or if any member of the family has been required to return an improper payment to the Department of Housing and Urban Development.**
- 5. KCDC will not accept self-certification of assets at move-in; only at annual recertification.**

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 policies 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 in compliance with HUD rules. 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	

Note: Applicants whose Total Tenant Payment (TTP) amount meets or exceeds the current HUD-approved Contract Rent amount for their elected unit size will not be eligible for assistance and their application will be rejected. (Refer to Section 6.0 “Eligibility for Admission”)

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. Residents who have experienced a hardship may request to 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.

- D. Earned Income Disregard/Disallowance** – (At the time of conversion from Low Income Public Housing to RAD/PBRA) – For existing tenants benefiting from exclusion of income for rent calculation purposes, they will be allowed to continue participation in the program until such time the allowance period (24-months) ends or there is a break in employment; whichever occurs first.

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, and is due at the time of lease signing.

In the event an applicant is unable to pay the full security deposit at lease signing, staff will allow the household to remain on the waiting list without losing their position on the waiting list and offer the

unit to the next qualified applicant. After the second housing offer and inability to pay the full security deposit the application will be withdrawn.

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. HUD Requirements

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 and valuation of assets exceeding \$50,000, gifts, 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 10th day of the 11th month prior to the recertification anniversary date, the tenant may be charged market rent and termination of tenancy notice (eviction) issued 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. Initial Notice of Recertification

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. Resident Non-Compliance

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

Residents are required to report changes, between Annual Recertifications, based on requirements outlined in the HUD Model Lease.

- 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. All new family members must be approved through the screening process before they can move into the unit. Failure to notify management before an individual is added to the household is a material lease violation and will result in termination of tenancy;
 3. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment;
 4. Addition of new minors must be reported as quickly as possible in order for the family to begin receiving the appropriate dependent deduction.
 5. The family's earned income increases by 10% or more per month;
 6. A household member has been assigned a new Social Security number; or
 7. Any household member enrolling as a student (full-time or part-time).
- B.** Residents may request an Interim Recertification due to 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. If decreases in earned income are equal to or greater than 10% or more KCDC must complete an Interim Recertification;
 2. If decreases in benefits are equal to or greater than 10% or more KCDC must complete an Interim Recertification;
 3. Increases in allowances such as medical expenses or child care;
 4. Other changes affecting the TTP, such as a family member who attains the age of 62, or a family member becoming disabled.

KCDC will decline to create an Interim Recertification if the family's annual adjusted income has not decreased by an amount less than 10% of the family's current annual adjusted income.

If the change is not related to earned income, and results in an income increase of the family's adjusted annual income of 10% or more, KCDC will complete an Interim Recertification adjusting rent. If the reported change includes an increase in earned income, but an Interim Recertification reducing earned income has not been completed since the last Annual Recertification, KCDC will document the file, but will not recalculate rent.

- C.** When reporting changes in income and/or family composition, the resident must provide all requested documentation to substantiate the change.
1. When a family member is being removed from the household, and this action results in a decrease in the family's annual adjusted income, KCDC must create an Interim Recertification to remove the family member as well as all

income, assets, and deductions associated with the family member being removed.

2. When a family member is being removed from the household, and this action results in an increase in the family's annual adjusted income, KCDC will create an Interim Recertification only if the changes result in an increase of annual adjusted income greater than 10%.
- 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.

H. Fraud/Misrepresentation

If an owner suspects a resident has inaccurately supplied or misrepresented information that affects the rent or a family's eligibility, KCDC must investigate and document the resident file.

- If the resident meets with KCDC to discuss the error, and KCDC is convinced the submissions were correct, KCDC will document the file accordingly and close the investigation.

- If, after meeting the resident, KCDC determines the provision of inaccurate information was an unintentional program violation, KCDC will correct the rent calculation, if applicable, and provide the tenant with notice of the change in rent. If the resident received an improper payment, the resident will be required to return that improper payment, in compliance with the HUD Model Lease.
- If the resident is unable to repay the full amount, KCDC and the resident may enter into a repayment agreement.
- If, after the income adjustment, the family no longer qualifies for assistance, the family may remain in the property subject to making repayments and paying market rent.
- KCDC may terminate tenancy if the resident refuses to pay any new monthly rent or refuses to repay the previously overpaid subsidy (improper payment) pursuant to any Repayment Agreement.
- KCDC may terminate tenancy if the resident refuses to enter into a Repayment Agreement if such option is offered.
- If necessary, civil action may be filed to recover the funds.
- If KCDC determines the resident knowingly provided inaccurate or incomplete information, and this can be substantiated through documentation, KCDC will pursue the incident as fraud.

I. Errors Caused by KCDC, Service Bureau or Software

If KCDC determines an error was made and the family's income was over-reported, KCDC must complete corrections to the prior certification(s) affected by the income change. Once the corrections have been made, KCDC must determine the difference between the amount of rent paid and the rent that should have been paid.

- KCDC will request a meeting with the resident to discuss the error;
- KCDC will prepare corrections or new certifications that must be signed by all family members;
- KCDC will provide the family with written notification, which includes:
 - A notice of the change in rent, effective retroactively to when the error occurred;
 - The new monthly rent the resident is required to pay;
 - The amount of the overpayment of rent due; and
 - A form used by the resident's choosing whether to:
 - Receive a full refund; or
 - Apply the overpayment to future monthly rent payments.
 - Any credit will be applied to any outstanding rent payments before calculating the amount due to the resident.

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. A 30-Day Termination of Tenancy notice will be issued no later than 14 days after the first of each month 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 a pet in their apartment. 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 a notice to vacate the unit or currently under eviction. 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 (this amount is subject to annual adjustment for inflation by HUD) 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.

No household under eviction may add household members to the Lease.

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 HOUSEHOLD SPLIT

In some cases, a household may split. A Split Household is defined as one assisted household becoming two or more assisted households.

This happens when one or more household members move out of the unit in to a new unit. Some of the original household members remain in the original unit.

When this happens, those members establishing a “new” household must complete new application documents and submit to the KCDC.

The “new” household must be eligible and must meet all screening requirements. The resident selection plan in effect at the time of the final eligibility determination will be used.

22.1 HOUSEHOLD SPLIT – SECURITY DEPOSITS

If the household “splits” and one or more residents remain in the original unit, the original security deposit will remain with the original unit and a new security deposit will be collected for the new unit.

23.0 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.

24.0 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 (smokeless 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.

25.0 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
- 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
Guy B. Love Towers	80%	Isabella Towers	80%
Cagle Terrace	80%	Five Points Senior Duplexes	80%
Northgate Terrace	80%	The Verandas	80%

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

Available Bedroom Sizes by Property

Property	Efficiency	1 Bedroom	2 Bedrooms
Guy B. Love Towers	Yes	Yes	Yes
Cagle Terrace	Yes	Yes	No
Northgate Terrace	Yes	Yes	No
Isabella Towers	Yes	Yes	No
Five Points Senior Duplexes	No	Yes	No
The Verandas	No	Yes	Yes

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 KCDC 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 KCDC 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 KCDC'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 KCDC 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 KCDC

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 KCDC’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 KCDC 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 KCDC. 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 KCDC.

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 (RHIIP), 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 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 KCDC.

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 KCDC. 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 KCDC 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 KCDC 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 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 assistance is not terminated solely because the person is a victim of a VAWA crime.

Being a victim of a VAWA crime is not a 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 KCDC 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 may:

- Complete a VAWA Request Form provided by the KCDC
- 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 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. 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 resident via mail may place the victim at risk, (e.g., the accused perpetrator may monitor the mail). KCDC will work with the resident in making acceptable delivery arrangements.

Option 2:

Alternatively, if the 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 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, 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 KCDC 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:

KCDC 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 a resident 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.

On March 15, 2022, President Biden signed into law the Consolidated Appropriations Act of 2022, which included the Violence Against Women Act Reauthorization of 2022 ("VAWA 2022"). VAWA 2022, reauthorizes, amends, and strengthens VAWA by adding to and not replacing existing housing protections for survivors.

The Reauthorization Act of 2022 revises definitions of "Domestic Violence" and adds the definitions of Economic Abuse and Technological Abuse. The statutory definitions are as follows:

Domestic Violence

The term ‘domestic violence’ includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person, who:

- Is a current or former spouse or intimate partner of the victim, or person similarly situation to a spouse of the victim;
- Is cohabitating, or who has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Economic Abuse

The term “economic abuse”, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or maintain economic resource to which they are entitled, including using coercion, fraud, or manipulation to:

- Restrict a person’s access to money, assets, credit, or financial information;
- Unfairly use a person’s personal economic resources, including money, assets, and credit, for one’s own advantage; or
- Exert undue influence over a person’s financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has fiduciary duty.

Technological Abuse

The term “technological abuse” means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Nonretaliation

KCDC will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

KCDC shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

KCDC, residents, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
2. Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by governmental entities. Prohibited penalties include:
 - a. Actual or threatened assessment of monetary or criminal penalties, fines or fees.
 - b. Actual or threatened eviction.
 - c. Actual or threatened refusal to rent or renew tenancy.
 - d. Actual or threatened refusal to issue occupancy permit or landlord permit.
 - e. Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

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 KCDC 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 evict or terminate assistance to a resident 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, 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 residents in determining whether to evict or terminate assistance.

The VAWA does not limit KCDC's authority to terminate assistance to or evict a resident under a covered housing program when KCDC can demonstrate an actual and imminent threat (to other residents or those employed at or providing service to property of the covered housing provider) would be present if that resident 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 specific 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 related to relocation:

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 KCDC.

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.

Residents 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 (internal transfer).

Regardless of whether the resident is applying for an internal VAWA Emergency Transfer or an external VAWA Emergency Transfer, residents 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 should understand that they may also be subject to other screening requirements set forth by KCDC guidelines responsible for the other property.

The resident 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.

Appendix F – Elderly Definitions

Definition A – Elderly Family (24 CFR 5.403)

Elderly family means a family whose head, spouse or sole member is a person who is at least 62 years of age. It may include 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.

Definition B – Elderly Family (24 CFR 891.505)

Elderly families are:

1. Families of two or more persons, the head of which (or his/her spouse) is 62 years of age or older;
2. The surviving member or members of a family described in paragraph (1) living in a unit assisted under Subpart E of this part with the now deceased member of the family at the time of his/her death;
3. A single person who is 62 years of age or older; or
4. Two or more elderly persons living together or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well-being.

Definition C – Elderly Person (24 CFR 891.205)

An elderly person is:

1. A household comprised of one or more persons at least one of whom is 62 years or age or more at the time of initial occupancy.

Appendix G – Disability Definitions

Definition D – Disabled Family (24 CFR 5.403)

A disabled family is a family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

Definition E – Person with Disabilities (24 CFR 5.403)

A person with disabilities for purposes of program eligibility:

1. Means a person who:
 - a. Has a disability, as defined in 42 U.S.C. 423;
 - i. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
 - ii. In the case of an individual who has attained the age of 55 and is blind, inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time. For the purposes of this definition, the term blindness, as defined in section 416(i)(1) of this title, means central vision acuity of 20/200 or less in the better eye with use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for the purposes of this paragraph as having a central visual acuity of 20/200 or less.
 - b. Is determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment that:
 - i. Is expected to be of long-continued and indefinite duration,
 - ii. Substantially impedes his/her ability to live independently, and
 - iii. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - c. Has a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)), i.e. a person with a severe chronic disability that
 - i. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - ii. Is manifested before the person attains age 22;
 - iii. Is likely to continue indefinitely;
 - iv. Results in substantial functional limitation in three or more of the following areas of major life activity:
 1. Self-care,
 2. Receptive and expressive language,
 3. Learning,
 4. Mobility,
 5. Self-direction,

6. Capacity for independent living, and
7. Economic self-sufficiency; and
- v. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.
2. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
3. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
4. Means person with disabilities (individual with handicaps), as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Definition F – Disabled Household (24 CFR 891.305)

Disabled household means a household composed of:

1. One or more persons at least one of whom is an adult (18 years or older) who has a disability;
2. Two or more persons with disabilities living together, or one or more such persons living with another person who is determined by HUD, based upon a certification from an appropriate professional (e.g., a rehabilitation counselor, social worker, or licensed physician) to be important to their care or well-being; or
3. The surviving member or members of any household described in paragraph (1) of this definition who were living in a unit assisted under this part (Section 811 Capital Advance) with the deceased member of the household at the time of his/her death.

Definition G – Disabled Family (24 CFR 891.505)

Disabled family means:

1. Families of two or more persons the head of which (or his/her spouse) is a person with disabilities (handicapped);
2. The surviving member or members of any family described in paragraph (1) of this definition living in a unit assisted under subpart E of this part with the deceased member of the family at the time of his/her death;
3. A single person with disabilities (handicapped person) over the age of 18; or
4. Two or more person with disabilities (handicapped persons) living together, or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well-being.

Definition H – Person with a Disability (24 CFR 891.505 and 891.305)

A person with disabilities means:

1. Any adult having a physical, mental or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes his/her ability to live independently, and is of a nature that such ability could be improved by more suitable housing conditions.
2. A person with a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)), i.e. a person with a severe chronic disability that:

- a. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - b. Is manifested before the person attains age 22;
 - c. Is likely to continue indefinitely;
 - d. Results in substantial functional limitation in three or more of the following areas of major life activity:
 - i. Self-care,
 - ii. Receptive and expressive language,
 - iii. Learning,
 - iv. Mobility,
 - v. Self-direction,
 - vi. Capacity for independent living; and
 - vii. Economic self-sufficiency; and
 - e. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.
3. A person with a chronic mental illness, i.e. a person who has a severe and persistent mental or emotional impairment that seriously limits his/her ability to live independently, and whose impairment could be improved by more suitable housing conditions.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

TENANT SELECTION AND ASSIGNMENT PLAN FOR PROJECT-BASED RENTAL ASSISTANCE FAMILY-STYLE PROPERTIES

DRAFT

IMPLEMENTED: 03/31/2024

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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 program eligibility, 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 (KCDC) and a resident or applicant is a business relationship.

A courteous and businesslike attitude is required from both parties. KCDC reserves the right to not 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 KCDC or 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), 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 KCDC) 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 KCDC.

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 KCDC.

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 an existing 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 prior to occupancy.

If KCDC 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 multifamily 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 cause 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.

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.

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 has been obtained. 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) determination of eligibility; (4) where applicable, the date of the assignment to a dwelling unit and identification of the property assigned; (5) 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 wishing to request a paper application packet or assistance in completing an application online 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 or income. For instances of family composition changes, placement on the site-based waiting list(s) will be based on the date of the new determination of family composition in place of the original application date.

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 household's Total Tenant Payment (TTP) based on verified income does not exceed the current HUD-approved Contract Rent for the appropriate bedroom size.
3. The Housing Opportunities Through Modernization Act (HOTMA) states a unit may not be rented, and assistance may not be provided, either initially or upon annual recertification of family income, to any family if the net family assets (as defined in subsection 5.603) exceed the current Asset Cap established by HUD - \$100,000.00 in 2024 (certain assets are excluded). This cap may be adjusted annually in accordance with a commonly recognized inflationary index, as determined by HUD.
 - a. The following assets will be excluded from the calculation when determining the net cash value of assets. The cash value of:
 - i. ABLE Account;
 - ii. Amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty that resulted in a member of the family being disabled;
 - iii. Value of any Coverdell Education Savings Account or any qualified tuition program under Section 529;
 - iv. Family Self-Sufficiency (FSS) Accounts;
 - v. Interest in Indian trust land;
 - vi. Irrevocable Trust;
 - vii. Necessary Personal Property;
 - viii. Non-necessary Personal Property as long as the net cash value does not exceed HUD's Asset Threshold (\$50,000 in 2024 but subject to annual adjustment);

- ix. Revocable Trusts when no one in the family (living in the unit) controls the trust;
 - x. Requirement Accounts as defined by the IRS;
 - xi. Real property when the family does not have legal authority to sell such property;
 - xii. Equity in property for which a family receives Housing Choice Voucher Homeownership assistance from a Public Housing Authority;
 - xiii. Equity in a manufactured home where the family receives Section 8 tenant-based assistance; or
 - xiv. Other assets as announced by HUD through Federal Register Notice.
4. The Housing Opportunities Through Modernization ACT (HOTMA) provides families cannot receive assistance if they have a present ownership interest in, legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy as a residence that is located in the jurisdiction in which the property is located. This includes, but is not limited to a home, condominium, townhome, duplex, mobile home, etc. This restriction does not apply if:
- a. Exceptions to this requirement include:
 - i. The property is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the person resides in the jointly owned property;
 - ii. The property is not large enough for the size of the family;
 - iii. If there are any disabled family members, the home does not provide for the disability-related needs (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
 - iv. The property is currently offered for sale. Under this proposed rule, in order to demonstrate that a family is offering property for sale, KCDC may require the family provide evidence the property has been listed for sale;
 - v. The property is considered unsafe to reside in when the property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied;
 - vi. The family may not reside in the property under State or local laws of the jurisdiction where the property is located;
 - vii. The property is owned by a survivor of a VAWA crime (domestic violence, dating violence, sexual assault, stalking) and such status prevents access to or use of the home or there is a possibility the survivor could be in imminent danger if the survivor attempted to access the home;
 - viii. The property is located so that the distance or commuting time between the property and the family's place of work or a family member's educational institution would create a hardship for the family as determined by KCDC);
 - ix. The property is a manufactured home for which the family is receiving Section 8 tenant-base assistance;
 - x. The family receives homeownership assistance from a Public Housing Authority; or
 - xi. The property is part of an irrevocable trust.
5. 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 KCDC created verification documents prior to receiving assistance.

6. 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.
7. An applicant must agree to pay the rent required by the program under which the applicant will receive assistance
8. Only U.S. citizens or eligible non-citizens may receive assistance (See additional information below and in Appendix C)
9. 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), with the exception of foster children and foster adults.
10. The household size must be appropriate for the available apartments (See Occupancy Standards – Appendix A)
11. 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 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 KCDC 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.

Note: The \$480 deduction amount is subject to annual adjustment for inflation by HUD.

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** – Student eligibility is determined at move-in, initial certification, each annual recertification, and at the time of an interim recertification if the family reports a household member has had a change in student status since the last certification.

If an applicant or resident is a student, the following criteria must be met in order for that student to be considered eligible:

- The individual must be of legal contract age under state law.
- The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.

- The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student.

Independent Student – To be classified as an independent student, the individual must meet one or more of the following criteria:

- Be at least 24 years old by December 31 of the aware year for which aid is sought;
- Be an orphan or a ward of the court through the age of 18;
- Be a veteran of the U.S. Armed Forces;
- Have legal dependents other than a spouse (dependent children or elderly dependent parent);
- Be a graduate or professional student;
- Be married;
- Be a vulnerable youth as defined by HUD and the Department of Education.

The individual must obtain a certification of the amount of financial assistance that will be provided by parents, guardians, or others signed by the individual providing the support. The financial assistance provided by persons not living in the unit is part of Annual Income and must be verified to determine eligibility and at each subsequent certification.

A student who is otherwise eligible and meets screening requirements is eligible for assistance if the student meets the criteria below. Section 8 assistance shall be provided to any individual who is enrolled as either a part-time or full-time student at an institution of higher education for purposes of obtaining a degree, certificate or other program leading to a recognized education credential; when the student:

- Is living with his/her parents who are receiving Section 8 assistance;
- Is individually eligible to receive Section 8 assistance and has parents who are income eligible to receive Section 8 assistance;
- Is a graduate or professional student;
- Is a veteran of the United States military or is an active member of the United States military;
- Is married;
- Has a dependent other than a spouse (e.g., dependent child);
- Is at least 24 years of age;
- Is a person with disabilities, as such term is defined in section 3(b)(3) of the 1937 Act and was receiving assistance under Section 8 of the 1937 Act as of November 30, 2005;
- Is classified as Vulnerable Youth; a student meets HUD's definition of a vulnerable youth when:
 - The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
 - The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;

- The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et. seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by:
 - A local education agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act;
 - The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
 - The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
 - A financial aid administrator; or
- The individual is a student for whom a financial aid administrator makes a determination of independence by reason of other unusual circumstances.

If a student does not meet the eligibility criteria above, but can provide independence from parents under HUD rules, then the student would meet HUD's student eligibility criteria.

Management staff will be able to provide additional information about proving independence from parents.

If an ineligible student applies for or is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated.

Student Financial Assistance: Student financial assistance that is not specifically excluded will be included as part of the family's Annual Income unless the student is the Head-of-Household, Co-Head-of-Household or spouse and is over 23 years of age (24 years of age with a dependent child). Student loans are not considered.

Financial assistance that is provided through a qualified Coverdell Education Savings Account (ESA) or other qualified ESA, is **excluded** when determining Annual Income for the family.

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 and other qualified fees, is **included** as unearned annual income. Student financial assistance that exceeds tuition and other covered fees is **excluded** if the student is the Head of Household, Co-Head, Spouse AND is 24 years of age or older AND has a dependent child (as defined by HUD).

Student financial assistance that is provided by persons not living in the unit is not part of annual income if the student meets the Department of Education's definition of "vulnerable youth".

Covered fees include tuition, books, supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and

fees required and charged to a student by an institution of higher education (as defined under section 102 of the Higher Education Act of 1965). For a student who is not the Head-of-Household, Co-Head-of-Household or spouse, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and is not residing in an assisted unit.

Student financial assistance means a grant or scholarship received from the Federal government; a State, Tribe or local government, a private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3), another private source such as a business entity (e.g., corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity), or an institution of higher education.

Student financial assistance does not include any assistance that is excluded by regulation (for non-section 8 exclude financial assistance provided through Section 479B of the Higher Education Act (HEA) of 1965 that exceeds tuition and other covered fees or money provided through any Coverdell Education Savings Account (ESA) or like ESA), financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded by regulation, gifts including gifts from family or friends, or loans.

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 as unearned annual income. Student financial assistance that exceeds tuition and other covered fees is excluded if the student is: the Head of Household, Co-Head, Spouse AND is 24 years of age or older AND has a dependent child (as defined by HUD).

Student financial assistance means a grant or scholarship received from the Federal government; a State, Tribe or local government, a private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3), another private source such as a business entity (e.g., corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity), or an institution of higher education.

Student financial assistance does not include any assistance that is excluded by regulation (for non-section 8 exclude financial assistance provided through Section 479B of the Higher Education Act (HEA) of 1965 that exceeds tuition and other covered fees or money provided through any Coverdell Education Savings Account (ESA) or like ESA), financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded by regulation, gifts including gifts from family or friends, or loans.

- 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 (with the exception of foster children and adults), 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 regulations in providing applicants with due process if the applicant appeals the SAVE System results. Management is not required to collect immigration paperwork or verify eligibility for foster children or foster adults through the SAVE system.

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. However, spouses and children who are U.S. citizens may receive assistance. For example, a family that includes a noncitizen student is married to a U.S. citizen is considered a mixed family and assistance will be prorated as noted above.

- 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;
- IRS Form 1099;
- Retirement benefit letter;
- Life insurance policy; or
- 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 or being added after move-in. 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 KCDC 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.

If, at the time a unit becomes available, all non-exempt household members have not provided adequate documentation necessary to verify Social Security Numbers, the next eligible applicant family must be offered the available unit.

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 KCDC 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.

Beginning January 1, 2024, or when HUD releases an updated 9887/9887A forms, all applicants must sign these forms at move-in. After an applicant or resident has signed and submitted the 9887/9887A there is no requirement to sign and submit subsequent forms except under the following circumstances:

- When a new member is added to the unit if:
 - The new member is 18 years of age or older, or
 - The new member is the Head-of-Household, Co-Head-of-Household or spouse; regardless of age;
- When a member of the family turns 18 years of age; and
- As required by HUD in administrative instructions.

These consent forms contain provisions authorizing HUD and KCDC to obtain necessary information for verification of an application or to maintain a family's assistance, including income information and tax return information. The executed

consent forms will remain effective until the family is denied assistance, or the assistance is terminated. If a family leaves a HUD program (moves out), the family's assistance is considered to be terminated and the signed consent form will no longer be in effect.

Any adult member of the family may provide a written notification to KCDC to revoke consent. Doing so will make the family ineligible and housing assistance will be terminated immediately. Termination will be completed in accordance with the HUD lease and HUD guidance. The resident will be provided with a 30-Day Notice of Rent Increase as required.

If subsequently, the family wishes to reapply for assistance, and when such assistance is available, the Head-of-Household, Co-Head-of-Household or spouse and all adult members will be required to submit the 9887 documents with any documentation required to determine eligibility. Failure to do so will result in denial of assistance under HUD's program rules.

When a minor in the unit turns 18, he/she will have 30-days to meet with management staff and sign appropriate forms. Failure to do so will result in termination of assistance for the entire household.

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, student status, etc.

If the applicant or resident, or any adult member of the household does not sign and submit consent forms as required, Management must deny assistance and admission to the entire family. For current residents, assistance will be terminated resulting in the family being charged market rent and a termination of tenancy (eviction) notice will be issued.

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 Policy.

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 period 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 at least, 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, or who is currently on, 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 (landlord verification) 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 National, State, 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.

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 within the last three years (e.g. illegal manufacture, sale, distribution, use of or pattern of abuse of alcohol) or currently engaged in illegal drug use, 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:** Has a lifetime registration under a State sex offender registration program or conviction of manufacturing or producing methamphetamine (speed) in any federally assisted housing property

6.5 INELIGIBILITY NOTIFICATION/INFORMAL REVIEW/INFORMAL HEARING

- 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 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 apply to all properties for which they are 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 electronically in accordance with the following guidelines:

1. The application will be considered a permanent file;
2. All applications will be maintained in order of bedroom size, 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, and income category.

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 eligibility standards;
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 List based on the date and time of application. The following preferences apply within each bedroom size category.

- 1. Former/Current KCDC Residents as Assigned by KCDC** - This preference only 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. Government Action/Involuntarily Displaced** – 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.

Special consideration for existing tenants 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 – Families will be offered housing based on the date and time of their application within each bedroom size.

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 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.
2. 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 as long the household composition meets occupancy standards.
3. KCDC will always make every effort to provide a bedroom for children separate from their parent(s).
4. Foster adults and/or foster children will not be required to share a bedroom with family members.
5. Live-in aides will get a separate bedroom. Children of live-in aides will not receive a separate bedroom.
6. 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. Provide information and referral services that link residents to supportive services, such as child care, job training and placement programs, and case management;
2. 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 before moving to the next qualified applicant on the waiting list. The date of offer and the family's decision must be documented in the application 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 site-based waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects an offer of a suitable unit without good cause, the application for the specific property will be withdrawn.

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 eligibility, admission, and level of benefits prior to admission set forth by the Department of Housing and Urban Development. After preliminary eligibility determination, no decision to approve an application shall be made until information provided on the application form and during subsequent interviews has been collected and any necessary follow-up interviews have been performed.

HUD requires KCDC to use verification methods in the following order:

1. Upfront-Income Verification (UIV)

- a. Using HUD's Employment Income Verification (EIV) system for existing residents as it is not available for applicants. EIV information may be used as the sole verification of Social Security Income);

2. Upfront Income Verification (UIV) Non-EIV Resources

- a. The Work Number
- b. State benefit systems (DHS verification of Temporary Assistance of Needy Families (TANF, Child Support systems, etc.);

3. Third-Party Written Verification from the Source or (Tenant-provided verification)

- a. An original or authentic document generated by a third-party source dated within 120 days of the received by KCDC. For fixed-income sources, a statement for the appropriate benefit year is acceptable documentation. KCDC may also accept third-party verification directly from the verification source. For example, KCDC may obtain verification of disability directly from a medical provider (physician, physical therapist, etc.) or may accept a letter provided by the provider to the resident;
- b. Pay stubs (4-6 consecutive, regardless of pay period)
- c. Social Security Administration Benefit Letter
- d. Child Support (Court order)
- e. Unemployment Notice

4. EIV Income Report with Self-Certification (Employment or Unemployment Income)

- a. The EIV Income Report may be used to verify and calculate income if the family self-certifies that the amount is accurate and representative of current income. KCDC will provide the family of a copy of the information from EIV.

5. Written Third-Party Written Verification Form (as appropriate)

- a. KCDC may submit an Employer's Report directly to an employer to obtain verification of income.

6. Oral Verification

- a. If the previous verification methods have been unsuccessful, and these attempts have been documented, KCDC has the option of accepting oral verification over the telephone or internet. When verifying information by phone, or internet, KCDC must record and document the applicant's/tenant's file with the following information:
 - i. Third-party's name, position and contact information;
 - ii. Information reported by the third-party individual;
 - iii. Name of the person who conducted the telephone/internet interview; and
 - iv. Date and time of the call.

7. Family Self-Certification

- a. When verification methods 1-6 above have been unsuccessful a self-certification from the household member will be accepted. The applicant/tenant file will be documented to show management attempted other acceptable verification has been attempted before solely relying on self-certification.

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 Annual Recertifications and Interim Recertifications as well as for new move-ins approximately 90 days after move-in date. Third-party verification will be obtained for assets more than \$50,000. (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 \$50,000, KCDC will accept self certification as verification. When the family has net family assets in excess of \$50,000, KCDC will obtain supporting third-party documentation (e.g. bank statements) from the family to confirm the assets. If a family has verified net family assets that exceed \$100,000, either at application or at annual recertification, the family is no longer eligible for housing assistance.

KCDC has implemented the following Streamlining processes.

- 1. Streamlined Determination of Fixed Income:** At move-in and at least every three years, KCDC will verify income from any fixed income source using verification methods described above. In Year 2 and in Year 3, KCDC will apply any published/documented Cost of Living Adjustment (COLA) or Fixed Percentage Increase to the previous year's fixed income amount.
- 2. Streamlined Verification of Assets:** When the net cash value of assets is at or below the current asset threshold established by HUD (\$50,000 in 2024, but subject to annual adjustment by HUD), At move-in and at least every three years, KCDC will verify the cash value of assets that are not specifically excluded and will verify the income from

those assets when possible. In Year 2 and in Year 3, KCDC will conduct such verification only if the net cash value of all family assets exceeds the current Asset Threshold. If the net cash value of all family assets (except those specifically excluded), is equal to or less than the current Asset Threshold, KCDC will accept the family's witnessed self-certification providing the net cash value of assets not specifically excluded and any known income from those assets.

3. **Streamlined Certification for Fixed Income Family:** When 90% or more of the total annual income is derived from a fixed income source (Social Security, Pension, Annuity, etc.), at move-in and at least every three years, KCDC will verify the cash value of assets that are not specifically excluded as well as any fixed income amounts that are not fixed. In Year 2 and Year 3, KCDC will apply Streamlined Determination of Fixed Income and Streamlined Verification of Assets. KCDC will accept self-certification of amounts that are not fixed or KCDC will use the amount of income that is not fixed on the most recent 50059 in effect at the time of any certification interview.
4. **Streamlining will not be utilized if any member of the family has received a lease violation for failing to fully and accurately report income information or if any member of the family has been required to return an improper payment to the Department of Housing and Urban Development.**
5. **KCDC will not accept self-certification of assets at move-in; only at annual recertification.**

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 policies 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 in compliance with HUD rules. 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

Note: Applicants whose Total Tenant Payment (TTP) amount meets or exceeds the current HUD-approved Contract Rent amount for their elected unit size will not be eligible for assistance and their application will be rejected. (Refer to Section 6.0 "Eligibility for Admission")

A. 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. Residents who have experienced a hardship may request to 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, whichever is lower) 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.

- D. Earned Income Disregard/Disallowance** – (At the time of conversion from Low Income Public Housing to RAD/PBRA) – For existing tenants benefiting from exclusion of income for rent calculation purposes, they will be allowed to continue participation in the program until such time the allowance period (24-months) ends or there is a break in employment; whichever occurs first.

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, and is due at the time of lease signing.

In the event an applicant is unable to pay the full security deposit at lease signing, staff will allow the household to remain on the waiting list without losing their position on the waiting list and offer the unit to the next qualified applicant. After the second housing offer and inability to pay the full security deposit the application will be withdrawn.

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. HUD Requirements

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 and valuation of assets exceeding \$50,000, gifts, 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 10th day of the 11th month prior to the recertification anniversary date, the tenant may be charged market rent and termination of tenancy notice (eviction) issued 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. Initial Notice of Recertification

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. Resident Non-Compliance

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

Residents are required to report changes, between Annual Recertifications, based on requirements outlined in the HUD Model Lease.

- 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. All new family members must be approved through the screening process before they can move into the unit. Failure to notify management before an individual is added to the household is a material lease violation and will result in termination of tenancy;
 3. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment;
 4. Addition of new minors must be reported as quickly as possible in order for the family to begin receiving the appropriate dependent deduction.
 5. The family's earned income increases by 10% or more per month;
 6. A household member has been assigned a new Social Security number; or
 7. Any household member enrolling as a student (full-time or part-time).
- B.** Residents may request an Interim Recertification due to 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. If decreases in earned income are equal to or greater than 10% or more KCDC must complete an Interim Recertification;

2. If decreases in benefits are equal to or greater than 10% or more KCDC must complete an Interim Recertification;
3. Increases in allowances such as medical expenses or child care;
4. Other changes affecting the TTP, such as a family member who attains the age of 62, or a family member becoming disabled.

KCDC will decline to create an Interim Recertification if the family's annual adjusted income has not decreased by an amount less than 10% of the family's current annual adjusted income.

If the change is not related to earned income, and results in an income increase of the family's adjusted annual income of 10% or more, KCDC will complete an Interim Recertification adjusting rent. If the reported change includes an increase in earned income, but an Interim Recertification reducing earned income has not been completed since the last Annual Recertification, KCDC will document the file, but will not recalculate rent.

- C.** When reporting changes in income and/or family composition, the resident must provide all requested documentation to substantiate the change.
 1. When a family member is being removed from the household, and this action results in a decrease in the family's annual adjusted income, KCDC must create an Interim Recertification to remove the family member as well as all income, assets, and deductions associated with the family member being removed.
 2. When a family member is being removed from the household, and this action results in an increase in the family's annual adjusted income, KCDC will create an Interim Recertification only if the changes result in an increase of annual adjusted income greater than 10%.
- 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.

H. Fraud/Misrepresentation

If an owner suspects a resident has inaccurately supplied or misrepresented information that affects the rent or a family's eligibility, KCDC must investigate and document the resident file.

- If the resident meets with KCDC to discuss the error, and KCDC is convinced the submissions were correct, KCDC will document the file accordingly and close the investigation.
- If, after meeting the resident, KCDC determines the provision of inaccurate information was an unintentional program violation, KCDC will correct the rent calculation, if applicable, and provide the tenant with notice of the change in rent. If the resident received an improper payment, the resident will be required to return that improper payment, in compliance with the HUD Model Lease.
- If the resident is unable to repay the full amount, KCDC and the resident may enter into a repayment agreement.
- If, after the income adjustment, the family no longer qualifies for assistance, the family may remain in the property subject to making repayments and paying market rent.
- KCDC may terminate tenancy if the resident refuses to pay any new monthly rent or refuses to repay the previously overpaid subsidy (improper payment) pursuant to any Repayment Agreement.
- KCDC may terminate tenancy if the resident refuses to enter into a Repayment Agreement if such option is offered.
- If necessary, civil action may be filed to recover the funds.
- If KCDC determines the resident knowingly provided inaccurate or incomplete information, and this can be substantiated through documentation, KCDC will pursue the incident as fraud.

I. Errors Caused by KCDC, Service Bureau or Software

If KCDC determines an error was made and the family's income was over-reported, KCDC must complete corrections to the prior certification(s) affected by the income change. Once the corrections have been made, KCDC must determine the difference between the amount of rent paid and the rent that should have been paid.

- KCDC will request a meeting with the resident to discuss the error;
- KCDC will prepare corrections or new certifications that must be signed by all family members;
- KCDC will provide the family with written notification, which includes:
 - A notice of the change in rent, effective retroactively to when the error occurred;
 - The new monthly rent the resident is required to pay;
 - The amount of the overpayment of rent due; and
 - A form used by the resident's choosing whether to:
 - Receive a full refund; or
 - Apply the overpayment to future monthly rent payments.
 - Any credit will be applied to any outstanding rent payments before calculating the amount due to the resident.

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. A 30-Day Termination of Tenancy notice will be issued no later than 14 days after the first of each month 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 a pet in their apartment. 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 a notice to vacate the unit or currently under eviction. 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 (this amount is subject to annual adjustment for inflation by HUD) 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. No household under eviction may add household members to the Lease.

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 HOUSEHOLD SPLIT

In some cases, a household may split. A Split Household is defined as one assisted household becoming two or more assisted households.

This happens when one or more household members move out of the unit in to a new unit. Some of the original household members remain in the original unit.

When this happens, those members establishing a “new” household must complete new application documents and submit to the KCDC.

The “new” household must be eligible and must meet all screening requirements. The resident selection plan in effect at the time of the final eligibility determination will be used.

22.1 HOUSEHOLD SPLIT – SECURITY DEPOSITS

If the household “splits” and one or more residents remain in the original unit, the original security deposit will remain with the original unit and a new security deposit will be collected for the new unit.

23.0 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.

24.0 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 (smokeless 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.

25.0 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
- 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%	Valley Oaks	80%
Nature's Cove	80%	Five Points Family Multiplexes	80%
Mechanicsville	80%	Passport	80%
Montgomery Village	80%		

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
Mechanicsville	No	No	Yes	Yes	No	No
Montgomery Village	No	Yes	Yes	Yes	Yes	Yes
Valley Oaks	No	No	Yes	No	No	No
Five Points Family Multiplexes	No	No	Yes	Yes	No	No
Passport	No	No	Yes	Yes	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 KCDC 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 KCDC 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 KCDC'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 KCDC 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 1-94, 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 KCDC

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 KCDC’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 KCDC 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 KCDC. 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 KCDC.

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 (RHIIP), 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 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 KCDC.

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 KCDC. 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 KCDC 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 KCDC 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 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 assistance is not terminated solely because the person is a victim of a VAWA crime.

Being a victim of a VAWA crime is not a 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 KCDC 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 may:

- Complete a VAWA Request Form provided by the KCDC
- 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 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. 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 resident via mail may place the victim at risk, (e.g., the accused perpetrator may monitor the mail). KCDC will work with the resident in making acceptable delivery arrangements.

Option 2:

Alternatively, if the 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 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, 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 KCDC 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: _____

KCDC 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 a resident 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.

KCDC 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.

On March 15, 2022, President Biden signed into law the Consolidated Appropriations Act of 2022, which included the Violence Against Women Act Reauthorization of 2022 (“VAWA 2022”). VAWA 2022, reauthorizes, amends, and strengthens VAWA by adding to and not replacing existing housing protections for survivors.

The Reauthorization Act of 2022 revises definitions of “Domestic Violence” and adds the definitions of Economic Abuse and Technological Abuse. The statutory definitions are as follows:

Domestic Violence

The term ‘domestic violence’ includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person, who:

- Is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
- Is cohabitating, or who has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Economic Abuse

The term “economic abuse”, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or maintain economic resource to which they are entitled, including using coercion, fraud, or manipulation to:

- Restrict a person’s access to money, assets, credit, or financial information;
- Unfairly use a person’s personal economic resources, including money, assets, and credit, for one’s own advantage; or
- Exert undue influence over a person’s financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has fiduciary duty.

Technological Abuse

The term “technological abuse” means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Nonretaliation

KCDC will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

KCDC shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

KCDC, residents, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
2. Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by governmental entities. Prohibited penalties include:
 - a. Actual or threatened assessment of monetary or criminal penalties, fines or fees.
 - b. Actual or threatened eviction.
 - c. Actual or threatened refusal to rent or renew tenancy.
 - d. Actual or threatened refusal to issue occupancy permit or landlord permit.
 - e. Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

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 KCDC 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 evict or terminate assistance to a resident 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, 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 residents in determining whether to evict or terminate assistance.

The VAWA does not limit KCDC’s authority to terminate assistance to or evict a resident under a covered housing program when KCDC can demonstrate an actual and imminent threat (to other residents or those employed at or providing service to property of the covered housing provider) would be present if that resident 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 specific 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 related to relocation:

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 KCDC.

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.

Residents 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 (internal transfer).

Regardless of whether the resident is applying for an internal VAWA Emergency Transfer or an external VAWA Emergency Transfer, residents 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 should understand that they may also be subject to other screening requirements set forth by KCDC guidelines responsible for the other property.

The resident 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.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

TENANT SELECTION AND ASSIGNMENT PLAN FOR PROJECT-BASED RENTAL ASSISTANCE/LOW-INCOME HOUSING TAX CREDIT ELDERLY/DISABLED PROPERTIES

DRAFT

IMPLEMENTED: 03/31/2024

EFFECTIVE: 07/01/2024



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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 program eligibility, 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 (KCDC) and a resident or applicant is a business relationship.

A courteous and businesslike attitude is required from both parties. The KCDC 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 KCDC 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 KCDC) 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 KCDC.

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 KCDC.

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 admit an applicant with a voucher to a unit with Section 8 assistance to those individuals who are a current Section 8 Housing Choice Voucher participant with an issued voucher.

If KCDC 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 multifamily 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 and/or Low-Income Housing Tax Credit Programs will be required to complete a pre-application for housing assistance via KCDC's Applicant Portal at 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.

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) determination of eligibility; (4) where applicable, the date of the assignment to a dwelling unit and identification of the property assigned; (5) 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 wishing to request a paper application packet or assistance in completing an application online 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 or income. For instances of family composition changes, placement on the site-based

waiting list(s) will be based on the date of the new determination of family composition in place of the original application date.

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 household's Total Tenant Payment (TTP) based on verified income does not exceed the current HUD-approved Contract Rent for the appropriate bedroom size.
3. The Housing Opportunities Through Modernization Act (HOTMA) states a unit may not be rented, and assistance may not be provided, either initially or upon annual recertification of family income, to any family if the net family assets (as defined in subsection 5.603) exceed the current Asset Cap established by HUD - \$100,000.00 in 2024 (certain assets are excluded). This cap may be adjusted annually in accordance with a commonly recognized inflationary index, as determined by HUD.
 - a. The following assets will be excluded from the calculation when determining the net cash value of assets. The cash value of:
 - i. ABLE Account;
 - ii. Amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty that resulted in a member of the family being disabled;
 - iii. Value of any Coverdell Education Savings Account or any qualified tuition program under Section 529;
 - iv. Family Self-Sufficiency (FSS) Accounts;
 - v. Interest in Indian trust land;
 - vi. Irrevocable Trust;
 - vii. Necessary Personal Property;
 - viii. Non-necessary Personal Property as long as the net cash value does not exceed HUD's Asset Threshold (\$50,000 in 2024 but subject to annual adjustment);
 - ix. Revocable Trusts when no one in the family (living in the unit) controls the trust;
 - x. Requirement Accounts as defined by the IRS;

- xi. Real property when the family does not have legal authority to sell such property;
 - xii. Equity in property for which a family receives Housing Choice Voucher Homeownership assistance from a Public Housing Authority;
 - xiii. Equity in a manufactured home where the family receives Section 8 tenant-based assistance; or
 - xiv. Other assets as announced by HUD through Federal Register Notice.
4. The household's cash value of assets must not exceed \$100,000. This cap will be annually adjusted for inflation in accordance with a commonly recognized inflationary index, as determined by HUD.
 5. The Housing Opportunities Through Modernization ACT (HOTMA) provides families cannot receive assistance if they have a present ownership interest in, legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy as a residence that is located in the jurisdiction in which the property is located. This includes, but is not limited to a home, condominium, townhome, duplex, mobile home, etc. This restriction does not apply if:
 - a. Exceptions to this requirement include:
 - i. The property is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the person resides in the jointly owned property;
 - ii. The property is not large enough for the size of the family;
 - iii. If there are any disabled family members, the home does not provide for the disability-related needs (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
 - iv. The property is currently offered for sale. Under this proposed rule, in order to demonstrate that a family is offering property for sale, KCDC may require the family provide evidence the property has been listed for sale;
 - v. The property is considered unsafe to reside in when the property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied;
 - vi. The family may not reside in the property under State or local laws of the jurisdiction where the property is located;
 - vii. The property is owned by a survivor of a VAWA crime (domestic violence, dating violence, sexual assault, stalking) and such status prevents access to or use of the home or there is a possibility the survivor could be in imminent danger if the survivor attempted to access the home;
 - viii. The property is located so that the distance or commuting time between the property and the family's place of work or a family member's educational institution would create a hardship for the family as determined by KCDC;
 - ix. The property is a manufactured home for which the family is receiving Section 8 tenant-base assistance;
 - x. The family receives homeownership assistance from a Public Housing Authority; or
 - xi. The property is part of an irrevocable trust.
 6. Elderly: The household must be an elderly family which means a family whose head, spouse or sole member is a person who is at least 62 years of age at the time of initial occupancy. Please refer to Appendix (F) for a complete list of elderly definitions.
 7. Disabled: A family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with

disabilities living with one or more live-in aides. Please refer to Appendix (G) for a complete list of disabled definitions.

8. Non-Elderly Disabled Family: A nonelderly disabled (handicapped) family means a disabled family in which the head of the family (and spouse, if any) is less than 62 years of age at the time of the family's initial occupancy of a project.
9. 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 KCDC created verification documents prior to receiving assistance.
10. 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.
11. An applicant must agree to pay the rent required by the program under which the applicant will receive assistance.
12. Only U.S. citizens or eligible non-citizens may receive assistance (See additional information below and in Appendix C).
13. 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), with the exception of foster children and foster adults.
14. The household size must be appropriate for the available apartments (See Occupancy Standards – Appendix A).
15. 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 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 KCDC 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.

Note: The \$480 deduction amount is subject to annual adjustment for inflation by HUD.

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. **Remaining member of a tenant family** - provided they meet all other eligibility requirements.
- B. Student Status/Admission of College Students** – For properties that are layered with LIHTC & PBRA/RAD, management must determine a student’s eligibility for **both** programs at Move-in, Annual Recertification, Initial Certification, and at the time of an Interim Recertification if the family reports that a household member’s student status has changed.

IRS guidance states for the LIHTC Program, 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.

PBRA guidance states student eligibility is determined at Move-in, Initial Certification, at each Annual Recertification, and at the time of an Interim Recertification if the family reports a household member has had a change in student status since the last certification.

If an applicant or resident is a student, the following criteria must be met in order for that student to be considered eligible:

- The individual must be of legal contract age under state law.
- The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
- The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student.

Independent Student – To be classified as an independent student, the individual must meet one or more of the following criteria:

- Be at least 24 years old by December 31 of the aware year for which aid is sought;
- Be an orphan or a ward of the court through the age of 18;
- Be a veteran of the U.S. Armed Forces;
- Have legal dependents other than a spouse (dependent children or elderly dependent parent);
- Be a graduate or professional student;
- Be married;
- Be a vulnerable youth as defined by HUD and the Department of Education.

The individual must obtain a certification of the amount of financial assistance that will be provided by parents, guardians, or others signed by the individual providing the

support. The financial assistance provided by persons not living in the unit is part of Annual Income and must be verified to determine eligibility and at each subsequent certification.

A student who is otherwise eligible and meets screening requirements is eligible for assistance if the student meets the criteria below. Section 8 assistance shall be provided to any individual who is enrolled as either a part-time or full-time student at an institution of higher education for purposes of obtaining a degree, certificate or other program leading to a recognized education credential; when the student:

- Is living with his/her parents who are receiving Section 8 assistance;
- Is individually eligible to receive Section 8 assistance and has parents who are income eligible to receive Section 8 assistance;
- Is a graduate or professional student;
- Is a veteran of the United States military or is an active member of the United States military;
- Is married;
- Has a dependent other than a spouse (e.g., dependent child);
- Is at least 24 years of age;
- Is a person with disabilities, as such term is defined in section 3(b)(3) of the 1937 Act and was receiving assistance under Section 8 of the 1937 Act as of November 30, 2005;
- Is classified as Vulnerable Youth; a student meets HUD's definition of a vulnerable youth when:
 - The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
 - The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
 - The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et. seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by:
 - A local education agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act;
 - The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
 - The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
 - A financial aid administrator; or
- The individual is a student for whom a financial aid administrator makes a determination of independence by reason of other unusual circumstances.

If a student does not meet the eligibility criteria above, but can provide independence from parents under HUD rules, then the student would meet HUD's student eligibility criteria.

Management staff will be able to provide additional information about proving independence from parents.

If an ineligible student applies for or is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated.

Student Financial Assistance: Student financial assistance that is not specifically excluded will be included as part of the family's Annual Income unless the student is the Head-of-Household, Co-Head-of-Household or spouse and is over 23 years of age (24 years of age with a dependent child). Student loans are not considered.

Financial assistance that is provided through a qualified Coverdell Education Savings Account (ESA) or other qualified ESA, is **excluded** when determining Annual Income for the family.

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 and other qualified fees, is **included** as unearned annual income. Student financial assistance that exceeds tuition and other covered fees is **excluded** if the student is the Head of Household, Co-Head, Spouse AND is 24 years of age or older AND has a dependent child (as defined by HUD).

Student financial assistance that is provided by persons not living in the unit is not part of annual income if the student meets the Department of Education's definition of "vulnerable youth".

Covered fees include tuition, books, supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and fees required and charged to a student by an institution of higher education (as defined under section 102 of the Higher Education Act of 1965). For a student who is not the Head-of-Household, Co-Head-of-Household or spouse, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and is not residing in an assisted unit.

Student financial assistance means a grant or scholarship received from the Federal government; a State, Tribe or local government, a private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3), another private source such as a business entity (e.g., corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity), or an institution of higher education.

Student financial assistance does not include any assistance that is excluded by regulation (for non-section 8 exclude financial assistance provided through Section 479B of the Higher Education Act (HEA) of 1965 that exceeds tuition and other covered fees or money provided through any Coverdell Education Savings Account (ESA) or like ESA), financial support provided to the student in the form of a fee for services

performed (e.g., a work study or teaching fellowship that is not excluded by regulation, gifts including gifts from family or friends, or loans.

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 as unearned annual income. Student financial assistance that exceeds tuition and other covered fees is excluded if the student is: the Head of Household, Co-Head, Spouse AND is 24 years of age or older AND has a dependent child (as defined by HUD).

Student financial assistance means a grant or scholarship received from the Federal government; a State, Tribe or local government, a private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3), another private source such as a business entity (e.g., corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity), or an institution of higher education.

Student financial assistance does not include any assistance that is excluded by regulation (for non-section 8 exclude financial assistance provided through Section 479B of the Higher Education Act (HEA) of 1965 that exceeds tuition and other covered fees or money provided through any Coverdell Education Savings Account (ESA) or like ESA), financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded by regulation, gifts including gifts from family or friends, or loans.

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 60% 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;
- IRS Form 1099;
- Retirement benefit letter;
- Life insurance policy; or
- 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 KCDC 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.

If, at the time a unit becomes available, all non-exempt household members have not provided adequate documentation necessary to verify Social Security Numbers, the next eligible applicant family must be offered the available unit.

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 KCDC 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.

Beginning January 1, 2024, or when HUD releases an updated 9887/9887A forms, all applicants must sign these forms at move-in. After an applicant or resident has signed and submitted the 9887/9887A there is no requirement to sign and submit subsequent forms except under the following circumstances:

- When a new member is added to the unit if:
 - The new member is 18 years of age or older, or
 - The new member is the Head-of-Household, Co-Head-of-Household or spouse; regardless of age;
- When a member of the family turns 18 years of age; and
- As required by HUD in administrative instructions.

These consent forms contain provisions authorizing HUD and KCDC to obtain necessary information for verification of an application or to maintain a family's assistance, including income information and tax return information. The executed consent forms will remain effective until the family is denied assistance, or the assistance is terminated. If a family leaves a HUD program (moves out), the family's assistance is considered to be terminated and the signed consent form will no longer be in effect.

Any adult member of the family may provide a written notification to KCDC to revoke consent. Doing so will make the family ineligible and housing assistance will be terminated immediately. Termination will be completed in accordance with the HUD lease and HUD guidance. The resident will be provided with a 30-Day Notice of Rent Increase as required.

If subsequently, the family wishes to reapply for assistance, and when such assistance is available, the Head-of-Household, Co-Head-of-Household or spouse and all adult members will be required to submit the 9887 documents with any documentation required to determine eligibility. Failure to do so will result in denial of assistance under HUD's program rules.

When a minor in the unit turns 18, he/she will have 30-days to meet with management staff and sign appropriate forms. Failure to do so will result in termination of assistance for the entire household.

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 consent forms as required, Management must deny assistance and admission to the entire family. For current residents, assistance will be terminated resulting in the family being charged market rent and a termination of tenancy (eviction) notice will be issued.

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 Policy.

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 period 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 at least, 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, or who is currently on, 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 (landlord verification) 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 National, State, 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.

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 within the last three years (e.g. illegal manufacture, sale, distribution, use of or pattern of abuse of alcohol) or currently engaged in illegal drug use, 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. 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;
- I. 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.);

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

6.5 INELIGIBILITY NOTIFICATION/INFORMAL REVIEW/INFORMAL HEARING

- 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 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 apply to all properties for which they are 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 electronically in accordance with the following guidelines:

1. The application will be considered a permanent file;
 2. All applications will be maintained in order of bedroom size 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, and income category.
- 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 eligibility standards;
4. Applicant does not meet occupancy standards;
5. Applicant is rejected for any reason described in this plan;
6. Applicant receives and accepts an offer of housing;
7. The unit that is needed – using household size as the basis – has changed, and no appropriate size/type unit exists in the property; or
8. 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 List based on the date and time of application. The following preference applies within each bedroom size category.
1. **Former/Current KCDC Residents as Assigned by KCDC** - This preference only 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. **Government Action/Involuntarily Displaced** – 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.

Special consideration for existing tenants 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** – Families will be offered housing based on the date and time of their application within each bedroom size.

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 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.
2. 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 as long the household composition meets occupancy standards.
3. KCDC will always make every effort to provide a bedroom for children separate from their parent(s).
4. Foster adults and/or foster children will not be required to share a bedroom with family members.
5. Live-in aides will get a separate bedroom. Children of live-in aides will not receive a separate bedroom.
6. 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. Provide information and referral services that link residents to supportive services, such as child care, job training and placement programs, and case management;
2. 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 before moving to the next qualified applicant on

the waiting list. The date of offer and the family's decision must be documented in the application 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 site-based waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects an offer of a suitable unit without good cause, the application for the specific property will be withdrawn.

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 eligibility, admission, and level of benefits prior to admission set forth by the Department of Housing and Urban Development. After preliminary eligibility determination, no decision to approve an application shall be made until information provided on the application form and during subsequent interviews has been collected and any necessary follow-up interviews have been performed.

HUD requires KCDC to use verification methods in the following order:

1. Upfront-Income Verification (UIV)

- a. Using HUD's Employment Income Verification (EIV) system for existing residents as it is not available for applicants. EIV information may be used as the sole verification of Social Security Income);

2. Upfront Income Verification (UIV) Non-EIV Resources

- a. The Work Number
- b. State benefit systems (DHS verification of Temporary Assistance of Needy Families (TANF, Child Support systems, etc.);

3. Third-Party Written Verification from the Source or (Tenant-provided verification)

- a. An original or authentic document generated by a third-party source dated within 120 days of the received by KCDC. For fixed-income sources, a statement for the appropriate benefit year is acceptable documentation. KCDC may also accept third-party verification directly from the verification source. For example, KCDC may obtain verification of disability directly from a medical provider (physician, physical therapist, etc.) or may accept a letter provided by the provider to the resident;
- b. Pay stubs (4-6 consecutive, regardless of pay period)
- c. Social Security Administration Benefit Letter
- d. Child Support (Court order)
- e. Unemployment Notice

4. EIV Income Report with Self-Certification (Employment or Unemployment Income)

- a. The EIV Income Report may be used to verify and calculate income if the family self-certifies that the amount is accurate and representative of current income. KCDC will provide the family of a copy of the information from EIV.

5. Written Third-Party Written Verification Form (as appropriate)

- a. KCDC may submit an Employer's Report directly to an employer to obtain verification of income.

6. Oral Verification

- a. If the previous verification methods have been unsuccessful, and these attempts have been documented, KCDC has the option of accepting oral verification over the telephone or internet. When verifying information by phone, or internet, KCDC must record and document the applicant's/tenant's file with the following information:
 - i. Third-party's name, position and contact information;
 - ii. Information reported by the third-party individual;
 - iii. Name of the person who conducted the telephone/internet interview; and
 - iv. Date and time of the call.

7. Family Self-Certification

- a. When verification methods 1-6 above have been unsuccessful a self-certification from the household member will be accepted. The applicant/tenant file will be documented to show management attempted other acceptable verification has been attempted before solely relying on self-certification.

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 Annual Recertifications and Interim Recertifications as well as for new move-ins approximately 90 days after move-in date. Third-party verification will be obtained for assets more than \$50,000. (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 \$50,000, KCDC will accept self certification as verification. When the family has net family assets in excess of \$5,000, KCDC will obtain third-party supporting documentation (e.g. bank statements) from the family to confirm the assets. If a family has verified net family assets that exceed \$100,000, either at application or at annual recertification, the family is no longer eligible for housing assistance.

KCDC has implemented the following Streamlining processes.

1. **Streamlined Determination of Fixed Income:** At move-in and at least every three years, KCDC will verify income from any fixed income source using verification methods described above. In Year 2 and in Year 3, KCDC will apply any published/documented Cost of Living Adjustment (COLA) or Fixed Percentage Increase to the previous year's fixed income amount.
2. **Streamlined Verification of Assets:** When the net cash value of assets is at or below the current asset threshold established by HUD (\$50,000 in 2024, but subject to annual adjustment by HUD), At move-in and at least every three years, KCDC will verify the cash value of assets that are not specifically excluded and will verify the income from those assets when possible. In Year 2 and in Year 3, KCDC will conduct such verification only if the net cash value of all family assets exceeds the current Asset Threshold. If the net cash value of all family assets (except those specifically excluded), is equal to or less than the current Asset Threshold, KCDC will accept the family's witnessed self-certification providing the net cash value of assets not specifically excluded and any known income from those assets.
3. **Streamlined Certification for Fixed Income Family:** When 90% or more of the total annual income is derived from a fixed income source (Social Security, Pension, Annuity, etc.), at move-in and at least every three years, KCDC will verify the cash value of assets that are not specifically excluded as well as any fixed income amounts that are not fixed. In Year 2 and Year 3, KCDC will apply Streamlined Determination of Fixed Income and Streamlined Verification of Assets. KCDC will accept self-certification of amounts that are not fixed or KCDC will use the amount of income that is not fixed on the most recent 50059 in effect at the time of any certification interview.
4. **Streamlining will not be utilized if any member of the family has received a lease violation for failing to fully and accurately report income information or if any member of the family has been required to return an improper payment to the Department of Housing and Urban Development.**
5. **KCDC will not accept self-certification of assets at move-in; only at annual recertification.**

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 policies 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 in compliance with HUD rules. 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	

Note: Applicants whose Total Tenant Payment (TTP) amount meets or exceeds the current HUD-approved Contract Rent amount for their elected unit size will not be eligible for assistance and their application will be rejected. (Refer to Section 6.0 "Eligibility for Admission")

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.

D. Earned Income Disregard/Disallowance – (At the time of conversion from Low Income Public Housing to RAD/PBRA) – For existing tenants benefiting from exclusion of income for rent calculation purposes, they will be allowed to continue participation in the program until such time the allowance period (24-months) ends or there is a break in employment; whichever occurs first.

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, and is due at the time of lease signing.

In the event an applicant is unable to pay the full security deposit at lease signing, staff will allow the household to remain on the waiting list without losing their position on the waiting list and offer the unit to the next qualified applicant. After the second housing offer and inability to pay the full security deposit the application will be withdrawn.

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. HUD Requirements

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 and valuation of assets exceeding \$50,000, gifts, 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.

7. Management must conduct a recertification of family income and composition at least annually by the annual recertification anniversary date.
8. Tenants must supply the information requested by executing the Recertification Application and must provide all requested supporting documentation.
9. Tenants must sign consent forms and asset declaration forms each year.
10. 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.
11. 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.
12. 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 10th day of the 11th month prior to the recertification anniversary date, the tenant may be charged market rent and termination of tenancy notice (eviction) issued 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. Initial Notice of Recertification

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. Resident Non-Compliance

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. All new family members must be approved through the screening process before they can move into the unit. Failure to notify management before an individual is added to the household is a material lease violation and will result in termination of tenancy;
 3. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment;
 4. Addition of new minors must be reported as quickly as possible in order for the family to begin receiving the appropriate dependent deduction.
 5. The family's earned income increases by 10% or more per month;
 6. A household member has been assigned a new Social Security number; or
 7. Any household member enrolling as a student (full-time or part-time).
- 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 will be reviewed once each quarter;
 2. Decreases in benefits;
 3. Increases in allowances such as medical expenses or child care;
 4. Other changes affecting the TTP, such as a family member who attains the age of 62, or a family member becoming disabled.
- KCDC will decline to create an Interim Recertification if the family's annual adjusted income has not decreased by an amount less than 10% of the family's current annual adjusted income.
- If the change is not related to earned income, and results in an income increase of the family's adjusted annual income of 10% or more, KCDC will complete an Interim Recertification adjusting rent. If the reported change includes an increase in earned income, but an Interim Recertification reducing earned income has not been completed since the last Annual Recertification, KCDC will document the file, but will not recalculate rent.
- C.** When reporting changes in income and/or family composition, the resident must provide all requested documentation to substantiate the change.
- a. When a family member is being removed from the household, and this action results in a decrease in the family's annual adjusted income, KCDC must create an Interim Recertification to remove the family member as well as all income, assets, and deductions associated with the family member being removed.
 - b. When a family member is being removed from the household, and this action results in an increase in the family's annual adjusted income, KCDC will

create an Interim Recertification only if the changes result in an increase of annual adjusted income greater than 10%.

- 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.

H. Fraud/Misrepresentation

If an owner suspects a resident has inaccurately supplied or misrepresented information that affects the rent or a family's eligibility, KCDC must investigate and document the resident file.

- If the resident meets with KCDC to discuss the error, and KCDC is convinced the submissions were correct, KCDC will document the file accordingly and close the investigation.
- If, after meeting the resident, KCDC determines the provision of inaccurate information was an unintentional program violation, KCDC will correct the rent calculation, if applicable, and provide the tenant with notice of the change in rent. If the resident received an improper payment, the resident will be

required to return that improper payment, in compliance with the HUD Model Lease.

- If the resident is unable to repay the full amount, KCDC and the resident may enter into a repayment agreement.
- If, after the income adjustment, the family no longer qualifies for assistance, the family may remain in the property subject to making repayments and paying market rent.
- KCDC may terminate tenancy if the resident refuses to pay any new monthly rent or refuses to repay the previously overpaid subsidy (improper payment) pursuant to any Repayment Agreement.
- KCDC may terminate tenancy if the resident refuses to enter into a Repayment Agreement if such option is offered.
- If necessary, civil action may be filed to recover the funds.
- If KCDC determines the resident knowingly provided inaccurate or incomplete information, and this can be substantiated through documentation, KCDC will pursue the incident as fraud.

I. Errors Caused by KCDC, Service Bureau or Software

If KCDC determines an error was made and the family's income was over-reported, KCDC must complete corrections to the prior certification(s) affected by the income change. Once the corrections have been made, KCDC must determine the difference between the amount of rent paid and the rent that should have been paid.

- KCDC will request a meeting with the resident to discuss the error;
- KCDC will prepare corrections or new certifications that must be signed by all family members;
- KCDC will provide the family with written notification, which includes:
 - A notice of the change in rent, effective retroactively to when the error occurred;
 - The new monthly rent the resident is required to pay;
 - The amount of the overpayment of rent due; and
 - A form used by the resident's choosing whether to:
 - Receive a full refund; or
 - Apply the overpayment to future monthly rent payments.
 - Any credit will be applied to any outstanding rent payments before calculating the amount due to the resident.

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. A 30-Day Termination of Tenancy notice will be issued no later than 14 days after the first of each month 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 a pet in their apartment. 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 a notice to vacate the unit or currently under eviction. 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 (this amount is subject to annual adjustment for inflation by HUD) 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.

No household under eviction may add household members to the Lease.

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 HOUSEHOLD SPLIT

In some cases, a household may split. A Split Household is defined as one assisted household becoming two or more assisted households.

This happens when one or more household members move out of the unit in to a new unit. Some of the original household members remain in the original unit.

When this happens, those members establishing a “new” household must complete new application documents and submit to the KCDC.

The “new” household must be eligible and must meet all screening requirements. The resident selection plan in effect at the time of the final eligibility determination will be used.

22.1 HOUSEHOLD SPLIT – SECURITY DEPOSITS

If the household “splits” and one or more residents remain in the original unit, the original security deposit will remain with the original unit and a new security deposit will be collected for the new unit.

23.0 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.

24.0 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 (smokeless 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.

25.0 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
- 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
Five Points 1	60%	Eastport II	60%

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

Available Bedroom Sizes by Property

Property	1 Bedroom	2 Bedrooms
Five Points 1	Yes	Yes
Eastport II	Yes	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 KCDC 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 KCDC 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 KCDC'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 KCDC 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 KCDC

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 KCDC’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 KCDC 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 KCDC. 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 KCDC.

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 (RHIIP), 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 KCDC.

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 KCDC. 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 KCDC 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 KCDC 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 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 assistance is not terminated solely because the person is a victim of a VAWA crime.

Being a victim of a VAWA crime is not a 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 KCDC 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 may:

- Complete a VAWA Request Form provided by the KCDC
- 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 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. 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 resident via mail may place the victim at risk, (e.g., the accused perpetrator may monitor the mail). KCDC will work with the resident in making acceptable delivery arrangements.

Option 2:

Alternatively, if the 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 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, 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 KCDC 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:

KCDC 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 a resident 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.

On March 15, 2022, President Biden signed into law the Consolidated Appropriations Act of 2022, which included the Violence Against Women Act Reauthorization of 2022 ("VAWA 2022"). VAWA 2022, reauthorizes, amends, and strengthens VAWA by adding to and not replacing existing housing protections for survivors.

The Reauthorization Act of 2022 revises definitions of "Domestic Violence" and adds the definitions of Economic Abuse and Technological Abuse. The statutory definitions are as follows:

Domestic Violence

The term ‘domestic violence’ includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person, who:

- Is a current or former spouse or intimate partner of the victim, or person similarly situation to a spouse of the victim;
- Is cohabitating, or who has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Economic Abuse

The term “economic abuse”, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or maintain economic resource to which they are entitled, including using coercion, fraud, or manipulation to:

- Restrict a person’s access to money, assets, credit, or financial information;
- Unfairly use a person’s personal economic resources, including money, assets, and credit, for one’s own advantage; or
- Exert undue influence over a person’s financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has fiduciary duty.

Technological Abuse

The term “technological abuse” means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Nonretaliation

KCDC will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

KCDC shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

KCDC, residents, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
2. Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by governmental entities. Prohibited penalties include:
 - a. Actual or threatened assessment of monetary or criminal penalties, fines or fees.
 - b. Actual or threatened eviction.
 - c. Actual or threatened refusal to rent or renew tenancy.
 - d. Actual or threatened refusal to issue occupancy permit or landlord permit.
 - e. Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

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 KCDC 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 evict or terminate assistance to a resident 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, 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 residents in determining whether to evict or terminate assistance.

The VAWA does not limit KCDC's authority to terminate assistance to or evict a resident under a covered housing program when KCDC can demonstrate an actual and imminent threat (to other residents or those employed at or providing service to property of the covered housing provider) would be present if that resident 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 specific 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 related to relocation:

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 KCDC.

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.

Residents 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 (internal transfer).

Regardless of whether the resident is applying for an internal VAWA Emergency Transfer or an external VAWA Emergency Transfer, residents 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 should understand that they may also be subject to other screening requirements set forth by KCDC guidelines responsible for the other property.

The resident 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.

Appendix F – Elderly Definitions

Definition A – Elderly Family (24 CFR 5.403)

Elderly family means a family whose head, spouse or sole member is a person who is at least 62 years of age. It may include 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.

Definition B – Elderly Family (24 CFR 891.505)

Elderly families are:

1. Families of two or more persons, the head of which (or his/her spouse) is 62 years of age or older;
2. The surviving member or members of a family described in paragraph (1) living in a unit assisted under Subpart E of this part with the now deceased member of the family at the time of his/her death;
3. A single person who is 62 years of age or older; or
4. Two or more elderly persons living together or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well-being.

Definition C – Elderly Person (24 CFR 891.205)

An elderly person is:

1. A household comprised of one or more persons at least one of whom is 62 years or age or more at the time of initial occupancy.

Appendix G – Disability Definitions

Definition D – Disabled Family (24 CFR 5.403)

A disabled family is a family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

Definition E – Person with Disabilities (24 CFR 5.403)

A person with disabilities for purposes of program eligibility:

1. Means a person who:
 - a. Has a disability, as defined in 42 U.S.C. 423;
 - i. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
 - ii. In the case of an individual who has attained the age of 55 and is blind, inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time. For the purposes of this definition, the term blindness, as defined in section 416(i)(1) of this title, means central vision acuity of 20/200 or less in the better eye with use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for the purposes of this paragraph as having a central visual acuity of 20/200 or less.
 - b. Is determined, pursuant to HUD regulations, to have a physical, mental or emotional impairment that:
 - i. Is expected to be of long-continued and indefinite duration,
 - ii. Substantially impedes his/her ability to live independently, and
 - iii. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
 - c. Has a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)), i.e. a person with a severe chronic disability that
 - i. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - ii. Is manifested before the person attains age 22;
 - iii. Is likely to continue indefinitely;
 - iv. Results in substantial functional limitation in three or more of the following areas of major life activity:
 1. Self-care,
 2. Receptive and expressive language,
 3. Learning,
 4. Mobility,
 5. Self-direction,

6. Capacity for independent living, and
7. Economic self-sufficiency; and
- v. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.
2. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;
3. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
4. Means person with disabilities (individual with handicaps), as defined in 24 CFR 8.3, for purposes of reasonable accommodation and program accessibility for persons with disabilities.

Definition F – Disabled Household (24 CFR 891.305)

Disabled household means a household composed of:

1. One or more persons at least one of whom is an adult (18 years or older) who has a disability;
2. Two or more persons with disabilities living together, or one or more such persons living with another person who is determined by HUD, based upon a certification from an appropriate professional (e.g., a rehabilitation counselor, social worker, or licensed physician) to be important to their care or well-being; or
3. The surviving member or members of any household described in paragraph (1) of this definition who were living in a unit assisted under this part (Section 811 Capital Advance) with the deceased member of the household at the time of his/her death.

Definition G – Disabled Family (24 CFR 891.505)

Disabled family means:

1. Families of two or more persons the head of which (or his/her spouse) is a person with disabilities (handicapped);
2. The surviving member or members of any family described in paragraph (1) of this definition living in a unit assisted under subpart E of this part with the deceased member of the family at the time of his/her death;
3. A single person with disabilities (handicapped person) over the age of 18; or
4. Two or more person with disabilities (handicapped persons) living together, or one or more such persons living with another person who is determined by HUD, based upon a licensed physician's certificate provided by the family, to be essential to their care or well-being.

Definition H – Person with a Disability (24 CFR 891.505 and 891.305)

A person with disabilities means:

1. Any adult having a physical, mental or emotional impairment that is expected to be of long-continued and indefinite duration, substantially impedes his/her ability to live independently, and is of a nature that such ability could be improved by more suitable housing conditions.
2. A person with a developmental disability, as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(8)), i.e. a person with a severe chronic disability that:

- a. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - b. Is manifested before the person attains age 22;
 - c. Is likely to continue indefinitely;
 - d. Results in substantial functional limitation in three or more of the following areas of major life activity:
 - i. Self-care,
 - ii. Receptive and expressive language,
 - iii. Learning,
 - iv. Mobility,
 - v. Self-direction,
 - vi. Capacity for independent living; and
 - vii. Economic self-sufficiency; and
 - e. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.
3. A person with a chronic mental illness, i.e. a person who has a severe and persistent mental or emotional impairment that seriously limits his/her ability to live independently, and whose impairment could be improved by more suitable housing conditions.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

TENANT SELECTION AND ASSIGNMENT PLAN FOR PROJECT-BASED RENTAL ASSISTANCE/LOW-INCOME HOUSING TAX CREDIT FAMILY-STYLE PROPERTIES

DRAFT

IMPLEMENTED: 03/31/2024

EFFECTIVE: 07/01/2024



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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 program eligibility, 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 admit an applicant with a voucher to a unit with Section 8 assistance to those individuals who are a current Section 8 Housing Choice Voucher participant with an issued voucher.

If KCDC 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 multifamily 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 and/or Low-Income Housing Tax Credit Programs will be required to complete a pre-application for housing assistance via KCDC's Applicant Portal at 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.

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) determination of eligibility; (4) where applicable, the date of the assignment to a dwelling unit and identification of the property assigned; (5) 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 wishing to request a paper application packet or assistance in completing an application online 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 or income. For instances of family composition changes, placement on the site-based

waiting list(s) will be based on the date of the new determination of family composition in place of the original application date.

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 household's Total Tenant Payment (TTP) based on verified income does not exceed the current HUD-approved Contract Rent for the appropriate bedroom size.
3. The Housing Opportunities Through Modernization Act (HOTMA) states a unit may not be rented, and assistance may not be provided, either initially or upon annual recertification of family income, to any family if the net family assets (as defined in subsection 5.603) exceed the current Asset Cap established by HUD - \$100,000.00 in 2024 (certain assets are excluded). This cap may be adjusted annually in accordance with a commonly recognized inflationary index, as determined by HUD.
 - a. The following assets will be excluded from the calculation when determining the net cash value of assets. The cash value of:
 - i. ABLE Account;
 - ii. Amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty that resulted in a member of the family being disabled;
 - iii. Value of any Coverdell Education Savings Account or any qualified tuition program under Section 529;
 - iv. Family Self-Sufficiency (FSS) Accounts;
 - v. Interest in Indian trust land;
 - vi. Irrevocable Trust;
 - vii. Necessary Personal Property;
 - viii. Non-necessary Personal Property as long as the net cash value does not exceed HUD's Asset Threshold (\$50,000 in 2024 but subject to annual adjustment);
 - ix. Revocable Trusts when no one in the family (living in the unit) controls the trust;
 - x. Requirement Accounts as defined by the IRS;

- xi. Real property when the family does not have legal authority to sell such property;
 - xii. Equity in property for which a family receives Housing Choice Voucher Homeownership assistance from a Public Housing Authority;
 - xiii. Equity in a manufactured home where the family receives Section 8 tenant-based assistance; or
 - xiv. Other assets as announced by HUD through Federal Register Notice.
4. The household's cash value of assets must not exceed \$100,000. This cap will be annually adjusted for inflation in accordance with a commonly recognized inflationary index, as determined by HUD.
 5. The Housing Opportunities Through Modernization ACT (HOTMA) provides families cannot receive assistance if they have a present ownership interest in, legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy as a residence that is located in the jurisdiction in which the property is located. This includes, but is not limited to a home, condominium, townhome, duplex, mobile home, etc. This restriction does not apply if:
 - a. Exceptions to this requirement include:
 - i. The property is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the person resides in the jointly owned property;
 - ii. The property is not large enough for the size of the family;
 - iii. If there are any disabled family members, the home does not provide for the disability-related needs (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
 - iv. The property is currently offered for sale. Under this proposed rule, in order to demonstrate that a family is offering property for sale, KCDC may require the family provide evidence the property has been listed for sale;
 - v. The property is considered unsafe to reside in when the property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied;
 - vi. The family may not reside in the property under State or local laws of the jurisdiction where the property is located;
 - vii. The property is owned by a survivor of a VAWA crime (domestic violence, dating violence, sexual assault, stalking) and such status prevents access to or use of the home or there is a possibility the survivor could be in imminent danger if the survivor attempted to access the home;
 - viii. The property is located so that the distance or commuting time between the property and the family's place of work or a family member's educational institution would create a hardship for the family as determined by KCDC;
 - ix. The property is a manufactured home for which the family is receiving Section 8 tenant-base assistance;
 - x. The family receives homeownership assistance from a Public Housing Authority; or
 - xi. The property is part of an irrevocable trust.
 6. Elderly: The household must be an elderly family which means a family whose head, spouse or sole member is a person who is at least 62 years of age at the time of initial occupancy. Please refer to Appendix (F) for a complete list of elderly definitions.
 7. Disabled: A family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together, or one or more persons with

disabilities living with one or more live-in aides. Please refer to Appendix (G) for a complete list of disabled definitions.

8. Non-Elderly Disabled Family: A nonelderly disabled (handicapped) family means a disabled family in which the head of the family (and spouse, if any) is less than 62 years of age at the time of the family's initial occupancy of a project.
9. 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 KCDC created verification documents prior to receiving assistance.
10. 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.
11. An applicant must agree to pay the rent required by the program under which the applicant will receive assistance.
12. Only U.S. citizens or eligible non-citizens may receive assistance (See additional information below and in Appendix C).
13. 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), with the exception of foster children and foster adults.
14. The household size must be appropriate for the available apartments (See Occupancy Standards – Appendix A).
15. 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 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.

Note: The \$480 deduction amount is subject to annual adjustment for inflation by HUD.

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** - For properties that are layered with LIHTC & PBRA/RAD, management must determine a student's eligibility for **both** programs at Move-in, Annual Recertification, Initial Certification, and at the time of an Interim Recertification if the family reports that a household member's student status has changed.

IRS guidance states for the LIHTC Program, 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.

PBRA guidance states student eligibility is determined at Move-in, Initial Certification, at each Annual Recertification, and at the time of an Interim Recertification if the family reports a household member has had a change in student status since the last certification.

If an applicant or resident is a student, the following criteria must be met in order for that student to be considered eligible:

- The individual must be of legal contract age under state law.
- The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
- The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student.

Independent Student – To be classified as an independent student, the individual must meet one or more of the following criteria:

- Be at least 24 years old by December 31 of the aware year for which aid is sought;
- Be an orphan or a ward of the court through the age of 18;
- Be a veteran of the U.S. Armed Forces;

- Have legal dependents other than a spouse (dependent children or elderly dependent parent);
- Be a graduate or professional student;
- Be married;
- Be a vulnerable youth as defined by HUD and the Department of Education.

The individual must obtain a certification of the amount of financial assistance that will be provided by parents, guardians, or others signed by the individual providing the support. The financial assistance provided by persons not living in the unit is part of Annual Income and must be verified to determine eligibility and at each subsequent certification.

A student who is otherwise eligible and meets screening requirements is eligible for assistance if the student meets the criteria below. Section 8 assistance shall be provided to any individual who is enrolled as either a part-time or full-time student at an institution of higher education for purposes of obtaining a degree, certificate or other program leading to a recognized education credential; when the student:

- Is living with his/her parents who are receiving Section 8 assistance;
- Is individually eligible to receive Section 8 assistance and has parents who are income eligible to receive Section 8 assistance;
- Is a graduate or professional student;
- Is a veteran of the United States military or is an active member of the United States military;
- Is married;
- Has a dependent other than a spouse (e.g., dependent child);
- Is at least 24 years of age;
- Is a person with disabilities, as such term is defined in section 3(b)(3) of the 1937 Act and was receiving assistance under Section 8 of the 1937 Act as of November 30, 2005;
- Is classified as Vulnerable Youth; a student meets HUD's definition of a vulnerable youth when:
 - The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
 - The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
 - The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et. seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by:
 - A local education agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act;
 - The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;

- The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
- A financial aid administrator; or
- The individual is a student for whom a financial aid administrator makes a determination of independence by reason of other unusual circumstances.

If a student does not meet the eligibility criteria above, but can provide independence from parents under HUD rules, then the student would meet HUD's student eligibility criteria.

Management staff will be able to provide additional information about proving independence from parents.

If an ineligible student applies for or is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated.

Student Financial Assistance: Student financial assistance that is not specifically excluded will be included as part of the family's Annual Income unless the student is the Head-of-Household, Co-Head-of-Household or spouse and is over 23 years of age (24 years of age with a dependent child). Student loans are not considered.

Financial assistance that is provided through a qualified Coverdell Education Savings Account (ESA) or other qualified ESA, is **excluded** when determining Annual Income for the family.

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 and other qualified fees, is **included** as unearned annual income. Student financial assistance that exceeds tuition and other covered fees is **excluded** if the student is the Head of Household, Co-Head, Spouse AND is 24 years of age or older AND has a dependent child (as defined by HUD).

Student financial assistance that is provided by persons not living in the unit is not part of annual income if the student meets the Department of Education's definition of "vulnerable youth".

Covered fees include tuition, books, supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and fees required and charged to a student by an institution of higher education (as defined under section 102 of the Higher Education Act of 1965). For a student who is not the Head-of-Household, Co-Head-of-Household or spouse, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and is not residing in an assisted unit.

Student financial assistance means a grant or scholarship received from the Federal government; a State, Tribe or local government, a private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3), another private source such as a business entity

(e.g., corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity), or an institution of higher education.

Student financial assistance does not include any assistance that is excluded by regulation (for non-section 8 exclude financial assistance provided through Section 479B of the Higher Education Act (HEA) of 1965 that exceeds tuition and other covered fees or money provided through any Coverdell Education Savings Account (ESA) or like ESA), financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded by regulation, gifts including gifts from family or friends, or loans.

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 as unearned annual income. Student financial assistance that exceeds tuition and other covered fees is excluded if the student is: the Head of Household, Co-Head, Spouse AND is 24 years of age or older AND has a dependent child (as defined by HUD).

Student financial assistance means a grant or scholarship received from the Federal government; a State, Tribe or local government, a private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3), another private source such as a business entity (e.g., corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity), or an institution of higher education.

Student financial assistance does not include any assistance that is excluded by regulation (for non-section 8 exclude financial assistance provided through Section 479B of the Higher Education Act (HEA) of 1965 that exceeds tuition and other covered fees or money provided through any Coverdell Education Savings Account (ESA) or like ESA), financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded by regulation, gifts including gifts from family or friends, or loans.

- 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 60% 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;
- IRS Form 1099;
- Retirement benefit letter;
- Life insurance policy; or
- 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 KCDC 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.

If, at the time a unit becomes available, all non-exempt household members have not provided adequate documentation necessary to verify Social Security Numbers, the next eligible applicant family must be offered the available unit.

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 KCDC 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.

Beginning January 1, 2024, or when HUD releases an updated 9887/9887A forms, all applicants must sign these forms at move-in. After an applicant or resident has signed and submitted the 9887/9887A there is no requirement to sign and submit subsequent forms except under the following circumstances:

- When a new member is added to the unit if:
 - The new member is 18 years of age or older, or
 - The new member is the Head-of-Household, Co-Head-of-Household or spouse; regardless of age;
- When a member of the family turns 18 years of age; and
- As required by HUD in administrative instructions.

These consent forms contain provisions authorizing HUD and KCDC to obtain necessary information for verification of an application or to maintain a family's assistance, including income information and tax return information. The executed consent forms will remain effective until the family is denied assistance, or the assistance is terminated. If a family leaves a HUD program (moves out), the family's assistance is considered to be terminated and the signed consent form will no longer be in effect.

Any adult member of the family may provide a written notification to KCDC to revoke consent. Doing so will make the family ineligible and housing assistance will be terminated immediately. Termination will be completed in accordance with the HUD lease and HUD guidance. The resident will be provided with a 30-Day Notice of Rent Increase as required.

If subsequently, the family wishes to reapply for assistance, and when such assistance is available, the Head-of-Household, Co-Head-of-Household or spouse and all adult members will be required to submit the 9887 documents with any documentation required to determine eligibility. Failure to do so will result in denial of assistance under HUD's program rules.

When a minor in the unit turns 18, he/she will have 30-days to meet with management staff and sign appropriate forms. Failure to do so will result in termination of assistance for the entire household.

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 consent forms as required, Management must deny assistance and admission to the entire family. For current residents, assistance will be terminated resulting in the family being charged market rent and a termination of tenancy (eviction) notice will be issued.

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 Policy.

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 at least, 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, or who is currently on, 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 (landlord verification) 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 National, State, 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.

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 within the last three years (e.g. illegal manufacture, sale, distribution, use of or pattern of abuse of alcohol) or currently engaged in illegal drug use, 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. 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;
- I. 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.);
- J. 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.
 - K. Have engaged in or threatened abusive or violent behavior towards any KCDC staff or resident;
 - L. Have a household member who has ever been evicted from subsidized housing;
 - M. Have a family household member who has been terminated under the certificate or voucher program;
 - N. **Denied for Life:** Has a lifetime registration under a State sex offender registration program or conviction of manufacturing or producing methamphetamine (speed) in any federally assisted housing property

6.5 INELIGIBILITY NOTIFICATION/INFORMAL REVIEW/INFORMAL HEARING

- 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 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 apply to all properties for which they are 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 electronically in accordance with the following guidelines:

1. The application will be considered a permanent file;
2. All applications will be maintained in order of bedroom size, 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, and income category.

- 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 eligibility standards;
4. Applicant does not meet occupancy standards;
5. Applicant is rejected for any reason described in this plan;
6. Applicant receives and accepts an offer of housing;
7. The unit that is needed – using household size as the basis – has changed, and no appropriate size/type unit exists in the property; or
8. 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 List based on the date and time of application. The following preference applies within each bedroom size category.

- 1. Former/Current KCDC Residents as Assigned by KCDC** - This preference only 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. **Government Action/Involuntarily Displaced** – 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.

Special consideration for existing tenants 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 – Families will be offered housing based on the date and time of their application within each bedroom size.

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 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.
2. 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 as long the household composition meets occupancy standards.
3. KCDC will always make every effort to provide a bedroom for children separate from their parent(s).
4. Foster adults and/or foster children will not be required to share a bedroom with family members.
5. Live-in aides will get a separate bedroom. Children of live-in aides will not receive a separate bedroom.
6. 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. Provide information and referral services that link residents to supportive services, such as child care, job training and placement programs, and case management;
2. 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 before moving to the next qualified applicant on

the waiting list. The date of offer and the family's decision must be documented in the application 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 site-based waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects an offer of a suitable unit without good cause, the application for the specific property will be withdrawn.

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 eligibility, admission, and level of benefits prior to admission set forth by the Department of Housing and Urban Development. After preliminary eligibility determination, no decision to approve an application shall be made until information provided on the application form and during subsequent interviews has been collected and any necessary follow-up interviews have been performed.

HUD requires KCDC to use verification methods in the following order:

1. Upfront-Income Verification (UIV)

- a. Using HUD's Employment Income Verification (EIV) system for existing residents as it is not available for applicants. EIV information may be used as the sole verification of Social Security Income);

2. Upfront Income Verification (UIV) Non-EIV Resources

- a. The Work Number
- b. State benefit systems (DHS verification of Temporary Assistance of Needy Families (TANF, Child Support systems, etc.);

3. Third-Party Written Verification from the Source or (Tenant-provided verification)

- a. An original or authentic document generated by a third-party source dated within 120 days of the received by KCDC. For fixed-income sources, a statement for the appropriate benefit year is acceptable documentation. KCDC may also accept third-party verification directly from the verification source. For example, KCDC may obtain verification of disability directly from a medical provider (physician, physical therapist, etc.) or may accept a letter provided by the provider to the resident;
- b. Pay stubs (4-6 consecutive, regardless of pay period)
- c. Social Security Administration Benefit Letter
- d. Child Support (Court order)
- e. Unemployment Notice

4. EIV Income Report with Self-Certification (Employment or Unemployment Income)

- a. The EIV Income Report may be used to verify and calculate income if the family self-certifies that the amount is accurate and representative of current income. KCDC will provide the family of a copy of the information from EIV.

5. Written Third-Party Written Verification Form (as appropriate)

- a. KCDC may submit an Employer's Report directly to an employer to obtain verification of income.

6. Oral Verification

- a. If the previous verification methods have been unsuccessful, and these attempts have been documented, KCDC has the option of accepting oral verification over the telephone or internet. When verifying information by phone, or internet, KCDC must record and document the applicant's/tenant's file with the following information:
 - i. Third-party's name, position and contact information;
 - ii. Information reported by the third-party individual;
 - iii. Name of the person who conducted the telephone/internet interview; and
 - iv. Date and time of the call.

7. Family Self-Certification

- a. When verification methods 1-6 above have been unsuccessful a self-certification from the household member will be accepted. The applicant/tenant file will be documented to show management attempted other acceptable verification has been attempted before solely relying on self-certification.

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 Annual Recertifications and Interim Recertifications as well as for new move-ins approximately 90 days after move-in date. Third-party verification will be obtained for assets more than \$50,000. (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 \$50,000, KCDC will accept self certification as verification. When the family has net family assets in excess of \$5,000, KCDC will obtain third-party supporting documentation (e.g. bank statements) from the family to confirm the assets. If a family has verified net family assets that exceed \$100,000, either at application or at annual recertification, the family is no longer eligible for housing assistance.

KCDC has implemented the following Streamlining processes.

1. **Streamlined Determination of Fixed Income:** At move-in and at least every three years, KCDC will verify income from any fixed income source using verification methods described above. In Year 2 and in Year 3, KCDC will apply any published/documented Cost of Living Adjustment (COLA) or Fixed Percentage Increase to the previous year's fixed income amount.
2. **Streamlined Verification of Assets:** When the net cash value of assets is at or below the current asset threshold established by HUD (\$50,000 in 2024, but subject to annual adjustment by HUD), At move-in and at least every three years, KCDC will verify the cash value of assets that are not specifically excluded and will verify the income from those assets when possible. In Year 2 and in Year 3, KCDC will conduct such verification only if the net cash value of all family assets exceeds the current Asset Threshold. If the net cash value of all family assets (except those specifically excluded), is equal to or less than the current Asset Threshold, KCDC will accept the family's witnessed self-certification providing the net cash value of assets not specifically excluded and any known income from those assets.
3. **Streamlined Certification for Fixed Income Family:** When 90% or more of the total annual income is derived from a fixed income source (Social Security, Pension, Annuity, etc.), at move-in and at least every three years, KCDC will verify the cash value of assets that are not specifically excluded as well as any fixed income amounts that are not fixed. In Year 2 and Year 3, KCDC will apply Streamlined Determination of Fixed Income and Streamlined Verification of Assets. KCDC will accept self-certification of amounts that are not fixed or KCDC will use the amount of income that is not fixed on the most recent 50059 in effect at the time of any certification interview.
4. **Streamlining will not be utilized if any member of the family has received a lease violation for failing to fully and accurately report income information or if any member of the family has been required to return an improper payment to the Department of Housing and Urban Development.**
5. **KCDC will not accept self-certification of assets at move-in; only at annual recertification.**

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 policies 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 in compliance with HUD rules. 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	

Note: Applicants whose Total Tenant Payment (TTP) amount meets or exceeds the current HUD-approved Contract Rent amount for their elected unit size will not be eligible for assistance and their application will be rejected. (Refer to Section 6.0 “Eligibility for Admission”)

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.

D. Earned Income Disregard/Disallowance – (At the time of conversion from Low Income Public Housing to RAD/PBRA) – For existing tenants benefiting from exclusion of income for rent calculation purposes, they will be allowed to continue participation in the program until such time the allowance period (24-months) ends or there is a break in employment; whichever occurs first.

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, and is due at the time of lease signing.

In the event an applicant is unable to pay the full security deposit at lease signing, staff will allow the household to remain on the waiting list without losing their position on the waiting list and offer the unit to the next qualified applicant. After the second housing offer and inability to pay the full security deposit the application will be withdrawn.

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 and valuation of assets exceeding \$50,000, gifts, 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.
 - 7. Management must conduct a recertification of family income and composition at least annually by the annual recertification anniversary date.
 - 8. Tenants must supply the information requested by executing the Recertification Application and must provide all requested supporting documentation.

9. Tenants must sign consent forms and asset declaration forms each year.
10. 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.
11. 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.
12. 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 10th day of the 11th month prior to the recertification anniversary date, the tenant may be charged market rent and termination of tenancy notice (eviction) issued 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. Initial Notice of Recertification

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. Resident Non-Compliance

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. All new family members must be approved through the screening process before they can move into the unit. Failure to notify management before an individual is added to the household is a material lease violation and will result in termination of tenancy;
 3. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment;
 4. Addition of new minors must be reported as quickly as possible in order for the family to begin receiving the appropriate dependent deduction.
 5. The family's earned income increases by 10% or more per month;
 6. A household member has been assigned a new Social Security number; or
 7. Any household member enrolling as a student (full-time or part-time).
- 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. If decreases in earned income are equal to or greater than 10% or more KCDC must complete an Interim Recertification;
 2. If decreases in benefits are equal to or greater than 10% or more KCDC must complete an Interim Recertification;
 3. Increases in allowances such as medical expenses or child care;
 4. Other changes affecting the TTP, such as a family member who attains the age of 62, or a family member becoming disabled.

KCDC will decline to create an Interim Recertification if the family's annual adjusted income has not decreased by an amount less than 10% of the family's current annual adjusted income.

If the change is not related to earned income, and results in an income increase of the family's adjusted annual income of 10% or more, KCDC will complete an Interim Recertification adjusting rent. If the reported change includes an increase in earned income, but an Interim Recertification reducing earned income has not been completed since the last Annual Recertification, KCDC will document the file, but will not recalculate rent.

- C.** When reporting changes in income and/or family composition, the resident must provide all requested documentation to substantiate the change.
1. When a family member is being removed from the household, and this action results in a decrease in the family's annual adjusted income, KCDC must create an Interim Recertification to remove the family member as well as all income, assets, and deductions associated with the family member being removed.

2. When a family member is being removed from the household, and this action results in an increase in the family's annual adjusted income, KCDC will create an Interim Recertification only if the changes result in an increase of annual adjusted income greater than 10%.
- 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.

H. Fraud/Misrepresentation

If an owner suspects a resident has inaccurately supplied or misrepresented information that affects the rent or a family's eligibility, KCDC must investigate and document the resident file.

- If the resident meets with KCDC to discuss the error, and KCDC is convinced the submissions were correct, KCDC will document the file accordingly and close the investigation.
- If, after meeting the resident, KCDC determines the provision of inaccurate information was an unintentional program violation, KCDC will correct the rent calculation, if applicable, and provide the tenant with notice of the change in

rent. If the resident received an improper payment, the resident will be required to return that improper payment, in compliance with the HUD Model Lease.

- If the resident is unable to repay the full amount, KCDC and the resident may enter into a repayment agreement.
- If, after the income adjustment, the family no longer qualifies for assistance, the family may remain in the property subject to making repayments and paying market rent.
- KCDC may terminate tenancy if the resident refuses to pay any new monthly rent or refuses to repay the previously overpaid subsidy (improper payment) pursuant to any Repayment Agreement.
- KCDC may terminate tenancy if the resident refuses to enter into a Repayment Agreement if such option is offered.
- If necessary, civil action may be filed to recover the funds.
- If KCDC determines the resident knowingly provided inaccurate or incomplete information, and this can be substantiated through documentation, KCDC will pursue the incident as fraud.

I. Errors Caused by KCDC, Service Bureau or Software

If KCDC determines an error was made and the family's income was over-reported, KCDC must complete corrections to the prior certification(s) affected by the income change. Once the corrections have been made, KCDC must determine the difference between the amount of rent paid and the rent that should have been paid.

- KCDC will request a meeting with the resident to discuss the error;
- KCDC will prepare corrections or new certifications that must be signed by all family members;
- KCDC will provide the family with written notification, which includes:
 - A notice of the change in rent, effective retroactively to when the error occurred;
 - The new monthly rent the resident is required to pay;
 - The amount of the overpayment of rent due; and
 - A form used by the resident's choosing whether to:
 - Receive a full refund; or
 - Apply the overpayment to future monthly rent payments.
 - Any credit will be applied to any outstanding rent payments before calculating the amount due to the resident.

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. A 30-Day Termination of Tenancy notice will be issued no later than 14 days after the first of each month 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 a pet in their apartment. 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 a notice to vacate the unit or currently under eviction. 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.

No household under eviction may add household members to the Lease.

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 HOUSEHOLD SPLIT

In some cases, a household may split. A Split Household is defined as one assisted household becoming two or more assisted households.

This happens when one or more household members move out of the unit in to a new unit. Some of the original household members remain in the original unit.

When this happens, those members establishing a “new” household must complete new application documents and submit to the owner/agent.

The “new” household must be eligible and must meet all screening requirements. The resident selection plan in effect at the time of the final eligibility determination will be used.

22.1 HOUSEHOLD SPLIT – SECURITY DEPOSITS

If the household “splits” and one or more residents remain in the original unit, the original security deposit will remain with the original unit and a new security deposit will be collected for the new unit.

23.0 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.

24.0 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 (smokeless 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.

25.0 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
- 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
Lonsdale Homes	60%	Five Points 2	50% & 60%
North Ridge Crossing	60%	Five Points 3	60%
Vista at Summit Hill	60%	Five Points 4	60%
Western Heights (Income Averaging)	30%, 60%, 80%		

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

Available Bedroom Sizes by Property

Property	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
Lonsdale Homes	Yes	Yes	Yes	Yes	No
North Ridge Crossing	Yes	Yes	Yes	Yes	Yes
Vista at Summit Hill	Yes	Yes	Yes	No	No
Five Points 2	Yes	Yes	Yes	Yes	No
Five Points 3	Yes	Yes	Yes	No	No
Five Points 4	Yes	Yes	Yes	Yes	Yes
Western Heights	Yes	Yes	Yes	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 (RHIIP), 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 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 assistance is not terminated solely because the person is a victim of a VAWA crime.

Being a victim of a VAWA crime is not a 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 KCDC 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 may:

- Complete a VAWA Request Form provided by the KCDC
- 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 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. 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 resident via mail may place the victim at risk, (e.g., the accused perpetrator may monitor the mail). KCDC will work with the resident in making acceptable delivery arrangements.

Option 2:

Alternatively, if the 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 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, 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 KCDC 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:

KCDC 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 a resident 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.

On March 15, 2022, President Biden signed into law the Consolidated Appropriations Act of 2022, which included the Violence Against Women Act Reauthorization of 2022 ("VAWA 2022"). VAWA 2022, reauthorizes, amends, and strengthens VAWA by adding to and not replacing existing housing protections for survivors.

The Reauthorization Act of 2022 revises definitions of "Domestic Violence" and adds the definitions of Economic Abuse and Technological Abuse. The statutory definitions are as follows:

Domestic Violence

The term ‘domestic violence’ includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person, who:

- Is a current or former spouse or intimate partner of the victim, or person similarly situation to a spouse of the victim;
- Is cohabitating, or who has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Economic Abuse

The term “economic abuse”, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or maintain economic resource to which they are entitled, including using coercion, fraud, or manipulation to:

- Restrict a person’s access to money, assets, credit, or financial information;
- Unfairly use a person’s personal economic resources, including money, assets, and credit, for one’s own advantage; or
- Exert undue influence over a person’s financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has fiduciary duty.

Technological Abuse

The term “technological abuse” means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Nonretaliation

KCDC will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

KCDC shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

KCDC, residents, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
2. Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by governmental entities. Prohibited penalties include:
 - a. Actual or threatened assessment of monetary or criminal penalties, fines or fees.
 - b. Actual or threatened eviction.
 - c. Actual or threatened refusal to rent or renew tenancy.
 - d. Actual or threatened refusal to issue occupancy permit or landlord permit.
 - e. Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

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 KCDC 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 evict or terminate assistance to a resident 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, 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 residents in determining whether to evict or terminate assistance.

The VAWA does not limit KCDC's authority to terminate assistance to or evict a resident under a covered housing program when KCDC can demonstrate an actual and imminent threat (to other residents or those employed at or providing service to property of the covered housing provider) would be present if that resident 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 specific 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 related to relocation:

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 KCDC.

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.

Residents 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 (internal transfer).

Regardless of whether the resident is applying for an internal VAWA Emergency Transfer or an external VAWA Emergency Transfer, residents 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 should understand that they may also be subject to other screening requirements set forth by KCDC guidelines responsible for the other property.

The resident 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.

KNOXVILLE'S COMMUNITY DEVELOPMENT CORPORATION

TENANT SELECTION AND ASSIGNMENT PLAN

First Creek at Austin Homes

DRAFT

IMPLEMENTED: 03/31/2024

EFFECTIVE: 07/01/2024



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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 program eligibility, 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 admit an applicant with a voucher to a unit with Section 8 assistance to those individuals who are a current Section 8 Housing Choice Voucher participant with an issued voucher.

If KCDC 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 multifamily 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 First Creek at Austin Homes will be required to complete a pre-application for housing assistance via KCDC's Applicant Portal at www.kcdc.org.

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.

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) determination of eligibility; (4) where applicable, the date of the assignment to a dwelling unit and identification of the property assigned; (5) 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 wishing to request a paper application packet or assistance in completing an application online 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, or income. For instances of family composition changes, placement on the site-based waiting list(s) will be based on the date of the new determination of family composition in place of the original application date.

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 household's Total Tenant Payment (TTP) based on verified income does not exceed the current HUD-approved Contract Rent for the appropriate bedroom size.
3. The Housing Opportunities Through Modernization Act (HOTMA) states a unit may not be rented, and assistance may not be provided, either initially or upon annual recertification of family income, to any family if the net family assets (as defined in subsection 5.603) exceed the current Asset Cap established by HUD - \$100,000.00 in 2024 (certain assets are excluded). This cap may be adjusted annually in accordance with a commonly recognized inflationary index, as determined by HUD.
 - a. The following assets will be excluded from the calculation when determining the net cash value of assets. The cash value of:
 - i. ABLE Account;
 - ii. Amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty that resulted in a member of the family being disabled;
 - iii. Value of any Coverdell Education Savings Account or any qualified tuition program under Section 529;
 - iv. Family Self-Sufficiency (FSS) Accounts;
 - v. Interest in Indian trust land;
 - vi. Irrevocable Trust;
 - vii. Necessary Personal Property;
 - viii. Non-necessary Personal Property as long as the net cash value does not exceed HUD's Asset Threshold (\$50,000 in 2024 but subject to annual adjustment);
 - ix. Revocable Trusts when no one in the family (living in the unit) controls the trust;
 - x. Requirement Accounts as defined by the IRS;
 - xi. Real property when the family does not have legal authority to sell such property;
 - xii. Equity in property for which a family receives Housing Choice Voucher Homeownership assistance from a Public Housing Authority;
 - xiii. Equity in a manufactured home where the family receives Section 8 tenant-based assistance; or
 - xiv. Other assets as announced by HUD through Federal Register Notice.

4. The household's cash value of assets must not exceed \$100,000. This cap will be annually adjusted for inflation in accordance with a commonly recognized inflationary index, as determined by HUD.
5. The Housing Opportunities Through Modernization ACT (HOTMA) provides families cannot receive assistance if they have a present ownership interest in, legal right to reside in, and the effective legal authority to sell real property that is suitable for occupancy as a residence that is located in the jurisdiction in which the property is located. This includes, but is not limited to a home, condominium, townhome, duplex, mobile home, etc. This restriction does not apply if:
 - a. Exceptions to this requirement include:
 - i. The property is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the person resides in the jointly owned property;
 - ii. The property is not large enough for the size of the family;
 - iii. If there are any disabled family members, the home does not provide for the disability-related needs (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);
 - iv. The property is currently offered for sale. Under this proposed rule, in order to demonstrate that a family is offering property for sale, KCDC may require the family provide evidence the property has been listed for sale;
 - v. The property is considered unsafe to reside in when the property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied;
 - vi. The family may not reside in the property under State or local laws of the jurisdiction where the property is located;
 - vii. The property is owned by a survivor of a VAWA crime (domestic violence, dating violence, sexual assault, stalking) and such status prevents access to or use of the home or there is a possibility the survivor could be in imminent danger if the survivor attempted to access the home;
 - viii. The property is located so that the distance or commuting time between the property and the family's place of work or a family member's educational institution would create a hardship for the family as determined by KCDC;
 - ix. The property is a manufactured home for which the family is receiving Section 8 tenant-base assistance;
 - x. The family receives homeownership assistance from a Public Housing Authority; or
 - xi. The property is part of an irrevocable trust.
6. 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 KCDC created verification documents prior to receiving assistance.
7. 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.
8. An applicant must agree to pay the rent required by the program under which the applicant will receive assistance.
9. Only U.S. citizens or eligible non-citizens may receive assistance (See additional information below and in Appendix C).

10. 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), with the exception of foster children and foster adults.
11. The household size must be appropriate for the available apartments (See Occupancy Standards – Appendix A).
12. 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 - For properties that are layered with LIHTC & PBRA/RAD, management must determine a student's eligibility for **both** programs at Move-in, Annual Recertification, Initial Certification, and at the time of an Interim Recertification if the family reports that a household member's student status has changed.

IRS guidance states for the LIHTC Program, 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.

PBRA guidance states student eligibility is determined at Move-in, Initial Certification, at each Annual Recertification, and at the time of an Interim Recertification if the family reports a household member has had a change in student status since the last certification.

If an applicant or resident is a student, the following criteria must be met in order for that student to be considered eligible:

- The individual must be of legal contract age under state law.
- The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
- The individual must have established a household separate from parents or legal guardians for at least one year prior to application for occupancy or the individual meets the U.S. Department of Education's definition of an independent student.

Independent Student – To be classified as an independent student, the individual must meet one or more of the following criteria:

- Be at least 24 years old by December 31 of the aware year for which aid is sought;
- Be an orphan or a ward of the court through the age of 18;
- Be a veteran of the U.S. Armed Forces;
- Have legal dependents other than a spouse (dependent children or elderly dependent parent);
- Be a graduate or professional student;
- Be married;
- Be a vulnerable youth as defined by HUD and the Department of Education.

The individual must obtain a certification of the amount of financial assistance that will be provided by parents, guardians, or others signed by the individual providing the support. The financial assistance provided by persons not living in the unit is part of Annual Income and must be verified to determine eligibility and at each subsequent certification.

A student who is otherwise eligible and meets screening requirements is eligible for assistance if the student meets the criteria below. Section 8 assistance shall be provided to any individual who is enrolled as either a part-time or full-time student at an institution of higher education for purposes of obtaining a degree, certificate or other program leading to a recognized education credential; when the student:

- Is living with his/her parents who are receiving Section 8 assistance;
- Is individually eligible to receive Section 8 assistance and has parents who are income eligible to receive Section 8 assistance;
- Is a graduate or professional student;
- Is a veteran of the United States military or is an active member of the United States military;
- Is married;
- Has a dependent other than a spouse (e.g., dependent child);
- Is at least 24 years of age;
- Is a person with disabilities, as such term is defined in section 3(b)(3) of the 1937 Act and was receiving assistance under Section 8 of the 1937 Act as of November 30, 2005;
- Is classified as Vulnerable Youth; a student meets HUD's definition of a vulnerable youth when:
 - The individual is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court at any time when the individual was 13 years of age or older;
 - The individual is, or was immediately prior to attaining the age of majority, an emancipated minor or in legal guardianship as determined by a court of competent jurisdiction in the individual's State of legal residence;
 - The individual has been verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as such terms are defined in section 725 of the McKinney-Vento Homeless Assistance Act) (42 U.S.C. 11431 et. seq.), or as unaccompanied, at risk of homelessness, and self-supporting, by:
 - A local education agency homeless liaison, designated pursuant to the McKinney-Vento Homeless Assistance Act;
 - The director of a program funded under the Runaway and Homeless Youth Act or a designee of the director;
 - The director of a program funded under subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (relating to emergency shelter grants) or a designee of the director; or
 - A financial aid administrator; or
- The individual is a student for whom a financial aid administrator makes a determination of independence by reason of other unusual circumstances.

If a student does not meet the eligibility criteria above, but can provide independence from parents under HUD rules, then the student would meet HUD's student eligibility criteria.

Management staff will be able to provide additional information about proving independence from parents.

If an ineligible student applies for or is a member of an existing household receiving Section 8 assistance, the assistance for the household will not be prorated but will be terminated.

Student Financial Assistance: Student financial assistance that is not specifically excluded will be included as part of the family's Annual Income unless the student is the Head-of-Household, Co-Head-of-Household or spouse and is over 23 years of age (24 years of age with a dependent child). Student loans are not considered.

Financial assistance that is provided through a qualified Coverdell Education Savings Account (ESA) or other qualified ESA, is **excluded** when determining Annual Income for the family.

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 and other qualified fees, is **included** as unearned annual income. Student financial assistance that exceeds tuition and other covered fees is **excluded** if the student is the Head of Household, Co-Head, Spouse AND is 24 years of age or older AND has a dependent child (as defined by HUD).

Student financial assistance that is provided by persons not living in the unit is not part of annual income if the student meets the Department of Education's definition of "vulnerable youth".

Covered fees include tuition, books, supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and fees required and charged to a student by an institution of higher education (as defined under section 102 of the Higher Education Act of 1965). For a student who is not the Head-of-Household, Co-Head-of-Household or spouse, actual covered costs also include the reasonable and actual costs of housing while attending the institution of higher education and is not residing in an assisted unit.

Student financial assistance means a grant or scholarship received from the Federal government; a State, Tribe or local government, a private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3), another private source such as a business entity (e.g., corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity), or an institution of higher education.

Student financial assistance does not include any assistance that is excluded by regulation (for non-section 8 exclude financial assistance provided through Section 479B of the Higher Education Act (HEA) of 1965 that exceeds tuition and other covered fees or money provided through any Coverdell Education Savings Account (ESA) or like ESA), financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded by regulation, gifts including gifts from family or friends, or loans.

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 as unearned annual income. Student financial assistance that exceeds tuition and other covered fees is excluded if the student is: the Head of Household, Co-Head, Spouse AND is 24 years of age or older AND has a dependent child (as defined by HUD).

Student financial assistance means a grant or scholarship received from the Federal government; a State, Tribe or local government, a private foundation registered as a nonprofit under 26 U.S.C. 501 (c)(3), another private source such as a business entity (e.g., corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity), or an institution of higher education.

Student financial assistance does not include any assistance that is excluded by regulation (for non-section 8 exclude financial assistance provided through Section 479B of the Higher Education Act (HEA) of 1965 that exceeds tuition and other covered fees or money provided through any Coverdell Education Savings Account (ESA) or like ESA), financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded by regulation, gifts including gifts from family or friends, or loans.

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 60% 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;
- IRS Form 1099;
- Retirement benefit letter;
- Life insurance policy; or
- 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 KCDC 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.

If, at the time a unit becomes available, all non-exempt household members have not provided adequate documentation necessary to verify Social Security Numbers, the next eligible applicant family must be offered the available unit.

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 KCDC 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 consent forms as required, Management must deny assistance and admission to the entire family. For current residents, assistance will be terminated resulting in the family being charged market rent and a termination of tenancy (eviction) notice will be issued.

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 at least 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.

Any household member who is subject to, or who is currently on, 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 National, State, 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 within the last three years (e.g. illegal manufacture, sale, distribution, use of or pattern of abuse of alcohol) or currently engaged in illegal drug use, 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. 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;
- I. 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.);
- J. 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.
- K. Have engaged in or threatened abusive or violent behavior towards any KCDC staff or resident;
- L. Have a household member who has ever been evicted from subsidized housing;
- M. Have a family household member who has been terminated under the certificate or voucher program;
- N. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

6.5 INELIGIBILITY NOTIFICATION/INFORMAL REVIEW/INFORMAL HEARING

- 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 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 apply to all properties for which they are 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 electronically in accordance with the following guidelines:

1. The application will be considered a permanent file;
2. All applications will be maintained in order of bedroom size 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.

- 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 List based on the date and time of application. The following preference applies within each bedroom size category:

1. **Former/Current KCDC Residents as Assigned by KCDC** - This preference only 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. **Government Action/Involuntarily Displaced** – 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.

Special consideration for existing tenants 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** – Families will be offered housing based on the date and time of application within each bedroom size and the utilization of the above preference, if applicable.

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 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:

First Creek at Austin Bedroom Sizes		
Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	8

These standards are based on the assumption that each bedroom will accommodate no more than two (2) persons.

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.
2. 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 as long the household composition meets occupancy standards.
3. KCDC will always make every effort to provide a bedroom for children separate from their parent(s).
4. Foster adults and/or foster children will not be required to share a bedroom with family members.
5. Live-in aides will get a separate bedroom. Children of live-in aides will not receive a separate bedroom.
6. 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. Provide information and referral services that link residents to supportive services, such as child care, job training and placement programs, and case management; and
2. 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 before moving to the next qualified applicant on

the waiting list. The date of offer and the family's decision must be documented in the application 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 site-based waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects an offer of a suitable unit without good cause, the application for the specific property will be withdrawn.

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

11.0 KCDC will verify information related to waiting list eligibility, admission, and level of benefits prior to admission set forth by the Department of Housing and Urban Development. After preliminary eligibility determination, no decision to approve an application shall be made until information provided on the application form and during subsequent interviews has been collected and any necessary follow-up interviews have been performed.

HUD requires KCDC to use verification methods in the following order:

1. Upfront-Income Verification (UIV)

- a. Using HUD's Employment Income Verification (EIV) system for existing residents as it is not available for applicants. EIV information may be used as the sole verification of Social Security Income);

2. Upfront Income Verification (UIV) Non-EIV Resources

- a. The Work Number

- b. State benefit systems (DHS verification of Temporary Assistance of Needy Families (TANF, Child Support systems, etc.);
- 3. Third-Party Written Verification from the Source or (Tenant-provided verification)**
 - a. An original or authentic document generated by a third-party source dated within 120 days of the received by KCDC. For fixed-income sources, a statement for the appropriate benefit year is acceptable documentation. KCDC may also accept third-party verification directly from the verification source. For example, KCDC may obtain verification of disability directly from a medical provider (physician, physical therapist, etc.) or may accept a letter provided by the provider to the resident;
 - b. Pay stubs (4-6 consecutive, regardless of pay period)
 - c. Social Security Administration Benefit Letter
 - d. Child Support (Court order)
 - e. Unemployment Notice
- 4. EIV Income Report with Self-Certification (Employment or Unemployment Income)**
 - a. The EIV Income Report may be used to verify and calculate income if the family self-certifies that the amount is accurate and representative of current income. KCDC will provide the family of a copy of the information from EIV.
- 5. Written Third-Party Written Verification Form (as appropriate)**
 - a. KCDC may submit an Employer's Report directly to an employer to obtain verification of income.
- 6. Oral Verification**
 - a. If the previous verification methods have been unsuccessful, and these attempts have been documented, KCDC has the option of accepting oral verification over the telephone or internet. When verifying information by phone, or internet, KCDC must record and document the applicant's/tenant's file with the following information:
 - i. Third-party's name, position and contact information;
 - ii. Information reported by the third-party individual;
 - iii. Name of the person who conducted the telephone/internet interview; and
 - iv. Date and time of the call.
- 7. Family Self-Certification**
 - a. When verification methods 1-6 above have been unsuccessful a self-certification from the household member will be accepted. The applicant/tenant file will be documented to show management attempted other acceptable verification has been attempted before solely relying on self-certification.

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 Annual Recertifications and Interim Recertifications as well as for new move-ins approximately 90 days after move-in date. Third-party verification will be obtained for assets more than \$50,000. (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 \$50,000, KCDC will accept self certification as verification. When the family has net family assets in excess of \$5,000, KCDC will obtain third-party supporting documentation (e.g. bank statements) from the family to confirm the

assets. If a family has verified net family assets that exceed \$100,000, either at application or at annual recertification, the family is no longer eligible for housing assistance.

KCDC has implemented the following Streamlining processes.

1. **Streamlined Determination of Fixed Income:** At move-in and at least every three years, KCDC will verify income from any fixed income source using verification methods described above. In Year 2 and in Year 3, KCDC will apply any published/documented Cost of Living Adjustment (COLA) or Fixed Percentage Increase to the previous year's fixed income amount.
2. **Streamlined Verification of Assets:** When the net cash value of assets is at or below the current asset threshold established by HUD (\$50,000 in 2024, but subject to annual adjustment by HUD), At move-in and at least every three years, KCDC will verify the cash value of assets that are not specifically excluded and will verify the income from those assets when possible. In Year 2 and in Year 3, KCDC will conduct such verification only if the net cash value of all family assets exceeds the current Asset Threshold. If the net cash value of all family assets (except those specifically excluded), is equal to or less than the current Asset Threshold, KCDC will accept the family's witnessed self-certification providing the net cash value of assets not specifically excluded and any known income from those assets.
3. **Streamlined Certification for Fixed Income Family:** When 90% or more of the total annual income is derived from a fixed income source (Social Security, Pension, Annuity, etc.), at move-in and at least every three years, KCDC will verify the cash value of assets that are not specifically excluded as well as any fixed income amounts that are not fixed. In Year 2 and Year 3, KCDC will apply Streamlined Determination of Fixed Income and Streamlined Verification of Assets. KCDC will accept self-certification of amounts that are not fixed or KCDC will use the amount of income that is not fixed on the most recent 50059 in effect at the time of any certification interview.
4. **Streamlining will not be utilized if any member of the family has received a lease violation for failing to fully and accurately report income information or if any member of the family has been required to return an improper payment to the Department of Housing and Urban Development.**
5. **KCDC will not accept self-certification of assets at move-in; only at annual recertification.**

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.

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 policies 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

Note: Applicants whose Total Tenant Payment (TTP) amount meets or exceeds the current HUD-approved Contract Rent amount for their elected unit size will not be eligible for assistance and their application will be rejected. (Refer to Section 6.0 "Eligibility for Admission")

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.

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, and is due at the time of lease signing.

In the event an applicant is unable to pay the full security deposit at lease signing, staff will allow the household to remain on the waiting list without losing their position on the waiting list and offer the unit to the next qualified applicant. After the second housing offer and inability to pay the full security deposit the application will be withdrawn.

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 and valuation of assets exceeding \$50,000, gifts, 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.
 7. Management must conduct a recertification of family income and composition at least annually by the annual recertification anniversary date.
 8. Tenants must supply the information requested by executing the Recertification Application and must provide all requested supporting documentation.
 9. Tenants must sign consent forms and asset declaration forms each year.
 10. 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.
 11. 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.
 12. 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 10th day of the 11th month prior to the recertification anniversary date, the tenant may be charged market rent and termination of tenancy notice (eviction) issued 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. Initial Notice of Recertification

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. Resident Non-Compliance

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. All new family members must be approved through the screening process before they can move into the unit. Failure to notify management before an individual is added to the household is a material lease violation and will result in termination of tenancy;
3. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment;
4. Addition of new minors must be reported as quickly as possible in order for the family to begin receiving the appropriate dependent deduction.
5. The family's earned income increases by 10% or more per month;
6. A household member has been assigned a new Social Security number; or
7. Any household member enrolling as a student (full-time or part-time).

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. If decreases in earned income are equal to or greater than 10% or more KCDC must complete an Interim Recertification;
2. If decreases in benefits are equal to or greater than 10% or more KCDC must complete an Interim Recertification;
3. Increases in allowances such as medical expenses or child care;
4. Other changes affecting the TTP, such as a family member who attains the age of 62, or a family member becoming disabled.

KCDC will decline to create an Interim Recertification if the family's annual adjusted income has not decreased by an amount less than 10% of the family's current annual adjusted income.

If the change is not related to earned income, and results in an income increase of the family's adjusted annual income of 10% or more, KCDC will complete an Interim Recertification adjusting rent. If the reported change includes an increase in earned income, but an Interim Recertification reducing earned income has not been completed since the last Annual Recertification, KCDC will document the file, but will not recalculate rent.

- C.** When reporting changes in income and/or family composition, the resident must provide all requested documentation to substantiate the change.
- a. When a family member is being removed from the household, and this action results in a decrease in the family's annual adjusted income, KCDC must create an Interim Recertification to remove the family member as well as all income, assets, and deductions associated with the family member being removed.
 - b. When a family member is being removed from the household, and this action results in an increase in the family's annual adjusted income, KCDC will create an Interim Recertification only if the changes result in an increase of annual adjusted income greater than 10%.
- 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.

H. Fraud/Misrepresentation

If an owner suspects a resident has inaccurately supplied or misrepresented information that affects the rent or a family's eligibility, KCDC must investigate and document the resident file.

- If the resident meets with KCDC to discuss the error, and KCDC is convinced the submissions were correct, KCDC will document the file accordingly and close the investigation.
- If, after meeting the resident, KCDC determines the provision of inaccurate information was an unintentional program violation, KCDC will correct the rent calculation, if applicable, and provide the tenant with notice of the change in rent. If the resident received an improper payment, the resident will be required to return that improper payment, in compliance with the HUD Model Lease.
- If the resident is unable to repay the full amount, KCDC and the resident may enter into a repayment agreement.
- If, after the income adjustment, the family no longer qualifies for assistance, the family may remain in the property subject to making repayments and paying market rent.
- KCDC may terminate tenancy if the resident refuses to pay any new monthly rent or refuses to repay the previously overpaid subsidy (improper payment) pursuant to any Repayment Agreement.
- KCDC may terminate tenancy if the resident refuses to enter into a Repayment Agreement if such option is offered.
- If necessary, civil action may be filed to recover the funds.
- If KCDC determines the resident knowingly provided inaccurate or incomplete information, and this can be substantiated through documentation, KCDC will pursue the incident as fraud.

I. Errors Caused by KCDC, Service Bureau or Software

If KCDC determines an error was made and the family's income was over-reported, KCDC must complete corrections to the prior certification(s) affected by the income change. Once the corrections have been made, KCDC must determine the difference between the amount of rent paid and the rent that should have been paid.

- KCDC will request a meeting with the resident to discuss the error;
- KCDC will prepare corrections or new certifications that must be signed by all family members;
- KCDC will provide the family with written notification, which includes:
 - A notice of the change in rent, effective retroactively to when the error occurred;
 - The new monthly rent the resident is required to pay;
 - The amount of the overpayment of rent due; and
 - A form used by the resident's choosing whether to:
 - Receive a full refund; or
 - Apply the overpayment to future monthly rent payments.
 - Any credit will be applied to any outstanding rent payments before calculating the amount due to the resident.

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. A 30-Day Termination of Tenancy notice will be issued no later than 14 days after the first of each month 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 a pet in their apartment. 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 a notice to vacate the unit or currently under eviction. 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 HOUSEHOLD SPLIT

In some cases, a household may split. A Split Household is defined as one assisted household becoming two or more assisted households.

This happens when one or more household members move out of the unit in to a new unit. Some of the original household members remain in the original unit.

When this happens, those members establishing a “new” household must complete new application documents and submit to KCDC.

The “new” household must be eligible and must meet all screening requirements. The resident selection plan in effect at the time of the final eligibility determination will be used.

22.1 HOUSEHOLD SPLIT – SECURITY DEPOSITS

If the household “splits” and one or more residents remain in the original unit, the original security deposit will remain with the original unit and a new security deposit will be collected for the new unit.

23.0 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.

24.0 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 (smokeless 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.

25.0 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
- 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

Property	Income Limit
First Creek – Austin Homes	50% & 60%

Note: First Creek at Austin Homes is considered Section 8 (Pre-1981).

Available Bedroom Sizes

Property	1 Bedroom	2 Bedrooms	3 Bedrooms	4 Bedrooms	5 Bedrooms
First Creek – Austin Homes	Yes	Yes	Yes	Yes	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 (RHIIP), 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 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 assistance is not terminated solely because the person is a victim of a VAWA crime.

Being a victim of a VAWA crime is not a 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 KCDC 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 may:

- Complete a VAWA Request Form provided by the KCDC
- 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 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. 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 resident via mail may place the victim at risk, (e.g., the accused perpetrator may monitor the mail). KCDC will work with the resident in making acceptable delivery arrangements.

Option 2:

Alternatively, if the 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 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, 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 KCDC 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:

KCDC 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 a resident 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.

On March 15, 2022, President Biden signed into law the Consolidated Appropriations Act of 2022, which included the Violence Against Women Act Reauthorization of 2022 ("VAWA 2022"). VAWA 2022, reauthorizes, amends, and strengthens VAWA by adding to and not replacing existing housing protections for survivors.

The Reauthorization Act of 2022 revises definitions of "Domestic Violence" and adds the definitions of Economic Abuse and Technological Abuse. The statutory definitions are as follows:

Domestic Violence

The term ‘domestic violence’ includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person, who:

- Is a current or former spouse or intimate partner of the victim, or person similarly situation to a spouse of the victim;
- Is cohabitating, or who has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

Economic Abuse

The term “economic abuse”, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or maintain economic resource to which they are entitled, including using coercion, fraud, or manipulation to:

- Restrict a person’s access to money, assets, credit, or financial information;
- Unfairly use a person’s personal economic resources, including money, assets, and credit, for one’s own advantage; or
- Exert undue influence over a person’s financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has fiduciary duty.

Technological Abuse

The term “technological abuse” means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

Nonretaliation

KCDC will not discriminate against any person because that person has opposed any act or practice made unlawful by the Violence Against Women Act or because that person testified, assisted, or participated in any matter related to the Violence Against Women Act or a VAWA crime.

Noncoercion

KCDC shall not coerce, intimidate, threaten, or interfere with, or retaliate against, any person in the exercise or enjoyment of, on account of the person having exercised or enjoyed, or on account of the person having aided or encouraged any other person in the exercise or enjoyment of, any rights or protections under the Violence Against Women Act including:

1. Intimidating or threatening any person because that person is assisting or encouraging a person entitled to claim the rights or protections under the Violence Against Women Act.
2. Retaliating against any person because that person has participated in any investigation or action to enforce the Violence Against Women Act.

Protection to Report Crimes from Home

KCDC, residents, occupants, service providers, guests and applicants:

1. Shall have the right to seek law enforcement or emergency assistance on their own behalf or on behalf of another person in need of assistance; and
2. Shall not be penalized based on their requests for assistance or based on criminal activity of which they are a victim or otherwise not at fault under statutes, ordinances, regulations, or policies adopted or enforced by governmental entities. Prohibited penalties include:
 - a. Actual or threatened assessment of monetary or criminal penalties, fines or fees.
 - b. Actual or threatened eviction.
 - c. Actual or threatened refusal to rent or renew tenancy.
 - d. Actual or threatened refusal to issue occupancy permit or landlord permit.
 - e. Actual or threatened closure of the property, or designation of the property as a nuisance or a similarly negative designation.

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 KCDC 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 evict or terminate assistance to a resident 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, 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 residents in determining whether to evict or terminate assistance.

The VAWA does not limit KCDC's authority to terminate assistance to or evict a resident under a covered housing program when KCDC can demonstrate an actual and imminent threat (to other residents or those employed at or providing service to property of the covered housing provider) would be present if that resident 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 specific 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 related to relocation:

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 KCDC.

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.

Residents 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 (internal transfer).

Regardless of whether the resident is applying for an internal VAWA Emergency Transfer or an external VAWA Emergency Transfer, residents 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 should understand that they may also be subject to other screening requirements set forth by KCDC guidelines responsible for the other property.

The resident 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.