



SAN ANTONIO HOUSING AUTHORITY PUBLIC HOUSING PROGRAM

ADMISSIONS AND CONTINUED OCCUPANCY POLICY

ACOP

**Dated: April, 2013
Effective: July 1, 2013**

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

Introduction

The PHA receives its operating subsidy for the public housing program from the Department of Housing and Urban Development. The PHA is not a federal department or agency. A public housing agency (PHA) is a governmental or public body, created and authorized by state law to develop and operate housing and housing programs for low-income families. The PHA enters into an Annual Contributions Contract with HUD to administer the public housing program. The PHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation.

PHA policy must be consistent with the public housing lease and any policy documents provided to tenants, and the lease and policy documents must comply with federal and state law.

The ACOP contains policies that reflect the terms of the public housing lease. Policies on a particular topic may be included in the public housing lease, or may be a separate document incorporated in the lease by reference, such as a pet policy or transfer policy.

Because of variations in state and local landlord-tenant law, and because HUD affords PHA's wide discretion in some areas, a broad range of policies could be acceptable. Only a few of these compliant policies can be listed in the ACOP.

References Cited in the ACOP

Authority for PHA policies is derived from many sources. Primary among these sources are regulations and guidance issued by HUD. State law also directs PHA policy. State law must be followed where such law exists and does not conflict with federal regulations. In the absence of legal requirements or HUD guidance, industry practice may lead to PHA policy. Finally, the public housing lease will affect PHA policy and therefore must be consistent with federal and state laws and regulations.

HUD

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

HUD provides non-mandatory guidance to PHA's through HUD published guidebooks. Expired HUD Notices and handbooks also provide guidance for PHA policy. Following HUD guidance is optional, as long as PHA policies comply with federal law, federal regulations and mandatory policy. Because HUD has already determined that the guidance it provides is consistent with mandatory policies, PHA reliance on HUD guidance provides the PHA with a "safe harbor."

Content contained on the HUD website can provide further clarification of HUD policies. For example, FAQs on the HUD website can provide direction on the application of federal regulations to a specific pattern.

State Law

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

Industry Practice

Where no law or HUD authority exists on a particular subject, industry practice may support PHA policy. An industry practice is a way of doing things that is followed by most housing authorities.

Resources cited in the ACOP

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

Abbreviations

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

Abbreviation	Document
CFR	Code of Federal Regulations
HCV GB	Housing Choice Voucher Program Guidebook (7420.10G), April 2001.
HUD-50058 IB	HUD-50058 Instruction Booklet
PH OCC GB	Public Housing Occupancy Guidebook, June 2003.
RHIIP FAQs	Rental Housing Integrity Improvement Program (RHIIP) Frequently Asked Questions
VG	Verification Guidance, May 2010 (attachment to PIH Notice 2010-19).

Exhibits, Terms and Definitions

All exhibits, explanations and definitions of important terms can be found at the end of the ACOP, marked and labeled accordingly. Please refer to the glossary for the definition of most terms.

Resources and Where to Find Them

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

Document and Location
Code of Federal Regulations www.access.gpo.gov/nara/cfr/index/html
Earned Income Disregard FAQs www.hud.gov/offices/pih/phr/about/ao_faq_eid.cfm
Enterprise Income Verification (EIV) System PHA Security Procedures, Version 1.4, issued November 2005 http://www.hud.gov/offices/pih/programs/ph/rhiip/docs/eivsecguidepha.pdf
Executive Order 11063 http://www.hud.gov/offices/ftheo/FHLaws/EXO11063.cfm
Federal Register Http://www.access.gpo.gov/su_docs/aces/fr-cont.html
General Income and Rent Determination FAQs www.hud.gov/offices/pih/programs/ph/rhiip/faq_gird.cfm
Housing Choice Voucher Program Guidebook (7420.10G), April 2001 www.hud.gov/offices/pih/programs/hcv/forms/guidebook.cfm
HUD-50058 Instruction Booklet http://www.hud.gov/offices/pih/systems/pic/50058/pubs/ib/form50058ib.pdf
Joint Statement of the Department of Housing and Urban Development and the Department of Justice, Issued May 17, 2004 http://www.hud.gov/offices/ftheo/library/huddojstatement.pdf
Notice of Guidance to Federal Assistance Recipients Regarding Title VI, Prohibition Affecting Limited English Proficient Persons, published December 19, 2003 http://www.hudclips.org/sub_nonhud/cgi/pdf/31267.pdf
Most terms – OMB Circular A-133 http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2010
Notice PIH 2007-27 (HA), Disallowed Costs and Sanctions Resulting from On-site Monitoring Reviews http://www.hud.gov/offices/pih/publications/notices/07/pih2007-27.pdf
Notice PIH 2010-3, Verification of Social Security Numbers (SSNs) and Supplemental Security Income (SSI) Benefits http://www.hud.gov/offices/pih/publications/notices/10/pih2010-3.pdf
Notice PIH 2010-19, Administrative Guidance for Effective and Mandated Use of the Enterprise Income Verification (EIV) System http://www.hud.gov/offices/pih/publications/notices/10/pih2010-19.pdf
Notice PIH 2010-26 (HA), Nondiscrimination and Accessibility Notice http://www.hud.gov/offices/pih/publications/notices/10/pih2010-26.pdf
VAWA Final Rule http://www.gpo.gov/fdsys/pkg/FR-2010-10-27/pdf/2010-26914.pdf
Public Housing Occupancy Guidebook, June 2003 www.hud.gov/offices/pih/programs/ph/rhiip/phguidebook.cfm
Rental Housing Integrity Improvement Program (RHIP) Frequently Asked Questions www.hud.gov/offices/pih/programs/ph/rhiip/faq.cfm
Verification FAQs www.hud.gov/offices/pih/programs/ph/rhiip/faq_verif.cfm

The HUD Website is <http://www.hud.gov/index.html>.

Guidebooks, handbooks, and other HUD resources may be found at the HUDClips Website:
<http://www.hud.gov/offices/adm/hudclips/>.

PHA Vision

Create dynamic communities where people thrive.

PHA Mission

The San Antonio Housing Authority provides quality affordable housing that is well integrated into the fabric of neighborhoods and serves as a foundation to improve lives and advance resident independence.

The PHA's Commitment to Ethics and Service

As a public service agency, the PHA is committed to providing excellent service to all public housing applicants, residents, and the public. In order to provide superior service, the PHA resolves to:

- Administer applicable federal and state laws and regulations to achieve high ratings in compliance measurement indicators while maintaining efficiency in program operation to ensure fair and consistent treatment of clients serviced.
- Provide decent, safe, and sanitary housing in good repair – in compliance with program uniform physical condition standards – for very low- and low-income families.
- Achieve a healthy mix of incomes in its public housing developments by attracting and retaining higher income families and by working toward de-concentration of poverty goals.
- Encourage self-sufficiency of participant families and assist in the expansion of family opportunities which address education, socio-economic, recreational and other human service needs.
- Promote fair housing and the opportunity for very low- and low-income families of all races, ethnicities, national origins, religions, ethnic backgrounds, and with all types of disabilities, to participate in the public housing program and its services.
- Create positive public awareness and expand the level of family and community support in accomplishing the PHAs mission.
- Attain and maintain a high level of standards and professionalism in day-to-day management of all program components.
- Administer an efficient, high-performing agency through continuous improvement of the PHAs support systems and commitment to our employees and their development.

The PHA will make every effort to keep residents informed of program rules and regulations, and to advise participants of how the program rules affect them.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

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San Antonio Housing Authority
Public Housing Program
Admissions and Continued Occupancy Policy

The following policy shall be known as Admission and Continued Occupancy Policy for Public Housing (ACOP) and shall apply to all SAHA owned and operated public housing properties covered by the United States Housing Act of 1937 (42 USC 1437).

I. FAIR HOUSING AND EQUAL OPPORTUNITY

A. Nondiscrimination

The PHA will take steps to ensure that families are fully aware of all applicable civil rights laws. As part of the public housing orientation process, the PHA will provide information to public housing applicant families about civil rights requirements.

The PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

1. Title VI of the Civil Rights Act of 1964
2. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair housing Amendments Act of 1988)
3. Executive Order 11063
4. Section 504 of the Rehabilitation Act of 1973
5. The Age Discrimination Act of 1975
6. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
7. Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted.

Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. When more than one civil rights law applies to a situation, the laws will be read and applied together.

The PHA will not discriminate on the basis of any of these factors to:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the public housing program.
2. Provide housing that is different from that provided to others.
3. Subject anyone to segregation or disparate treatment.
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program.
5. Treat a person differently in determining eligibility or other requirements for admission.
6. Steer an applicant or tenant toward or away from a particular area based on any of these factors.
7. Deny anyone access to the same level of services.
8. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program.
9. Discriminate in the provision of residential real estate transactions.

10. Discriminate against someone because they are related to or associated with a member of a protected class.
11. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or exclude persons who are members of a protected class.

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

1. The PHA will attempt to remedy discrimination complaints made against the PHA.
2. The PHA will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's office of Fair Housing and Equal Opportunity (FHEO).

B. Policies Related To Persons With Disabilities

The PHA will ensure that persons with disabilities have full access to the PHAs programs and services. This responsibility begins with the first inquiry of an interested family and continues through every programmatic area of the public housing program [24 CFR 8].

The PHA will provide a notice to each tenant that the tenant may, at any time during the tenancy, request reasonable accommodation of a handicap of a household member, including reasonable accommodation so that the tenant can meet lease requirements or other requirements of tenancy [24 CFR 966.7(b)]. A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

The PHA will include a written statement offering reasonable accommodation on all actionable documents such as the intake application, reexamination documents and notices of adverse action.

The PHA will consider whether reasonable accommodation will allow the family to overcome problems related to the PHAs decision to deny or terminate assistance. If a reasonable accommodation will allow the family to meet the requirements, the PHA will make the accommodation if the accommodation is reasonable [24 CFR 966.7].

Federal regulations stipulate that requests for accommodations will be considered reasonable if they do not create an "undue financial and administrative burden" for the PHA, or result in a "fundamental alteration" in the nature of the program or service offered. A fundamental alteration is a modification to the program that alters the essential nature of the PHA operations.

C. Types of Reasonable Accommodations

When it is reasonable the PHA shall accommodate the needs of a person with disabilities. Examples include but are not limited to:

1. Permitting applications and reexaminations to be completed by mail
2. Conducting home visits

3. Permitting a higher utility allowance for the unit if a person with disabilities requires the use of specialized equipment related to the disability
4. Modifying or altering a unit or physical system if such a modification or alteration is necessary to provide equal access to a person with a disability
5. Installing a ramp into a dwelling or building
6. Installing grab bars in a bathroom
7. Installing visual fire alarms for hearing impaired persons
8. Allowing a PHA-approved live-in aide to reside in the unit if that person is determined to be essential to the care of a person with disabilities, is not obligated for the support of the person with disabilities, and would not be otherwise living in the unit
9. Providing a designated handicapped-accessible parking space
10. Allowing an assistance animal or a supportive animal
11. Permitting an authorized designee or advocate to participate in the application or certification process and any other meetings with PHA staff
12. Displaying posters and other housing information in locations throughout the PHAs office in such a manner as to be easily readable from a wheelchair

D. Request for an Accommodation

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

E. Verification of Disability

Before providing an accommodation, the PHA will determine that the person meets the definition of a person with a disability, and that the accommodation will enhance the family's access to the PHAs programs and services.

If a person's disability is obvious or otherwise known to the PHA, and if the need for the requested accommodation is readily apparent or known, no further verification will be required.

In addition to the general requirements that govern all verification efforts, the following requirements apply when verifying a disability:

1. Third-party verification must be obtained from an individual identified by the family who is competent to make the determination.
2. A doctor or other 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 may provide verification of a disability.
3. The PHA will request only information that is necessary to evaluate the disability-related need for the accommodation. The PHA may not inquire about the nature or extent of any disability.
4. Medical records will not be accepted or retained in the participant file.

F. Approval/Denial of a Requested Accommodation

After a request for an accommodation is presented, the PHA will respond in writing, within 10 business days.

SAHA will approve a request for a reasonable accommodation if all three of the following conditions are met:

1. A disabled person, or a person on behalf of the person with a disability, made the request.
2. There is a disability-related need, or nexus, for the accommodation.
3. The request is determined to be reasonable.

If the PHA denies a request for an accommodation because there is no relationship, or nexus, found between the disability and the requested accommodation, the denial notice will inform the family of the right to appeal the PHAs decision through an informal hearing (if applicable) or the grievance process.

If the PHA denies a request for an accommodation because it is not reasonable (it would impose an undue financial and administrative burden or fundamentally alter the nature of the PHAs operations), the PHA will discuss with the family whether an alternative accommodation could effectively address the family's disability-related needs without a fundamental alteration to the public housing program and/or without imposing an undue financial and administrative burden.

If the PHA believes that the family has failed to identify a reasonable alternative accommodation after interactive discussion and negotiation, the PHA will notify the family, in writing, of its determination within 10 business days from the date of the most recent discussion or communication with the family. The notice will inform the family of the right to appeal the PHAs decision through an informal hearing (if applicable) or the grievance process.

G. Program Accessibility for Persons with Hearing or Vision Impairments

To meet the needs of persons with hearing impairments, TTD/TTY (Text Telephone Display/Teletype) communication will be available along with sign language interpreters upon request.

To meet the needs of persons with vision impairments, large-print and audio versions of key program documents will be made available upon request.

H. Physical Accessibility

The PHA will comply with a variety of regulations pertaining to physical accessibility, including the following:

1. PIH 2010-2(HA), Accessibility Notice
2. Section 504 of the Rehabilitation Act of 1973
3. The Americans with Disabilities Act of 1990
4. The Architectural Barriers Act of 1968
5. The Fair Housing Act of 1988

The PHAs policies concerning physical accessibility must be readily available to applicants and resident families. They can be found in three key documents:

1. The Admissions and Continued Occupancy Policy
2. Notice PIH 2010-02(HA), Accessibility Notice
3. The Moving to Work (MTW) Plan

The design, construction, or alteration of PHA facilities must conform to the Uniform Federal Accessibility Standards (UFAS). Newly-constructed facilities must be designed to be readily accessible to and usable by persons with disabilities. Alterations to existing facilities must be accessible to the maximum extent feasible.

I. Improving Access to Services for Persons with Limited English Proficiency (LEP)

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

In order to determine the level of access needed by LEP persons, the PHA will balance the following four factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the public housing program.
2. The frequency with which LEP persons come into contact with the program.
3. The nature and importance of the program, activity, or service provided by the program to people's lives.
4. The resources available to the PHA and costs.

In a hearing, or situations in which health, safety, or access to important benefits and services are at stake, the PHA will make available competent interpretation services free of charge to the LEP person.

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

SAHA will provide translated documents as needed and as an available resource, SAHA will train and hire bilingual staff to communicate affectively and appropriately as interpreters and translators, and to assist where needed.

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

J. Written Translation

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

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

K. Implementation Plan

The PHA shall complete a four-factor analysis enumerated in Section I to decide what language assistance services are appropriate and to determine whether it is necessary to develop a written implementation plan to address identified needs of the LEP populations it serves.

If the PHA determines it is appropriate to develop a written LEP plan, the following five steps will be taken:

1. Identifying LEP individuals who need language assistance.
2. Identifying language assistance measures.
3. Training staff.
4. Providing notice to LEP persons.
5. Monitoring and updating the LEP plan.

II. ELIGIBILITY FOR ADMISSION AND PROCESSING OF APPLICATIONS

A. Nondiscrimination

1. It is the policy of the Housing Authority of the City of San Antonio, hereinafter referred to as SAHA or the Authority, to comply fully with the following:
 - a. Title VI of the Civil Rights Act of 1964
 - b. The Fair Housing Act
 - c. Executive Order 11063 on Equal Opportunity in Housing
 - d. Section 504 of the Rehabilitation Act of 1973
 - e. The Age Discrimination Act of 1975
 - f. The Americans with Disabilities Act
 - g. The Violence Against Women Act (VAWA)
2. The Authority will comply with any legislation protecting the individual rights of applicants or staff, which may subsequently be enacted.
3. The Authority shall not automatically deny admission to a particular group or category of otherwise eligible and qualified applicants (e.g., a family with children born to unmarried parents, or families whose head or spouse is a student). Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.
4. The Authority will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504, the Authority will make such physical or procedural changes as will reasonably accommodate people with disabilities.
5. The Authority records with respect to applications for admissions to any low-income housing assisted under the United States Housing Act of 1937, as amended, shall indicate for each application the date and time of receipt; the determination of the Authority as to eligibility or non-eligibility of the applicant; where eligible the unit size required; the preference rating, if any; and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

6. The Authority shall not discriminate against an applicant or public housing resident on the basis of the rights or privileges provided under the VAWA (2005 Violence Against Women Act, Pub. L. 109-162, Stat. 2960).
7. Additionally, being a victim of domestic violence, dating violence or stalking, is not an appropriate basis for denial of admission to or eviction from public housing if the applicant or resident is otherwise qualified for admission or continued assistance.

B. Marketing

1. It is the policy of the Authority to conduct outreach as needed to maintain an adequate application pool representative of the eligible population in the area.
2. Outreach efforts will take into consideration the level of vacancy in the Authority's units, unit availability through turnover and waiting list characteristics.
3. The Authority will periodically assess these factors in order to determine the needs and scopes of the marketing effort.
4. In the event that additional applications are required to attain any of the objectives and preferences established in this statement, the Authority will engage in an outreach effort directed towards those potential applicants who might fulfill that need. However, SAHA will avoid any outreach methods which are likely to result in the receipt of applications from large numbers of applicants whom it will be unable to serve within a reasonable period of time.

C. Eligibility for Admission

The Authority will consider for admission to its developments all applicants who, at the time of admission, meet all of the following requirements and conditions:

1. The applicant's family income (as defined in Exhibit 1A) must not exceed the Income Limits for Occupancy (as stated in Exhibit 1B) approved by the U.S. Department of Housing and Urban Development (HUD). These income limits will be adjusted periodically. A copy of the current income limits is included in this statement as Exhibit 1B.
2. The applicant, or at least one member of the applicant's family, must be a citizen, or have eligible immigration status. Where some family members are not citizens, nationals or do not have eligible immigration status, assistance shall be subject to proration.
3. The applicant must satisfy in full any overdue accounts or indebtedness owed to SAHA, resulting from previous tenancies in any housing development or housing program administered or managed by SAHA. There must be documentation in the tenant file and computer records supporting the amount and origin of the debt.
4. The applicant must satisfy any outstanding debt owed to any other public housing authority as reported to SAHA via HUD's Enterprise Income Verification (EIV) system or other database.

5. The applicant's previous lease with SAHA (if any) must not have been terminated for cause within the previous:
 - a. 36 months for a default in the payment of rent or charges;
 - b. 60 months for a termination due to drug related criminal activity or criminal activity including crimes of physical violence to persons or property, crimes that adversely affected the health, safety or welfare of other tenants, or termination for failing to report family income or composition;
 - c. 60 months for all other terminations;
 - d. The applicant must not have had an application denied by SAHA for housing within the last 12 months, or removed from the waiting list within the last 6 months.

6. In accordance with HUD guidelines and Texas Penal Code, in order to avoid admitting residents whose presence might be damaging to the health, safety and welfare of the residents, SAHA will obtain criminal summary history information from State and/or Local law enforcement agencies, on all prospective adult (includes persons 18 years of age) residents of public housing, owned or operated by SAHA for the purpose of determining resident eligibility. SAHA will test all applicants against the following additional criteria:
 - a. Is there a history of criminal activity involving crimes of physical violence to persons or property or other criminal acts which might have an adverse effect on the health, safety and welfare of other residents?
 - b. Is there a history of any drug-related or violent criminal activity which would adversely affect the health, safety, well-being or right of peaceful enjoyment of the premises by other residents or SAHA employees?
 - c. Is there a history of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by others?
 - i. Alcohol abuse shall only be evaluated as an aggravating factor in the context of a criminal conviction, as determined in Exhibit 1E hereof, or in the context of a prior housing eviction.
 - d. Is any family member registered as a lifetime sex offender? Such individuals are ineligible for assisted housing for life.
 - e. Has any family member been convicted of producing or manufacturing methamphetamines on the premises of an assisted housing unit? Such individuals are ineligible for assisted housing for life.

This information shall be used only for the purpose of determining eligibility.

7. In accordance with HUD guidelines and in order to avoid admitting residents whose presence might be damaging to the health, safety and welfare of the residents, SAHA will evaluate all applicants against the following additional criteria (applicable to all adult members of the applicant's household):
 - a. Is there evidence of a record of disturbing neighbors, destruction of property, or living and housekeeping habits at prior residences that might adversely affect the health, safety and welfare of other residents?

- i. Applicants with prior evictions for nuisance and/or breach of lease agreement within the past five years will be denied admission.
 - b. Does the applicant have a poor past performance in meeting financial obligations, especially rent? At a minimum, the applicant shall:
 - i. Have a consistent record of timely rent payments during the immediate three years prior to the evaluation.
 - 1. Applicants who have had 1 or more evictions for non-payment of rent in the immediate three years prior to the evaluation will be denied admission unless extenuating circumstances exist, which should be taken into consideration (VAWA for example).
 - c. Does the family have the ability to maintain (or with assistance 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?
 - d. Has a family member committed fraud in connection with any federally assisted housing program, including the intentional misrepresentation of information related to their application or benefits derived therefore?
8. The applicant must provide the complete and accurate Social Security numbers and the documentation to verify each Social Security number assigned to the applicant and to each member of the applicant's household, regardless of age, who claim to have legal residency or citizenship status.
9. The applicant, spouse, and each member of the applicant's household who is 18 years of age or older must sign and submit a Form HUD-9886, "Authorization for the Release of Information," and other release forms necessary for SAHA to verify the family's income and other eligibility factors.

D. Application Procedure

1. Any family that wishes to reside in public housing must apply for admission to the program [24 CFR 1.4(b)(2)(ii), 24 CFR 960.202(a)(2)(iv) and Public Housing Occupancy Guidebook, p. 68].
 - a. SAHA will maintain two waiting lists: one for family communities and one for elderly and disabled communities. Applicants may select "preferred developments" within each waiting list.
 - b. Families interested in applying for the Public Housing Program may do so by completing an on-line registration on the SAHA website.
 - c. Applicants may select any public housing community with an open waiting list for which they meet the occupancy criteria. Public housing communities with occupancy restrictions will be identified on the SAHA website.
 - d. Upon successful completion of the one-line registration, applicants will receive a confirmation number, which must be maintained to allow applicants to verify the application was completed.
 - e. Applicants can make changes of address, household composition, and income on the Applicant Portal on the SAHA website. Applicants must ensure that all information entered is correct.
 - f. Assistance will be provided for a person with disabilities that request a reasonable accommodation.

- g. The PHA uses a two-step process in selecting families from the waiting list. The PHA initially requires families to provide only the information needed to complete the on-line registration to determine the family's placement on the waiting list.
- h. When the family's application approaches the top of the waiting list, the family will be required to attend a Pre-Occupancy Orientation and may be required to provide all of the information necessary to confirm the family's preference and general eligibility for the public housing program.
- i. Upon successful completion of the Orientation each family will be required to complete an Eligibility Interview. Placement on the waiting list does not indicate that the family is, in fact, eligible for assistance. Final determination of eligibility and family rental payments are made when the family completes the Eligibility Interview.

E. During the Eligibility Interview, SAHA will verify the following:

1. If the family does not provide documentation to verify preference, the family will not be housed and will return onto the waiting list with original date and time of application.
2. Family size, composition, ages and identity of family members.
3. Employment and student status, wages, and date of employment.
4. Any condition(s) which allow an applicant a preference or determines eligibility.
5. Assigned Social Security numbers for the applicant(s) and each member of the applicant's household.
6. If any member of the family is currently residing in assisted housing or if the family has outstanding debt to another public housing agency as reported in HUD's EIV System.

F. Removal of Applicant from the Waiting List

1. Under any of the following conditions, applicants will be removed from the waiting list:
 - a. The applicant has already accepted an offer of public housing from SAHA and is housed.
 - b. The applicant requests that their application be removed; such request must be in writing.
 - c. The applicant failed to respond within the 15 day time period to SAHA's first class mail correspondence to confirm their continued interest in public housing during an update of the waiting list or mail correspondence is returned without a forwarding address.
 - d. The applicant failed to respond and attend a pre-occupancy orientation, as required for admittance into the Public Housing Program.
 - e. The applicant failed to respond to the Eligibility letter and has not scheduled an eligibility appointment to complete the application.
 - f. The applicant failed to keep a scheduled interview or failed to respond to SAHA regarding information that is necessary to process the application or to remain on the waiting list.
 - g. If information is received that the applicant is deceased.
 - h. The applicant was offered a unit at one of their selected "preferred developments" and refused the offer without good cause.
2. SAHA will consider Reasonable Accommodation and/or mitigating circumstances when determining to withdraw an application from the waiting list.

3. When a family is removed from the waiting list at their request, or for failure to respond to correspondence, or to schedule an interview, no informal hearing will be offered. Failure to act on the part of the applicant prevents SAHA from making an eligibility determination.

G. Reinstatement to the Waiting List

SAHA may reinstate applicants who have been withdrawn from the waiting list if requested within 90 days of withdrawal based upon proof of mitigating circumstances related or to a request for reasonable accommodation; applicant was temporarily hospitalized or recovering from an illness; or the applicant was removed from the waiting list due to SAHA error.

H. Splitting of an Application

1. When the head of the household/spouse/co-head of a family on the waiting list splits into two otherwise eligible families, only one of the new families may retain the original application date. The other family members may make a new application with a new application date, if the waiting list is open.
2. Under no circumstances will an application be split between any other household members.
3. Applicants cannot add additional families or family members that have not been a part of their household during the previous six months, after the family has been selected from the waiting list.

I. Updating the Waiting List

The San Antonio Housing Authority shall have sole discretion in determining when to update the waiting list.

1. SAHA may periodically send notices to applicants on the wait list to determine their continued interest in the program. This notice will be sent to the last address provided by the applicant in the applicant portal. The notice will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the Public Housing waiting list.
2. The family's response must be in the method indicated in the notice and must be completed by the deadline stated in the notice. If the family fails to respond by the deadline, the family will be removed from the waiting list. If a notice is returned by the post office as undeliverable with no forwarding address, the applicant will be removed from the waiting list.
3. If a family is removed from the waiting list for failure to respond, the Director or designee may reinstate the family if it is determined that the lack of response was due to SAHA's error or to circumstances beyond the family's control.
4. If at any time while an applicant family is on the waiting list SAHA determines that the family is not eligible for assistance, the family will be removed from the waiting list. If a family is removed from the waiting list because SAHA has determined that the family is not eligible for assistance, a notice will be sent to the family's last address listed on the applicant portal. The notice will state the reasons the

family was removed from the waiting list and will inform the family how to request an informal review of SAHA's decision.

J. Suspension of Application Taking

SAHA will suspend taking applications at one or more public housing communities when the number of eligible applicants on the property's waiting list is such that there is no reasonable prospect that additional applicants could be housed at that property within the next twelve months. SAHA may temporarily make specific property waiting lists temporarily unavailable under these conditions. Any temporary closing and re-opening of any waiting list for properties in the public housing program will be done via the on-line application.

K. Determination of Eligibility and Notification of Applicants

1. While the family is on the waiting list, they are required to update any changes in contact information including: name, address, phone number, income and family size.
2. All changes must be completed through the applicant portal located on the SAHA website.
3. SAHA will notify the family via electronic mail and/or first class mail when it is selected from the waiting list. The notice will inform the family of the following:
 - a. Notification of the scheduled appointment or notification to contact SAHA for an appointment to determine eligibility, including any procedures for rescheduling the appointment; and who is required to attend the interview;
 - b. Documents that must be provided to SAHA to document the legal identity of household members, including information about what constitutes acceptable documentation;
 - c. Documents that must be provided at the interview to document eligibility for a preference, if applicable;
 - d. Other documents and information that should be brought to the interview.
4. If a notification letter is returned to SAHA with no forwarding address, the family will be removed from the waiting list without further notice. Such failure to act on the part of the applicant prevents SAHA from making an eligibility determination; therefore no informal hearing will be offered.
5. Once SAHA staff have received and verified a complete and full application, the eligibility or ineligibility of the applicant will be determined. SAHA will verify the following:
 - a. Verification of preference claimed.
 - b. Family size, composition, ages and identity of family members.
 - c. Employment and student status, wages, and date of employment.
 - d. Assigned Social Security numbers for the applicant(s) and each member of the applicant's household.

- e. If any member of the family is currently residing in assisted housing or if the family has outstanding debt to SAHA or any other public housing agency, as reported in HUD's EIV System.
 - f. If household members 18 years of age or older passes a criminal background check.
 - g. If the family members meet the HUD requirements on citizenship and immigration status. Family income does not exceed annual income limits, as specified by HUD.
6. Upon completion of the full application, eligible applicants will be placed in an eligibility pool for the unit size and type appropriate to their family characteristics.
 7. Each applicant determined to be ineligible will be promptly notified in writing by the Property Manager that he/she is ineligible. This notice shall advise the applicant:
 - a. Of the specific grounds for denial of the application;
 - b. That he/she has a right to request an informal hearing;
 - c. That he/she may be assisted by Counsel and witnesses may offer testimony;
 - d. That the informal hearing is the sole remaining opportunity for the applicant to offer information or argument in support of why the action should not have been taken;
 - e. That the request for an informal hearing must be received within 10 days of the date of the letter.

L. Local Preferences

1. SAHA's method for selection will be based on preference, and date and time of the application.
2. Applicants must provide verification of preference during the eligibility interview. If the family is not able to provide appropriate verification, they will be returned to the waiting list with the original date and time of the application, without the preference [24 CFR 960.206].
3. SAHA's current preferences for the Public Housing Program are:
 - a. Involuntary displacement preference is extended to families that are involuntarily displaced by:
 - i. Natural disaster (fire, flood, hurricane, earthquake, etc.) as verified by local, state, or federal authorities within the last 6 months.
 - ii. SAHA action (emergency relocation, purchase, demolition, sale of property, extensive rehabilitation, etc.).
 - iii. SAHA owned, operated housing development and SAHA/HUD sells, forecloses, or demolishes the project (to include major renovations/modernization, property acquisition, or other action of SAHA).
 - iv. SAHA sponsored housing programs (Moderate Rehabilitation Program, Shelter Plus Care, Housing Choice Voucher Program, Homeownership Program, 5H Homeownership Program, and the section 32 Homeownership Program) to meet specific housing needs (i.e., bedroom size, reasonable accommodation, or to satisfy legal judgments) or to provide housing due to loss of program funding.

- b. Working Preference (maximum of 200 families) will be implemented beginning 7/1/2013)
- i. This is a pilot program for a maximum of 200 families. All applicants claiming this preference must join the FSS program upon moving in. To qualify for this preference the head, co-head, or spouse must be working at least 30 hours per week at the State's minimum wage, or more, for the period of six months prior to admission, at the time of the unit offer. The pilot program will provide assistance for the family for a five year term limit, unless extended based on a hardship addressed in the FSS regulations. Extensions are limited to 2 years. To qualify for the preference:
 1. Head, co-head, or spouse must be working at least 30 hours per week at the State's minimum wage, for six months prior to admission;
 2. The family must provide documentation to verify employment at the eligibility interview. Families that fail to provide verification of employment will not be housed, and will be returned to the waiting list with original date and time of application;
 3. The family must sign a FSS contract at admission and Dwelling Lease with a 5 year term limit;
 4. The family must retain employment for the term of the FSS contract;
 5. The 5 year term may be extended based on a hardship addressed in the FSS regulations;
 - a. Hardship circumstances include, but not limited to, serious illness, classes not available, death in the family, and involuntary loss of employment.
 - b. The extension based upon a hardship circumstance must be approved by SAHA. Extensions are limited to 2 years.
 - ii. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference, applicants must qualify for housing assistance and meet all eligibility criteria.
 - iii. Employment periods may be interrupted, but to claim the preference a family must have an employed family member prior to the actual offer of housing as described above.
 - iv. Working Families: A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to a layoff or taking a new job) within the first twelve (12) months of occupancy will be considered to have misrepresented the facts to SAHA and will have their assistance terminated for fraud.
4. SAHA shall not give any preference to an applicant if any member of the family is a person who was evicted during the prior three years because of drug-related criminal activity from housing assisted under a 1937 Housing Act program. SAHA may give an admission preference in any of the following cases:
- a. If SAHA determines that the evicted person has successfully completed a rehabilitation program approved by SAHA;
 - b. If SAHA determines that the evicted person clearly did not participate in or know about the drug-related criminal activity;

- c. If SAHA determines that the evicted person no longer participates in any drug-related criminal activity;
 - d. Prior to executing a Dwelling Lease Agreement, the applicant does not provide SAHA with verification that by the applicant's current status he/she qualifies for a local preference or priority.
5. No applicant shall be denied a local preference for which the family otherwise qualifies on the basis that the applicant already resides in assisted housing.

M. Income Targeting

1. Applications will be grouped as follows:
 - a. Extremely Low Income Applicants – 40% of new admissions annually to the low rent public housing program shall be to families with incomes which are 30% or below the City of San Antonio area median income limits. This is the minimum percentage of new admissions.
 - b. Very Low Income Applicants – 40% of new admissions annually to the low rent public housing program shall be to families with incomes which are between 30.1% and 50% of the City of San Antonio area median family income limits. This is the maximum percentage of new admissions. See Exhibit 1B for the income limits, according to the number of family members.

N. Waiting List Skipping

1. SAHA may utilize Waiting List Skipping to achieve de-concentration of poverty or income mixing goals at targeted developments by targeting households on the waiting list that contribute to meeting income requirements.
2. HUD requires that Extremely Low-Income (ELI) families make up at least 40% of the families admitted to public housing during SAHA's fiscal year. ELI families are those with annual incomes at or below 30% of the area median income. To ensure this requirement is met, SAHA may skip non-ELI families on the waiting list in order to select an ELI family.
3. SAHA will monitor progress in meeting the Very Low Income (VLI) requirement throughout the fiscal year. VLI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income targeting requirement is met.

O. De-concentration of Poverty and Income Mixing [24 CFR 903.1 and 903.2]

1. Each fiscal year, SAHA will analyze the incomes of families residing in each of the developments, the income levels of the census tracts in which the developments are located, and the income levels of families on the waiting list. Based on this analysis, SAHA will determine the level of marketing strategies and which de-concentration incentives to implement.
2. SAHA will affirmatively market its housing to all eligible income groups. Applicants will not be steered to a particular site based solely on the family's income. The de-concentration policy, and any incentives adopted in the future, will be applied in a consistent and non-discriminatory manner.

3. SAHA shall provide in its Annual Plan an analysis of De-concentration and Income Mixing each fiscal year. The analysis will identify those sites whose average incomes are below the Established Income Range (EIR), which is 85% to 115% of SAHA's average income for covered properties. Incomes that are above 115% of SAHA's average but still below 30% of the area median income shall not be considered "higher income." The analysis shall provide explanations as to why sites are outside of the 85% to 115% range and strategies SAHA will implement to address if needed.
4. Strategy for De-concentration
 - a. SAHA will continue the employment self-sufficiency efforts for residents living in public housing to increase the incomes of these families.
 - b. SAHA will utilize the local preferences and income targeting to admit families whose incomes exceed 30% of the area's median income.
5. A family has the sole discretion whether to accept an offer of a unit made under SAHA's de-concentration policy.
6. SAHA must not take any adverse action toward any eligible family for choosing not to accept an offer of a unit under SAHA's de-concentration policy [24 CFR 903.2(c)(4)].
7. If, at annual review, the average incomes at all general occupancy developments are within the EIR, SAHA will be considered to be in compliance with the de-concentration requirement and no further action is required.
8. SAHA will monitor progress in meeting the ELI requirement throughout the fiscal year. ELI families will be selected ahead of other eligible families on an as-needed basis to ensure that the income-targeting requirement is met. Employing waiting list skipping to achieve de-concentration of poverty or income mixing goals at targeted developments by targeting households on the waiting list that contribute to meeting income requirements.

P. Rent Changes

1. SAHA will, to the maximum extent feasible, maintain a resident body at each development that is composed of families with a broad range of incomes.
2. In order to maintain the basic objective of admitting families with a broad range of incomes representative of the incomes of low income families in the City of San Antonio, and with rent paying ability sufficient to achieve financial stability, SAHA will conduct studies and maintain data concerning the income distribution of its residents, the applicants on its waiting lists, and the City of San Antonio as a whole. SAHA shall seek to maintain a broad range of incomes through a marketing/outreach program to attract applications from a cross section of low-income families.

Q. Order of Selection

1. Families will be selected from the Eligibility pool for the "Preferred Development" to which they applied based on the date of completion of the full application. If the applicant applied to more than

one "Preferred Development", families will be selected by the development that has the first available vacancy meeting their household characteristics.

2. When selecting applicants from the eligibility pool, SAHA will match the characteristics of the available unit (unit size, accessibility features, unit type) to the applicant's full application.
3. SAHA will offer the unit to applicants who qualify for that unit size or type, or in the case of an available accessible unit, to those applicants that require the accessibility features.
4. All 0 and 1 bedroom units will be combined on the property specific waiting list.

R. Offers of Housing

1. Offers of units shall be made as follows:
 - a. When an applicant reaches the top of the eligibility pool they will be notified via electronic and/or first class mail, offering the available unit.
 - b. An applicant will have 3 business days to accept an offer. If an applicant does not respond within the 3 business days to the request, it shall be deemed a refusal.
 - c. If an application is withdrawn due to the applicant's refusal to accept offers of suitable housing the applicant will be removed from the waiting list, and may not reapply until the following calendar year, unless the applicant can provide proof of mitigating circumstances.
 - d. An offer made, but not expressly accepted during the offering period, shall be deemed a refusal.
2. In carrying out the above plan, any applicant may provide clear and convincing evidence that an offer was refused for good cause as a result of an undue hardship or handicap such as:
 - a. Inaccessibility to source of employment, education, or job training, children's day care, or educational program for children with disabilities, so that accepting the unit offer would require the adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities;
 - b. The family demonstrates to SAHA's satisfaction that accepting the offer will place a family member's life in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. Reasons offered must be specific to the family. Refusals due to location alone do not qualify for this good cause exemption.
 - c. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (each listed on the final application) or live-in aide necessary to take care of the principal household member.
 - d. The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move;
 - e. The unit has lead-based paint and the family includes children under the age of six;
 - f. Serving on a jury which has been sequestered;
 - g. The unit offered to the applicant is not available for occupancy.

3. If good cause is verified, the refusal of the offer will not require that the applicant be dropped from the waiting list. The application should remain at the top of the waiting list until the family receives an offer which they have no good cause refusal.
4. The Admissions Office must maintain a record of the units offered to the applicants. The record must include location, date, units offered, and each rejection or acceptance. The reason for any rejection must be documented.

S. Offers to Units Proposed for Disposition

1. In order to continue to provide decent, safe, and affordable housing to eligible applicants, SAHA may continue to offer vacant units at sites proposed for disposition.
2. Applicants who accept such a unit will be provided with a lease addendum notifying them of the pending change in housing program attached to the unit.
3. Applicants who refuse an offer to a unit proposed for disposition shall not have that offer count against them, if the reason is due to the pending disposition.

T. Offers of Accessible Units or Units with Accessible Features

1. Accessible units or units with accessibility features which are vacant and available for occupancy shall be offered to qualified applicants and residents who have requested and have verified a disability-related need for those units. Priority is determined as follows:
 - a. A current resident family with a member with disabilities living at the same site;
 - b. A current resident family with a member with disabilities who lives at other sites;
 - c. An applicant family with a member with disabilities who needs the accessibility features.
 - d. If there are no resident or applicant families with a member with disabilities interested or available, then the unit may be leased to an applicant or resident without a disability.
 - e. The Dwelling Lease Agreement for all residents will include a provision requiring the resident family with no member with disabilities to transfer to a non-accessible unit if a family with a member with disabilities subsequently requires the accessible unit.

III. VERIFICATION HIERARCHY

In order to meet the efficiency goal of the MTW Program, SAHA is proposing to streamline the verification process by eliminating third party verification of income for participants in the Public Housing program. SAHA will continue mandatory use of the EIV report and will transition from the use of third party verification of income from employers to the use of participant provided documents. However, SAHA may use the following five methods of verifying information.

A. Up-Front Income Verification (UIV) and HUD's Enterprise Income Verification (EIV)

1. Upfront Verification is that method of verifying information from a governmental agency under a cooperative computer matching agreement or from a private company who collects such

information. When and where available, SAHA shall first attempt to verify family member's income, and any other available information, using this method.

2. Among the forms of UIV is HUD's Enterprise Income Verification (EIV) system. The EIV system must be accessed for all reviews to verify tenant income as well as during the admission process to verify if the applicant or a member of the applicant family is currently receiving housing assistance or owes money to a public housing authority.
3. EIV must be accessed within 90 days of an admission to verify that all income was accurately reported at the time of admission and discrepancies must be resolved within 30 days from the report date.
4. The EIV system is accessed by an assigned employee on a regular basis to monitor deceased and duplicate tenants.

B. Tenant Provided Third Party Verification

1. SAHA will use third party verification of income provided by applicants or residents.
2. All documents must be original or authentic document generated by a third party.
3. Applicant provided documents dated within 90 calendar days from the eligibility appointment and participant provided documents dated within 180 calendar days from the recertification appointment would be valid. This will not apply to permanent documents, such as social security cards, birth certificates, and identification cards.
4. Staff is to examine the original document to ensure that the document is genuine, unaltered and complete with respect to that information.
5. For the purpose of wages, three current and consecutive pay stubs must be provided.

C. Written Third Party Verification

1. Through written third party verification, SAHA submits the request for verification directly to the income source and the income source resubmits the information directly to SAHA either via mail, fax, or email.
2. Third party verification of assets will be required for assets totaling a value of \$25,000 or more.

D. Oral Third Party Verification

1. If the income source does not respond to SAHA's written verification request within ten (10) business days, staff is to contact the source to get the information requested. All contact attempts are to be documented on the Verification Log and the information recorded on the appropriate verification form.

2. SAHA may seek oral verification and/or mail third party verification if there is a discrepancy or if documents appear altered. SAHA may also employ quality control measures to randomly select participant accounts and require additional verification to ensure the integrity of the verification policy.

E. Self-Certification

Self-Certification verification is that method whereby information is verified by the appropriate member of the family attesting to the truthfulness, accuracy and completeness of the information provided. This method of verification may only be used when all other forms of verification are not possible and the file must document the reason why Self-Certification was used instead of higher forms of verification.

IV. RENT DETERMINATIONS

A. Rent Choice

1. At the time of certification, families will be offered a choice in the type of rent method their monthly tenant rent will be determined. The choices are between the Income Based method and Flat Rent.
2. The initial amount of the family's rent payment will be determined on the information verified during the application process, provided that information is not over 90 days old.
3. In the event the 90 day limitation has been exceeded, the income and other information will be re-verified prior to calculation of the initial rent level. Income will be included according to the definitions included in Exhibit 1A. For Written Third Party documents that were provided by the family, the documents must not be older than: applicant provided documents dated within 90 calendar days from the eligibility appointment and participant provided documents dated within 180 calendar days from the recertification appointment to be valid.
4. For new tenants, SAHA will access HUD's Enterprise Income Verification (EIV) system approximately 120 days following initial lease date to ensure that there was no unreported income at the time of move in. If the EIV report indicates unreported income, the family will be called in and rent may be recalculated.

B. Income Based Method

The total tenant payment charged to a family by SAHA shall be the highest of:

1. 10% of the total monthly income;
2. 30% of the adjusted monthly income;
3. Minimum rent of \$50 (see Section V regarding Minimum Rent provisions); or
4. Flat Rents, as the family choice.

C. Flat Rent

The Flat Rent is based upon comparable rents in the private market. In determining the flat rents, factors include, but are not limited to: age of unit, location, size of unit, types of units, amenities, housing services, utilities, maintenance, and quality. Families paying flat rent do not receive the utility allowance deduction.

1. In setting the Flat Rents, SAHA may use information obtained from the Section 8 Program or comparable rent data provided by an independent third party. The Flat Rent will be set to such a level so as to continue to encourage families to become economically self-sufficient.
2. If there is a change in the family's economic situation between regular examinations that would make it a financial hardship for the family to continue to pay the Flat Rent, the family may request a special review and have their rent calculated in accordance with the Income Based method during the period of the hardship. Situations that would create a financial hardship include a loss of income or an increase in deductible expenses.
3. The period of hardship shall commence on the first of the month following the month the hardship was reported and continue until the earlier of the next scheduled annual review or until such time the rent calculated on the Income Based method equals or exceeds the Flat Rent.
4. Without affecting any other part of the annual review process, families who choose to pay the Flat Rent will only have their income reexamined once every three years.
5. Any changes to the Flat Rent schedule will be conducted through the Annual Plan process.
6. The Flat Rent schedule is found in Exhibit 1D.

D. Simplified Earned Income Disregard (EID)

1. The Earned Income Disallowance (EID) encourages people to enter the work force by not including the full value of increases in earned income for a specified period of time. This disallowance applies only to individuals in families already participating in the public housing program (not at initial examination).
2. Only the head, co-head or spouse may qualify the family for the disregard.
3. Lifetime Limitation – The EID has a five-year (60 month) lifetime maximum. The five-year eligibility period begins at the same time that the initial exclusion period begins and ends 60 months later.
4. For families who qualify for the EID, they must agree to enroll in a SAHA sponsored self-sufficiency program, if not already in a program. The disregard will consist of Yr. 1: 100% of the earned income disregarded, Yr. 2: 80% of the earned income disregarded, Yr. 3: 60% of the income disregarded, Yr. 4: 40% of the income disregarded, and Yr. 5: 20% of the income disregarded. There will be no "start-stop" for the disregard regardless of economic conditions (losing or gaining employment). An EID participant is not eligible to have an Escrow Account and must work with their case manager to determine whether they want to be an EID or Escrow Account participant. For families already in the FSS program, any escrow earned will remain in the account and the

family will be eligible for that amount when eligibility criteria for the escrow disbursement has been met under the current FSS program regulations.

5. SAHA self-sufficiency programs include but are not limited to the Family Self-Sufficiency Program (FSS) or the Jobs Plus Program.

E. Other Rental Amounts

1. Prorated rents are applicable for mixed families where some family members are citizens or have eligible immigration status and some family members are noncitizens. Providing housing assistance to noncitizens is prohibited; therefore such families may be eligible for prorated assistance. (The prorated rents are more than 30% of adjusted family income).
2. See Exhibit 1C for Mixed Income Rents.
3. Rent adjustments due to reductions in welfare grant amount:
 - a. If a family's welfare grant is reduced because of a sanction for noncompliance with the Temporary Assistance for Needy Families (TANF) self-sufficiency or work requirements or fraud, SAHA shall not reduce the amount of tenant rent.
 - b. The total tenant payment shall be based on the eligible welfare grant amount received before the sanction reduction, and will be more than 30 % of adjusted income.
 - c. Families whose income increases after the sanctioned welfare reduction shall have the higher old welfare grant amounts (upon which the rent is calculated) reduced dollar for dollar of the new income source up to the grant reduction amount.
 - d. If the family's welfare grant is reduced because of the expiration of the TANF time limits or the resident's inability to locate employment after completing the requirements, the rent shall be based on the amount of welfare actually received.
 - e. Families who meet all of the requirements for the exclusion of incremental income under the Simplified Earned Income Disallowance (EID) will pay a rent which is less than 30% of adjusted income.

F. Other Charges

In accordance with the Dwelling Lease Agreement, the resident will be charged by Property Management for delinquent rental payment, returned checks, damages, and excess utility usage. Payment of these charges shall be in accordance with the Dwelling Lease Agreement.

G. Utility Reimbursement

1. The family shall receive a utility reimbursement from SAHA, if the total tenant payment is less than the utility allowance.
2. The utility reimbursement amount is the difference of the total tenant payment and the utility allowance.

H. Posting of Payment Charges

1. Payments made for rent, excess utility usage, services, or other charges shall be credited in the following order:
 - a. Security deposit
 - b. Excess utility
 - c. Maintenance and other services
 - d. Other charges, including late fees
 - e. Amounts due under a repayment agreement with SAHA
 - f. Rent
2. The oldest obligation within any of the above classifications will be the first to be retired.
3. It is the responsibility of the tenant to ensure that all mandatory obligations are paid in full and on time.
4. Late fees only apply to unpaid rent balances.

V. MINIMUM RENT AND HARDSHIP PROVISIONS

1. A family required to pay the minimum rent may request a financial hardship exemption. For the purpose of determining whether a qualifying hardship is temporary or long term, "temporary" is considered to be a period of less than 90 days.
2. If the family requests a financial hardship, the 90-day period is measured from the date the family requested the hardship exemption.
3. The family must apply for a financial hardship exemption from payment of the minimum rent. If the situation is expected to last for at least 90 days from the date the family requested the exemption, a long term exemption is granted. If the situation is expected to last less than 90 days, a temporary exemption is granted.
4. A financial hardship exemption must be granted if the family provides proof that any of the following situations exist:
 - a. The family has lost eligibility for or is awaiting eligibility determination from a Federal, State or local assistance program, including a family member who is a noncitizen and lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits, except for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 - b. The income of the family has decreased because of changed circumstances, including loss of employment, since the last reexamination;
 - c. A death has occurred in the assisted family, which has a continuing financial impact on the family.
 - d. The death of an immediate member of the family has occurred which has a continuing financial impact on the family. "Immediate member of the family" means those relatives or step relatives

bearing the following relationship to the head, spouse, or co-head: spouse, domestic partner, mother, father, son, daughter, sister, brother, grandparent, grandchild, aunt or uncle.

5. The family would be evicted because it is unable to pay the minimum rent.
 - a. "Unable to pay" means that the minimum rent would require the family to pay more than 50 percent of its monthly income (50 percent of one twelfth of annual income) towards gross rent.

A. Prohibition of Eviction

A family who has requested a financial hardship exemption from the minimum rent will not be subject to eviction for non-payment of rent for 90-days, beginning the month following the request for the exemption.

B. Long Term Financial Hardship

1. If it is determined that the family's financial hardship is long-term, the family will be exempt from the minimum rent as long as the hardship continues.
2. The hardship exemption will begin the month following the request for a hardship exemption until the end of the qualifying financial hardship.
3. The family receiving a financial hardship exemption must notify SAHA once there is a change in the family's income.
4. The family receiving the financial hardship exemption will be subject to special rent reviews as set in Section XII Periodic Examinations.

C. Temporary Financial Hardship

1. If SAHA determines that the qualifying financial hardship is temporary, the minimum rent will be reinstated to the beginning of the suspension of the minimum rent.
2. SAHA will offer the family a reasonable repayment agreement for the amount of back minimum rent owed to SAHA.

D. Determination of No Financial Hardship

1. If SAHA determines that there is no financial hardship, the minimum rent is reinstated from the beginning of the suspension and the family must repay the amount of back rent owed by the family.
2. The family must sign a repayment agreement on terms established by SAHA for the amount of back rent accrued during the period of suspension.

E. Duration of Financial Hardship Exemption

Financial Hardship exemptions are reviewed automatically at the next annual reexamination. At that time, SAHA must re-determine the family’s composition and income. If the family remains subject to the minimum rent and the qualifying hardship continues, the financial hardship exemption continues.

F. Grievance Right

If the request for a financial hardship exemption is rejected, the family may request a hearing under SAHA’s grievance policy found in Exhibit 1F.

VI. OCCUPANCY STANDARDS

A. Determining Unit Size

1. Each unit shall be used solely as a residence for the family as represented in the application and on the lease. The following standards will govern the number of bedrooms required to accommodate a family of a given size and composition:

Number of Bedrooms	Number of Persons Minimum	Number of Persons Maximum
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	6	10

*Children under the age of 5 may share a bedroom with a family member.

2. SAHA will use the same occupancy standards for each of its developments. SAHA’s occupancy standards are as follows:
 - a. SAHA will assign one bedroom for each two persons within the household, except in the following circumstances:
 - i. Persons of the opposite sex (other than spouses and children under age 5) will not be required to share a bedroom.
 - ii. Persons of different generations will not be required to share a bedroom.
 - iii. Live-in aides will be allocated a separate bedroom. No additional bedrooms are provided for the aide’s family. A maximum of one bedroom per family will be allocated for live-in aides, even if the family has more than one aide.
 - iv. Families (with one person) will be allocated a zero or one bedroom.
 - v. Foster children will be included in determining unit size.
 - vi. An unborn child will not be counted as a person in determining unit size. A single pregnant woman may be assigned to a one-bedroom unit.

B. Exceptions to Occupancy Standards

1. SAHA will consider granting exceptions to the occupancy standards at the family's request if SAHA determines the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.
2. When evaluating exception requests, SAHA will consider the size and configuration of the unit. In no case will SAHA grant an exception that is in violation of local housing or occupancy codes, regulations or laws.
3. Requests from applicants to be placed on the waiting list for a unit size smaller than designated by the occupancy standards will be approved, as long as the unit is not overcrowded according to local code, and the family agrees not to request a transfer for a period of two years from the date of admission, unless they have a subsequent change in family size or composition.
4. To prevent vacancies, SAHA may provide an applicant family with a larger unit than the occupancy standards permit. However, in these cases the family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is an appropriate size unit available for the family to transfer to.
5. When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family shall be required to move as soon as a dwelling unit of the appropriate size bedroom becomes available, subject to a waiting list, if any. The family has a choice of unit size within the acceptable range.
6. If a family's composition has grown due to the addition of children through birth, adoption or court awarded custody, such that the family exceeds the occupancy guidelines for the largest unit available at a site, the family can be offered a split transfer into two units. Each new family must have as its head at least one adult listed on the most recent lease (1 must be the original head of household) and each head of household must be legally capable of executing a lease.
7. A dependent may not reside with more than one family at a time. The family that has the primary custody, the family with whom the dependent lives more than 50 percent of the time, shall be the dependent's family for the purpose of determining income, deductions, and the appropriate size of the apartment.
8. All requests for exceptions to the occupancy standards must be submitted in writing.
9. In the case of a request for exception as a reasonable accommodation, SAHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, SAHA will consider the exception request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.
10. Requests for a larger size unit must explain the need or justification for the larger size unit, and must include appropriate documentation.

11. Requests based on health-related reasons must be verified by a knowledgeable professional source, unless the disability and the disability-related request for accommodation is readily apparent or otherwise known.
12. SAHA will notify the family of its decision within twenty (20) business days of receiving the family's request.

VII. TRANSFER POLICY

A. Emergency Transfers

1. The following is considered an emergency circumstance warranting an immediate transfer of the tenant or family:
 - a. Maintenance conditions in the resident's unit, building or at the site that pose an immediate, verifiable threat to the life, health or safety of the resident or family members that cannot be repaired or abated within 24 hours.
 - b. Based on threat assessment verified by a law enforcement agency to protect members of the household from attack from a criminal element in a particular property or neighborhood. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency.
2. Due to the immediate need to vacate the unit, placing the tenant on a transfer waiting list would not be appropriate. Under such circumstances, if an appropriate unit is not immediately available, SAHA should find alternate accommodations for the tenant until the emergency passes, or a permanent solution (i.e., returns to the unit or transfer to another unit) is reached.
3. If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, SAHA will offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time [24 CFR 966.4 (h)].
4. Emergency transfers due to maintenance conditions are mandatory for the tenant, and shall take priority over new admissions. Whenever feasible, transfers will be made with a resident's area.
 - a. In cases of extreme emergency, verbal requests, verbal recommendations and the verbal rendering of facts may be made directly to the Public Housing Director(s) by law enforcement, upon which they may act, provided verbal assurances from law enforcement that all written documentation supporting the transfer will be submitted within 24 hours. If the Public Housing Director(s) determine there are no appropriate dwelling units available for the resident at the time of the emergency, a request may be initiated for a tenant-based Section 8 voucher for the purposes of providing alternative housing, if one is available, under selected program preference.

B. Costs of Transfers

1. SAHA will bear the reasonable costs of temporarily accommodating the tenant and the costs of permanent transfers, if any, due to emergency maintenance conditions.

2. The reasonable cost of transfers includes the cost of packing, moving, and unloading.
3. SAHA will reimburse the family for eligible out-of-pocket moving expenses up to SAHA's established moving allowance.
4. SAHA will establish a moving allowance based on the typical costs in the community of packing, moving, and unloading. To establish typical costs, SAHA will collect information from companies in the community that provide these services.
5. Pending a determination of the availability of an Authority-owned and operated dwelling and/or a determination of a resident's eligibility for an emergency transfer, SAHA may offer the resident temporary non-Authority housing accommodations under an agreement with a third party.
6. However, before non-Authority accommodations are offered, the resident must: (i.) be informed of any time limitation, (ii.) informed of the possibility that an emergency transfer may be denied, and (iii.) given a copy of these policies and procedures governing emergency transfers.
7. If SAHA determines that the resident, household member, or a guest of the resident's family created or caused the emergency, the resident shall reimburse SAHA for any and all costs related to the damages in the unit and costs related to the damages in the unit and costs related to the move.
8. If the family fails to affirmatively accept an offer without good cause, the resident will be deemed to have rejected all offers and SAHA shall have no further obligation to offer additional units. SAHA will terminate tenancy if the factors related to the original request for Emergency Transfer cannot be resolved in a reasonable amount of time.

C. PHA Required Transfers

1. The types of transfers that may be required by SAHA include, but are not limited to:
 - a. Transfers to make an accessible unit available for a disabled family;
 - b. Transfers to comply with occupancy standards
 - c. Transfers for demolition, disposition, revitalization or rehabilitation;
 - d. To over-income residents from mixed finance properties;
 - e. To relocate non-qualifying Lease Purchase residents;
 - f. Emergency transfers;
 - g. Transfers to address arbitration, mediation, and/or satisfying legal judgments or agreements, as determined by SAHA;
 - h. 504 accessibility transfers.
2. Transfers required by SAHA are mandatory for the tenant. Whenever feasible, transfers will be made within a resident's area.
3. Transfers to make an Accessible unit available

- a. SAHA will transfer a family living in an accessible unit that does not require the accessible features, to an available unit that is not accessible.
- b. SAHA may wait until a disabled resident requires the accessible unit before transferring the family that does not require the accessible features out of the accessible unit.

4. Occupancy Standards Transfers

- a. SAHA will transfer a family when the family size has changed and the family is now too large (overcrowded) or too small (over-housed) for the unit occupied.
- b. SAHA may also transfer a family who was initially placed in a unit in which the family was over-housed to a unit of an appropriate size based on SAHA's occupancy standards, when SAHA determines there is a need for a transfer.
- c. SAHA may elect not to transfer an over-housed family in order to prevent vacancies.
- d. A family that is required to move, because of family size, will be advised by SAHA that a transfer is necessary and that the family has been placed on the transfer list.
- e. Families that request and are granted an exception to the occupancy standards will only be required to transfer if it is necessary to comply with the approved exception.

5. Demolition, Disposition, Revitalization, or Rehabilitation Transfers

- a. SAHA will relocate a family when the unit or site in which the family lives is undergoing major rehabilitation that requires the unit to be vacant, or the unit is being disposed of or demolished.
- b. SAHA's relocation plan may or may not require transferring affected families to other available public housing units.
- c. If the relocation plan calls for transferring public housing families to other public housing units, affected families will be placed on the transfer list.
- d. In cases of revitalization or rehabilitation, the family may be offered a temporary relocation, if allowed, under the Relocation Act provisions. The family may be allowed to return to their unit, depending on contractual and legal obligations, once revitalization or rehabilitation is complete.

6. Over-income and Lease Purchase Residents

- a. SAHA will relocate a family from a mixed finance tax credit unit, and/or a lease purchase unit if the family fails to meet the tax credit requirements or is unable to secure financing for purchase of the unit.

D. Adverse Action [24 CFR 966.4(e)(8)(i)]

1. A SAHA required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions.
2. If the family requests a grievance hearing within the required timeframe, SAHA may not take action on the transfer until the conclusion of the grievance process.

E. Cost of the Transfer

1. SAHA will bear the reasonable costs of any PHA required transfers due to emergency maintenance conditions, demolition, disposition, revitalization or rehabilitation, and transfers to satisfy legal judgments, if required by court rulings.
2. SAHA will pay the reasonable cost of all accessibility transfers when done as a reasonable accommodation, up to the costs outlined in SAHA's reasonable moving allowance.
3. The reasonable costs of transfers include the cost of packing, moving, and unloading, and the cost of disconnecting and reconnecting any existing resident-paid services such as telephone and cable television.
4. SAHA will reimburse the family for eligible out of pocket moving expenses up to SAHA's established moving allowance.

F. Resident Requested Transfers

1. Transfers requested by the tenant are considered optional for the tenant.
2. SAHA will consider the following as high priority transfer requests:
 - a. When a transfer is needed to alleviate verified medical problems of a serious or life-threatening nature.
 - b. When there has been a verified threat of physical harm or criminal activity.
 - c. When a family requests a transfer as a reasonable accommodation.
 - d. Incentive Transfers (Type I) to a new or recently modernized or acquired units, and/or scattered sites on a non-discriminatory basis to residents with good rental histories who request to move.
3. SAHA will consider the following as regular priority transfer requests:
 - a. Correct occupancy standards. (Voluntary if the family is between the minimum and maximum occupancy standard but the family requests a transfer, e.g., to permit older children of opposite sexes to have separate bedrooms);
 - b. Incentive Transfers (Type II) to developments with current racial or ethnic de-concentration, or to de-concentrate locations where residents with higher income predominate, or higher income residents to sites where lower incomes predominate. Such families shall receive special rent deductions equal to 25 percent of the family's earned income;
 - c. To address situations such as neighbor disputes that are not criminal but interfere with the peaceful enjoyment of the unit or common areas;
 - d. When a family requests a larger bedroom size unit even though the family does not meet SAHA's definition of overcrowded, as long as the family meets SAHA's occupancy standards for the requested unit size.
 - e. When the head of household or spouse is employed 25 miles or more from the public housing unit, has no reliable transportation and public transportation is not adequate.

G. Eligibility for Transfer

1. Except where reasonable accommodation is being requested, SAHA will only consider transfer requests from residents that meet the following requirements:
 - a. A resident of at least one year;
 - b. All family members age 18 and over are able to pass a Criminal History Request;
 - c. Have not engaged in criminal activity that threatens the health and safety residents and staff;
 - d. Owe no back rent or other charges, or have a pattern of late payment (No more than three repayment agreements or unpaid balances at any time in the past year);
 - e. Have no housekeeping lease violations or history of damaging property;
 - f. Can get utilities turned on in the name of the head of household (applicable to properties with tenant-paid utilities);
 - g. No history of disturbances that resulted in lease violation or violence toward staff or neighbors as indicated by notices of lease violation in the applicant's file.

2. Incentive Transfer Residents (additional requirements):
 - a. Must be a resident for at least two (2) years;
 - b. Must demonstrate a positive rent paying history, (does not owe back rent or other charges, has a history of prompt rental payments for a period of two (2) years, and is current); EIV report validates income information;
 - c. Must have a good housekeeping record and satisfactorily passed all housekeeping inspections for a period of two (2) years;
 - d. The head and/or spouse have maintained full-time employment for a period of one (1) year. Retirement and Disability payments will be considered as employment;
 - e. All other adult household members must have maintained part-time or full-time employment and/or school attendance during the same time period. Retirement and Disability payments will be considered as employment;
 - f. Residents requesting incentive transfers must meet additional eligibility requirements for the designated property, if required;
 - g. Exceptions to the good record requirement may be made when it is to SAHA's advantage to make the transfer. Exceptions may also be made when SAHA determines that a transfer is necessary to protect the health or safety of a resident(s) who is a victim of domestic violence, dating violence, or stalking, and who provides documentation of abuse in accordance with SAHA and HUD policies and procedures.

3. Split Family Transfers

1. Families requesting a Split Family Transfer must meet the following requirements:
 - a. The persons who would be the family heads (original head and new head) must be listed as Head/Co-Head/or Spouse on the PHA's most recent lease and recertification (which prohibits individuals from extending their visit to the family to obtain a unit.
 - b. The family must be overcrowded according to the PHA's occupancy standards.
 - c. Both heads must be legally capable of executing a lease.

- d. The reason for the family split must be the addition of children through birth, adoption or court-awarded custody.
 - e. Divorce or legal separation.
 - f.
2. The moving family will be required to pay a \$150.00 deposit.

H. Security Deposits

When a family transfers from one unit to another, SAHA will transfer their security deposit to the new unit. The tenant will be billed for any maintenance or other charge due for the “old” unit.

I. Cost of Transfer

The resident will bear all of the costs of convenience transfer requests and tenant requested transfers.

J. Handling of Requests

1. Residents requesting a transfer to another unit or development will be required to submit a written request for transfer.
2. In case of a reasonable accommodation transfer, SAHA will encourage the resident to make the request in writing using a reasonable accommodation request form. However, SAHA will consider the transfer request any time the resident indicates that an accommodation is needed whether or not a formal written request is submitted.
3. SAHA will respond by approving the transfer and putting the family on the transfer list, by denying the transfer, or by requiring more information or documentation from the family, such as documentation of domestic violence, dating violence or stalking, in accordance with SAHA and HUD policies and procedures.
4. If the family does not meet the “good record” requirements, the manager will address the problem and, until resolved, the request for transfer will be denied.
5. SAHA will respond within ten (10) business days of the submission of the family’s request. If SAHA denies the request for transfer, the family will be informed of its grievance rights.

K. Transfer List

1. SAHA will maintain a centralized transfer list to ensure that transfers are processed in the correct order and that procedures are uniform across all properties.
2. Emergency transfers will not automatically go on the transfer list. Instead, emergency transfers will be handled immediately, on a case-by-case basis. If the emergency will not be finally resolved by a temporary accommodation and the resident requires a permanent transfer, that transfer will be placed at the top of the transfer list.
3. Transfers will be process in the following order:

These transfers will take precedence over new admissions:

- a. Emergency transfers (hazardous maintenance conditions);
- b. High-priority transfers (verified medical condition, threat of harm or criminal activity, and reasonable accommodation);
- c. Transfers to make accessible units available;
- d. Demolition, renovation, disposition, revitalization, and rehabilitation, etc.;
- e. Incentive Transfers (Type I);
- f. Other SAHA required transfers.

a. These transfers will not take priority over new admissions:

- a. Occupancy standards;
- b. Incentive Transfers (Type II);
- c. Other tenant requested transfers.

4. Within each category, transfers will be process in order of the date a family was placed on the transfer list, starting with the earliest date.
5. On a case-by-case basis, SAHA may approve the transfer of a family without regard to its placement on the transfer list in order to address the immediate need of a family in crisis.
6. Demolition and renovation transfers will gain the highest priority as necessary, to allow SAHA to meet the demolition or renovation schedule.

L. Transfer Offer Policy

1. Within each category, transfer applications will be sorted by the date the completed file, including any verification needed, is received from the manager.
2. Resident requested transfers will be processed in a manner not to affect vacancies. Based on the agency's overall vacancy rate, and/or recommendations from staff, the Director of Public Housing may authorize suspending the processing of resident requested transfers.
3. Residents will receive two offers for a transfer, providing the resident provides written verification and or documentation, that the first offer did not meet the needs specified in the original Transfer request.
4. When a public housing resident with a disability requests a reasonable accommodation for unit or development modifications that involve structural changes, SAHA will offer the resident the opportunity to:
 - a. If the request is for modifications, but not limited to widening entrances, rooms, or hallways, central air conditioning, etc. and there is a vacant, comparable, appropriately sized UFAS-compliant unit in that resident's project or another project, SAHA will offer to transfer the resident to the vacant unit in his/her project or to another project in lieu of providing structural modifications.

- b. Remain in their unit and make reasonable modifications to those elements in the resident's current unit that are necessary to provide greater accessibility; unless doing so would be structurally impracticable or would result in an undue financial and administrative burden.
 - c. Transfers will be considered and/or offered, when the request for a Reasonable Accommodation, is deemed structurally unfeasible, or cost prohibitive, at the resident's current unit. (i.e. in #1 above).
- 5. The resident may reject two offers for "good cause" before the resident's name is placed at the bottom of the transfer waiting list.
 - 6. If a resident rejects the transfer for a good cause reason that is not in the control of the resident, their name will remain at the top of the transfer waiting list.
 - 7. When the transfer is required by SAHA, refusal of that offer without good cause will result in lease termination.
 - 8. When the transfer has been requested by the resident, refusal of that offer without good cause will result in the removal of the household from the transfer list and the family must wait six months to reapply for another transfer.

M. Good Cause for Unit Refusal

- 1. Examples of good cause for refusal of a unit offer include, but are not limited to, the following:
 - a. The family demonstrates to SAHA's satisfaction that accepting the unit offer will require an adult household member to quit a job, drop out of an educational institution or job training program, or take a child out of day care or an educational program for children with disabilities.
 - b. The family demonstrates to SAHA's satisfaction that accepting the offer will place a family member's life, health, or safety in jeopardy. The family should offer specific and compelling documentation such as restraining orders, other court orders, risk assessments related to witness protection from a law enforcement agency, or documentation of domestic violence, dating violence or stalking.
 - c. A health professional verifies temporary hospitalization or recovery from illness of the principal household member, other household members (as listed on final application) or live-in aide necessary to the care of the principal household member.
 - d. The unit is inappropriate for the applicant's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a 30-day notice to move.
 - e. The unit has lead-based paint and the family includes children under the age of six.
- 2. SAHA will require documentation of good cause for unit refusal.

N. De-concentration

If subject to de-concentration requirements, SAHA will consider its de-concentration goals when transfer units are offered. When feasible, families above the Established Income Range (EIR) will be offered a unit in a development that is below the EIR, and vice versa, to achieve SAHA's de-concentration goals. A de-concentration offer will be considered a "bonus" offer; that is, if a resident refuses a de-concentration offer, the resident will receive an additional transfer offer.

O. Reexamination Policies for Transfers

The reexamination date will not be changed by the transfer.

VIII. ADDITIONS/DELETIONS TO THE HOUSEHOLD COMPOSITION

A. General

1. For the purpose of this section, Resident, Household Member, and Residence shall have the same meaning as set forth in SAHA's Public Housing Dwelling Lease Agreement.
2. The resident must make a request in writing and obtain the written approval of SAHA before anyone other than those persons authorized under the terms of the resident's Public Housing Dwelling Lease Agreement may occupy the residence.
3. SAHA shall approve the addition/deletion of a household member or a resident from the Dwelling Lease Agreement, in accordance with this policy.
4. All requests by a resident for a change in the family composition, addition or deletion, shall be:
 - a. Made in writing;
 - b. Submitted to the Management Office on a form designated for such purpose; and
 - c. Placed in the tenant file with all supporting documentation.
5. At the time of any deletion or addition, all information, forms and signatures necessary to complete a redetermination of rent must be completed and placed in the tenant file.
6. Additions and/or deletions shall be effective in accordance to the interim reexamination rule discussed in XII. E. 5 of this policy.

B. Deletions to the Family Composition

1. A resident has ten (10) calendar days to report to SAHA of a household member that has ceased to reside within the residence.
2. When a household member moves from the residence, the resident shall provide to SAHA, when available, evidence that the household member resides elsewhere. Such evidence includes, but is not limited to, a rental agreement showing the new address where the household member may be

found. If such evidence is unavailable, follow the steps in the verification hierarchy to determine the actual absence from the residence down to a certified statement.

3. No minor household member shall be deleted from the Dwelling Lease Agreement, unless the resident provides SAHA a certified copy of a court order showing that someone other than the resident or a household member has full custody and control of such minor.
4. For all deletions of a resident for reasons other than death, the resident who is to be deleted must provide SAHA with written notice of their intent to permanently vacate and relinquish all their rights to occupy the residence.

C. Additions to the Family Composition

1. All additions to the household, including but not limited to foster children, shall be as household members only.
2. SAHA shall not approve any additions to the household where such addition would cause the occupancy of the dwelling to exceed SAHA's occupancy standards.
 - a. The SAHA occupancy standard can be exempted when the individual being added to the household is a person whom the head of household has a "legal duty to support." In the state of Texas, spouses, domestic partners, and children fall into this category.
3. SAHA must approve the addition of all minors to the household except newborns born to a resident or a household member, an adoption by a resident or household member, or a court ordered custody of a minor. As used herein, a court ordered custody shall not include "foster care" placements.
4. As it pertains to the addition of minors, the resident shall give SAHA in the appropriate case:
 - a. A certified copy of all court orders granting custody to the resident or household member;
 - b. Certified proof of foster care placement with the resident or household member;
 - c. A copy of the minor's birth certificate; and/or
 - d. Other proof of legal custody.

Any addition to the household, regardless of age, who claims legal residency or citizenship status, must provide SAHA with a valid Social Security number and documentation to verify each number.

5. The resident shall be allowed ninety (90) days to provide a Social Security number and documentation for children under 6 years old. A 90 day extension may be granted if the delay in providing the Social Security number and verification is due to circumstances outside the resident's control. Failure to provide Social Security numbers could lead to termination from the program.
6. SAHA shall not approve any adult addition to the family who, if as part of an applicant family, would cause SAHA to deny the admission of that family to SAHA's public housing program. Specifically, without limitation, this shall require the processing of an application for the proposed addition that includes the passing of SAHA's criminal screening procedures. With respect to a family's income

eligibility, this limitation shall only apply for the first twelve (12) months of occupancy following admission.

7. No additions to the family shall be made once the family has been notified that they will be required to transfer to another specified unit.

D. Live-In Aides

1. It is the policy of the Housing Authority of the City of San Antonio to allow a family to have a live-in aide(s) under the following conditions:

- a. The person for whom the live-in aide is requested is:
 - b. Elderly (age 62 or older);
 - c. Near elderly (age 50 to 61);
 - d. Disabled
 - i. Has a disability, as defined in 42 U.S.C. 423;
 - ii. Is determined, in accordance with 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;
 4. Has a developmental disability. The term "developmental disability" means a severe, chronic disability of an individual that:
 - a. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - b. Is manifested before the individual attains age 22;
 - c. Is likely to continue indefinitely;
 - d. Results in substantial functional limitations 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;
 - vii. Economic self-sufficiency; and/or
 - viii. Reflects the individual's need for a combination and sequence of special, interdisciplinary, or generic services, individualized supports, or other forms of assistance that are of lifelong or extended duration and are individually planned and coordinated.
 - e. Is none of the above, but is still an individual with handicaps, as defined in 24 CFR 8.3.

2. Any individual that is proposed to become a live-in aide:

- a. Must be determined to be essential to the care and well-being of the person(s);

- b. Must not be obligated for the support of the person(s), for example, spouses, registered domestic partners, and minor dependents of the family member;
 - c. Would not be living in the unit except to provide the necessary supportive services;
 - d. Any individual that is proposed to become a live-in aide must pass that program's requirements as it pertains to criminal background checks. Any adult family member of a live-in aide who will be residing in the unit must also pass the program's screening requirements.
3. The procedures used to verify the need of a live-in aide are found in SAHA's Manual of Standard Operating Procedures.
 4. At any time should the tenant no longer need the services of the live-in aide SAHA will be notified within 2 business days and the tenant shall insure that the aide vacates the unit within 2 business days.
 5. For occupancy standards regarding live-in aides, see Section VI of this policy.

E. Family Break-up

In the event when the head and co-head break up, the individual entitled to the interest of the unit will be determined by the party's involved or legal settlement, if any.

F. Temporary Out of the Residence

1. As used herein, "Temporary" means out of the residence for more than fifteen (15) consecutive days.
2. A resident or household member who is temporarily out of the residence shall be removed from the lease whenever the resident or household member:
 - a. Fails to participate in any review and no reasonable date to return can be ascertained;
 - b. The resident or household member established legal residence elsewhere.
3. In the case of minors, no minors shall be removed from the household except in accordance with Section VIII. B. 3 above and where the minor's right to return to the household have been legally terminated.

IX. THE DEATH OF THE RESIDENT AND STATUS OF THE REMAINING HOUSEHOLD MEMBERS

1. For the purposes of this section governing the status of the remaining household members, when the sole resident dies, the terms Resident, Household Member, and Residence shall have the same meaning as set forth in SAHA's Public Housing Dwelling Lease Agreement.
2. When a resident to a Public Housing Dwelling Lease Agreement dies and there is at least one adult household member with a resident status according to the Dwelling Lease Agreement, in possession of the residence, SAHA shall execute a new Public Housing Dwelling Lease Agreement with the remaining family members, providing the remaining family members meet the then existing suitability admission requirements to SAHA's public housing program. Specifically, without

limitation, this shall require the processing of an application and the passing of SAHA's criminal screening procedures by all remaining adult household members.

3. Where the resident to a Public Housing Dwelling Lease Agreement dies leaving only minor household members in possession of the residence, SAHA shall execute a new Public Housing Dwelling Lease Agreement with any court appointed guardian of such minors, providing such guardian and their family, if any, meet the then existing admission requirements to SAHA's public housing program. Specifically, without limitation, this shall require the processing of an application and the passing of SAHA's criminal screening procedures by all proposed adult occupants of the residence.

X. THE RESIDENT IS PERMANENTLY PLACED IN A NURSING/RETIREMENT HOME (BOARD AND CARE) AND THE STATUS OF THE REMAINING HOUSEHOLD MEMBERS

When a resident to a Public Housing Dwelling Lease Agreement is permanently placed in a Nursing/Retirement Home (Board and Care) and the resident gives up his/her rights in writing and there is at least one adult household member in possession of the residence, SAHA shall execute a new Public Housing Dwelling Lease Agreement with the remaining family member(s); providing the remaining family members meet the then existing admission requirements to SAHA's public housing program. Specifically, without limitation, this shall require the processing of an application and the passing of SAHA's criminal screening procedures by all remaining adult household members.

XI. LEASING UNITS

A. General

A Dwelling Lease Agreement will be entered into by SAHA and every family that will be admitted to allow-rent housing unit. The head of the household, spouse, and/or the co-head, if any, will be required to sign the Dwelling Lease Agreement on behalf of the family. The Dwelling Lease Agreement will be kept current at all times and must be compatible with SAHA policy, Texas and Federal Law.

B. Security Deposits

1. A security deposit shall be paid to SAHA by the family at the time of admission. This amount must be paid in full at the time of move in, unless the Property Manager has determined that due to hardship the applicant requested and was granted an installment payment agreement.
 - a. Once paid, the security deposit will not be decreased.
 - b. The security deposit shall be transferred without offset between units when a family is transferred between SAHA owned units. The cost of any repairs and cleanup to the unit from which the family was transferred shall be charged to the resident as an "other charge" under the Dwelling Lease Agreement.
 - c. Upon vacating a unit, other than a transfer between SAHA owned units, the security deposit shall be accounted for and returned in accordance with Texas State Law.

- d. When the family's Dwelling Lease Agreement is terminated, voluntarily or involuntarily, the security deposit shall be returned to the resident, if he/she gives at least 30 day notice in writing saying that he/she plans to move out.
2. The following will be withheld from the security deposit:
 - a. Any unpaid rent or other charges due SAHA;
 - b. Any charges for non-routine cleaning or for repairing or replacing damage or destruction caused by the resident;
 - c. Charges for new keys to replace those not returned;
 - d. Charges for stoves, refrigerators, or other SAHA property;
 - e. The charges being withheld from a security deposit shall be itemized in a letter to the former resident, sent to the current or last known address.
 3. The Director of Public Housing may waive the security deposit for new admissions to a development in order to reduce excess vacancies within that development. This waiver may apply to one or more developments at a particular time.

XII. PERIODIC REEXAMINATIONS

A. Annual Reexaminations

SAHA shall complete an annual re-exam on all residents listed as having a status of "Family" or "Elderly/Disabled Family" status and receives income in the form of wages, child support or other contributions. Increases or decreases in the tenant rent as a result of regular reexaminations will be effective in accordance with the Master Reexamination Schedule.

B. Biennial Reexaminations

1. SAHA shall complete a biennial re-exam on all residents whose only source of household income is listed as fixed income in the form of SSI, social security, pension, and/or annuity.
2. Each month, commencing with January 1, 2014, all residents not on an annual reexamination, excluding Flat or EID Rents will be converted to biennial re-exams based on the Master Reexamination Schedule.

C. Special Reexaminations

1. When it is not possible to estimate projected family income at the time of admission or annual reexamination, a temporary determination will be made with respect to income and a special reexamination will be scheduled. Special reexaminations will be scheduled every 30, 60, or 90 days, until a reasonable accurate estimate of income can be made.
2. Situations that would trigger a Special Reexamination would be:
 - a. When a family reports zero income;
 - b. When a family's financial condition is unstable and expected to change routinely, for example, if a family member is on temporary disability or is expected to be employed.

- c. When a resident requests an exemption from minimum rent due to financial hardship.

D. Interim Reexaminations

1. A resident has ten (10) calendar days to report to SAHA any decrease or increase in annual income from all sources for each household member.
2. Any resident who has a decrease in annual income and who applies for a decrease in tenant rent shall be given an appropriate adjustment in conformance with the Rent Determination Procedures, in Section IV, and until the next annual reexamination must report all increases in his/her family's income.
3. If the family reports an increase in cumulative income of \$200 or less, due to the costs of administratively processing the information; no verification, processing or rent adjustment shall be made. Families will be required to sign a written statement verifying the total amount of any increase(s) is \$200 or less per month.
4. The resident file will be documented and the increase will be picked up at the next regularly scheduled annual/biennial reexamination.
5. Exception: A resident whose welfare grant is decreased because of non-compliance sanction with TANF self-sufficiency or work requirements or fraud are not eligible for a rent reduction.

E. Earned Income Disallowance (EID)

1. For families who qualify for the EID, they must agree to participate in the FSS Program, if not already in the program. The disregard will consist of Yr. 1: 100% of the earned income disregarded, Yr. 2: 50% of the earned income disregarded, Yr. 3: 25% of the income disregarded, Yr. 4: 20% of the income disregarded, and Yr. 5: 10% of the income disregarded. There will be no "start-stop" for the disregard regardless of economic conditions (losing or gaining employment). Because this disregard allows the family to retain earnings immediately it will replace the FSS Escrow account for new FSS participating families. There will be no FSS escrow earned for families entering the FSS program after July 1, 2012 and receiving the simplified EID. For families already in the FSS program, any escrow earned will remain in the account and the family will be eligible for that amount when eligibility criteria for the escrow disbursement has been met under the current FSS program regulations.
2. The head, co-head, or spouse can qualify the family for the disregard. To qualify, the member must be previously unemployed. In addition, the FSS contract will require the family to be compliant with their Dwelling Lease agreement throughout the contract period as well as complete the FDIC Money Smart Financial Literacy Education Program. Failure to meet these two criteria without good cause will result in loss of the EID.

F. General Reexamination Procedures

1. Residency Rule

- a. Beginning with the first annual reexaminations scheduled after October 2, 1995, all residents were required to:
 - i. Submit evidence of citizenship or eligible immigration status of all family members;
 - ii. Submit Certification that family members do not claim eligible immigration status or choose not to declare their immigration status.
 - iii. This requirement shall occur once during continuous occupancy, except new family members must also provide the Certification(s) before entering the household.
 - iv. The responsible adult must complete the Certification for new-born family members at the next annual or interim re-certification.

2. Disclosure of Assigned Social Security Numbers

- a. As a condition of continued eligibility, any household member who is under the age of 62 as of January 31, 2010 and who claim legal residency or citizenship status must provide documentation of a Social Security number if they have not previously done so.
- b. SAHA will terminate the tenancy of any family who does not meet the applicable Social Security number disclosure, documentation, and verification requirements set forth above. Termination may be deferred for up to 90 days due to unforeseen circumstances.

3. Authorization for the Release of Information, Form HUD-9886 and Other Release Forms

- a. As a condition of continued eligibility, the resident, spouse, and for each member of the resident's household who is 18 years of age or older must sign and submit a Form HUD-9886, "Authorization for the Release of Information," and other release forms necessary to determine the family's income and continued eligibility factors.

4. Reexaminations

- a. At the time of reexamination, the head of the household, spouse, or co-head, will be required to submit an Application for Continued Occupancy, along with verification and documentation of income, family composition, assets, and employment.
- b. Following receipt of this documentation, a determination of eligibility for continued occupancy will be made using the following criteria:
 - i. The family must continue to qualify as a family as defined in 24 CFR 5.403 and outlined in Exhibit 1A.
 - ii. The family must be in compliance with the resident obligations and responsibilities detailed in the Dwelling Lease Agreement.
 - iii. The family must be in compliance with the eligible immigration status requirements.
 - iv. The family must meet the applicable Social Security number disclosure, documentation, verification, and Certification requirements.
 - v. The family must meet the authorization for the release of information requirements.

vi. As provided in Section XIII of this policy, all non-exempt adult household members must be in compliance with the Community service and Self-Sufficiency requirement.

1. Non-exempt adult household members who are not in compliance must enter into a work-out plan with the Property Manager or vacate the residence.

d. Residents shall be notified in writing of any changes affecting their rent. Changes in rent shall be effective in accordance with the Master Reexamination Schedule.

5. Interim Reexaminations

a. Changes in rent occasioned by an Interim Reexamination shall be effective as follows:

i. A decrease in rent shall be made effective the first day of the month following the month in which the change in annual income was reported by the resident, providing the change has occurred.

ii. An increase in rent shall be made effective the first day of the second month following the month in which the increase in annual income occurred. The resident must be given a 30-day notice of rent increase.

b. For interim reexaminations conducted due to statutory changes in annual income that occur for all recipients of AFDC, SSI, General Relief, Social Security, or other similar benefit, SAHA will conduct a special reexamination as long as the household certifies that there has not been a significant change (\$200.00 or more per month) in each of the other reported income sources from the last review.

G. Resident Misrepresentations

1. In accordance with the Dwelling Lease Agreement, if a resident's misrepresentations at the time of admission, annual, special, or interim reexamination have caused a family to pay a lower rent than should have been paid, such residents will be notified in writing and required to pay the difference between the rent paid and that which should have been paid, retroactive to the date the change in rent would have been effective.

2. In addition to collecting retroactive rent, SAHA has the right to pursue additional actions and remedies under the law including terminating the Dwelling Lease Agreement.

H. Failure to provide reexamination information at the proper time may result in termination of the Dwelling Lease Agreement.

XIII. COMMUNITY SERVICE AND SELF SUFFICIENCY REQUIREMENT

This section establishes the policy for verification of resident compliance with the requirement for participation in community service or self-sufficiency programs.

A. Purpose

1. SAHA is required to adhere to the statutes and regulations established by the Congress of the United States and the Department of Housing and Urban Development.
2. Effective January 1, 2001, as part of the Housing Report Act of 1998, and in accordance with provisions, therein, all adult residents of SAHA public housing developments who do not fall under any of the prescribed exemptions, are required to perform eight (8) hours a month of community service and/or self-sufficiency activities. (Title 24 CFR 960.600, 960.901, 960.603, and 960.605)
3. Third-party verification of involvement in such activity is to be made available to SAHA upon resident's annual review. Third party verification includes verification of adult resident's exemption status.

B. Applicability

1. This policy is applicable to all adult residents, head of household, spouse, co-head and household member(s) age 18 years or older, of SAHA public housing developments, except for those household members who fall into one or more of the exempted categories listed in Section C, below.
2. The eight (8) hours may be made up of a combination of community service and/or self-sufficiency activities.

C. Definitions

1. Community Service: The performance of voluntary work or duties that are a public benefit, that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.
2. Exempt Individuals: Individuals exempt from this requirement include those adults who are:
 - i. 62 years of age or older;
 - ii. Blind;
 - iii. Disabled (as defined in this policy);
 - iv. Is the primary caregiver to someone 62 years or older, blind or disabled;
 - v. Is engaged in work activities (as defined in this policy);
 - vi. Is exempt from TANF or other State of Texas' Welfare-to-Work program;
 - vii. Is a participant in a Welfare-to-Work program and is in compliance with the requirements of such program.
3. Work Activity: Participation in one or more of the following activities constitutes work activity:
 - a. Unsubsidized employment;
 - b. Subsidized private or public employment;
 - c. On the job training;

- d. Job search;
 - e. Job readiness;
 - f. Community service programs;
 - g. Vocational education training;
 - h. Education directly related to employment for residents without a high school diploma or GED;
 - i. Satisfactory attendance at a secondary school;
 - j. Provision of childcare services to a resident participating in a community service program.
4. Disabled: For the purpose of this requirement, “disability” means “the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment, which can be expected to last for a continuous period of not less than 12 months.” [42 USC 416(i)(1)]
5. Economic Self-sufficiency Program: Any approved program designed to encourage, assist, train, or facilitate the economic independence of participants.

D. Example of Acceptable Community service Activities

1. SAHA non-exempt adult residents may satisfy this requirement by providing volunteer service to the following types of programs:
- a. Youth programs - this may include preschool programs, child care, and after-school programs;
 - b. Local elementary school – PTO/PTA programs or other activities as needed;
 - c. Participation on Resident Advisory Council, Resident Management Corporations, or Resident Advisory Board;
 - d. On-going volunteering with other community based non-profit organization, which may include faith-based institutions.

E. Example of Acceptable Self-Sufficiency Activities

1. Adult SAHA residents may satisfy this requirement by participating in self-sufficiency activities such as:
- a. Programs for job training or on-the-job training, including apprenticeships;
 - b. Work experience programs;
 - c. Employment counseling;
 - d. Work placement;
 - e. Basic skills training;
 - f. Education, such as those leading to a GED, other degrees or employment possibilities;
 - g. English proficiency;
 - h. Workfare;
 - i. Financial or household management;
 - j. Any program necessary to ready a participant for work, including a substance abuse or mental health treatment program, or other work.

F. Verification

1. All adult residents of SAHA public housing sites must provide verification of either compliance with this requirement or exemption. Verification of compliance may include:
 - a. Completion of the appropriate SAHA form;
 - b. Copy of school enrollment confirmation;
 - c. Copy of most recent paycheck stub;
 - d. Copy of participation compliance with TANF (welfare) or other welfare-to-work activities;
 - e. Other third party verification.
 - f. Date of verification documentation must be at least thirty (30) days before the date of the annual lease review.

G. Execution of Revised Rental Agreement

1. Beginning with reexaminations effective January 1, 2001, all residents are required to sign a revised Dwelling Lease Agreement. The term of the lease will be twelve (12) months.
2. One of the requirements for SAHA to renew the Dwelling Lease Agreement for another term of 12 months is to be in compliance with the community service requirements set forth in this Section.

H. Compliance Review

1. Beginning January 1, 2001, all adult residents of SAHA public housing sites will be required to provide documentation confirming compliance with or exemption from the community service provision within thirty (30) days of the date of lease renewal.
2. SAHA will provide each family a list of adult members of the household within sixty (60) days prior to the annual lease renewal. The notice will indicate the status as to exemption from, compliance with, or need to comply with the community service regulation. The notice will also provide instructions as to how household members may come into compliance or claim exemption from this provision.
3. Non-exempt adult household member and the resident will sign a written plan of action in concordance with the development management indicating how they will come into compliance. This is to include additional hours needed to make up for the hours not served while in non-compliance retroactive to the first annual reexamination after January 1, 2002.
4. If SAHA determines that a family member is in non-compliance with this provision, the resident will be provided the following:
 - a. Notification of the non-compliance;
 - b. A statement that SAHA will not renew the lease at the end of the twelve (12) month term, unless the non-compliant adult performs according to the written agreement;
 - c. That the resident may request a grievance procedure to address the issue of non-renewal of the lease.

5. Refusal to develop and adhere to a plan of action will result in non-renewal of the lease.

XIV. DWELLING LEASE AGREEMENT, TERMINATION AND EVICTION

A. Notice of Dwelling Lease Agreement Termination

1. Except for an eviction where pursuant to the Grievance Policy, the resident is not entitled to a grievance hearing, no resident will be evicted without SAHA first providing that resident with a written Notice of Dwelling Lease Termination, in which is stated the reason(s) for the termination and advising the resident of his/her right to request a hearing in writing in accordance with the Resident Grievance Procedure. Following delivery of the Notice of Dwelling Lease Agreement Termination, the resident will be given an opportunity to present a written reply or explanation concerning SAHA's reasons for terminating the lease. Except as noted above, judicial eviction proceedings will not begin until the period specified in the Notice of Dwelling Lease Agreement Termination has passed or the Grievance Procedure has been completed, whichever is appropriate.

B. Eviction

1. SAHA shall give written notice of termination of the Dwelling Lease Agreement only for good cause which includes, but is not limited to, serious or repeated interference with the rights of other residents, serious or repeated damages to the premises, creation or maintenance of a threat to the health or safety of other residents or SAHA's employees, non-payment of rent, or serious or repeated violations of the material terms of the Dwelling Lease Agreement.

XV. DISASTER VICTIMS

1. In response to a disaster, SAHA may use available community area space or vacant units to meet the immediate shelter needs of those affected by the disaster, regardless of their eligibility for public housing. This does not constitute an admission.
2. SAHA may use public housing units as temporary shelter only for the duration of the emergency.
3. Such efforts should be coordinated with the Federal Emergency Management Agency (FEMA) or with state or local emergency organizations or with private relief organizations, such as the Red Cross.
4. The family is to be charged rent based on HUD regulations.
5. For admissions purposes, disaster victims must be processed like any other applicant. The family must meet the eligibility requirements, undergo the required screening and verification process, and, if determined to be eligible, offered housing in accordance with existing policies and procedures.
6. Applicants on the waiting list, whether disaster victims or not, shall have a priority for vacant, habitable units over disaster victims who are not qualified for public housing.

XVI. NON-SMOKING POLICY

Effective January 1, 2012, all SAHA properties within the Public Housing Program will be designated as non-smoking. Smoking is not permitted inside a building or unit. Smoking is not permitted within 20 feet of any SAHA building. Certain properties, such as high-rise locations, have designated smoking areas with signs posted. Other properties are spread over large areas, so the 20-foot rule applies. If a resident is uncertain of the smoking area for their property, he or she should check with property management staff.



SAN ANTONIO HOUSING AUTHORITY

List of 2012 ACOP Exhibits

- 1A Definitions
- 1B 2013 Income Limits
- 1C 2013 Mixed Income Rents
- 1D 2013 Flat Rent Schedule
- 1E Screen & Eviction Policy
- 1F Grievance Policy
- 1G 2013 Utility Allowances
- 1H Schedule of Sales & Services



Document No:
Exhibit 1A

SAN ANTONIO HOUSING AUTHORITY

DEFINITIONS

XII. Definitions

1. Absent Head, Spouse, or Co-head – An employed head, spouse, or co-head absent from the unit more than 90 consecutive days due to employment will continue to be considered a family member.
2. Accessible Dwelling Units – When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route and when designed, constructed, altered, or adapted can be approached, entered, and used by individuals with a physical disability. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in the Uniform Federal Accessibility Standards (UFAS) [24 CFR 8.32 & 40]. When an individual dwelling unit in an existing facility is being modified for use by a specific individual, the unit will not be deemed accessible, even though it meets the standards that address the impairment of that individual, unless it also meets the UFAS standards.
3. Accessible Facility – All or any portion of a facility, other than an individual dwelling unit, used by individuals with a physical disability [24 CFR 8.21].
4. Accessible Route – For persons with mobility impairment, a continuous unobstructed path that complies with the space and reaches requirements of the UFAS. For persons with hearing or vision impairments, the route need not comply with requirements specific to mobility [24 CFR 8.3 & 40.3.5].
5. Adaptability – Ability to change certain elements in a dwelling unit to accommodate the needs of disability and non-disability persons; or ability to meet the needs of persons with different types and degrees of disability [24 CFR 8.3 & 40.3.5].
6. Admission – To the program is the effective date of the Dwelling Lease Agreement. At this point, the family becomes a resident.
7. Adjusted Income – Income upon which rent is based. The adjusted income is the annual income less the following deductions and exemptions [24 CFR 5.611]:
 - a. Child care expenses
 - b. Child support payments
 - c. Dependent deduction
 - d. Earned income of minors
 - e. Elderly/Disabled household exemption
 - f. Medical expenses
 - g. Spousal support payments
8. Adult – A person who is 18 years of age and older or who has been convicted of a crime as an adult under any Federal, State or Tribal law.
9. Alteration – Any change in a facility or its permanent fixtures or equipment. It does not include: normal maintenance or repairs, re-roofing, interior decoration or changes to mechanical systems [24 CFR 8.3 & 8.23 (b)].

10. Annual Income – The anticipated total income from all sources received by the family, head, co-head, and spouse (even if temporarily absent) and by each additional adult family member. It includes net income derived from assets for the 12-month period following the effective date of initial determination or re-examination of income. If it is not feasible to anticipate income for a 12-month period, SAHA may use the “Anticipated Annual Income”, which is the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. (This method would be used for teachers who are paid for only nine (9) months or for residents receiving unemployment compensation.)

- a. To annualize full-time employment, multiply as follows:
 - i. Hourly wages by 2080 hours
 - ii. Weekly wages by 52
 - iii. Bi-weekly wages by 26
 - iv. Semi-monthly wages by 24
 - v. Monthly amount by 12
- b. Income includes but is not limited to [24 CFR 5.609]
 - i. Full amount before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.
 - ii. Net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business.
 - iii. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Any withdrawal of cash or assets from an investment will be included in income, except withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property. Where the family has net family assets (see Definitions) greater than \$5,000, annual income shall include the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by the HUD field office, whichever is greater.
 - iv. Full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump sum amount or prospective monthly amounts for the delayed start of a periodic amount for other than social security or SSI.
 - v. Payments in lieu of earnings, such as unemployment, disability compensation, worker's compensation and severance pay.
 - vi. All welfare assistance payments received by or on behalf of any family member.
 - vii. Periodic and determinable allowances, such as alimony and child support payments, and regular cash contributions or gifts received from agencies or persons not residing in the dwelling, made to or on behalf of family members.
 - viii. All regular pay, special pay and allowances of a family member in the Armed Forces, other than excluded below.
 - ix. Does not include [24 CFR 5.609]:
 1. Income from the employment of children (including foster children) under the age of 18.

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone).
3. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains and settlement for personal property losses.
4. Amounts received by the family that are specifically for, or in reimbursement of the cost of medical expenses for any family member.
5. Income of a live-in aide; provided the person meets the definition of a live-in aide. [24 CFR 5.403]
6. Full amount of student financial assistance paid directly to the student or the educational institution.
7. Special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
8. Certain types of income related to training:
 - a. Income received, such as stipends, wages, transportation payments, and childcare vouchers, pursuant to a job-training program. This exclusion of income is allowed only during the job-training program. [HUD Handbook 4350.3, Ch. 3]
 - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of SSI and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
 - c. Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program.
 - d. A resident services stipend: a modest amount not to exceed \$200/month received by a public housing resident for performing a service for SAHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include but are not limited to fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.
 - e. 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.
9. Temporary, non-recurring, or sporadic income, including gifts.
10. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse).
12. Earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988 [Section 22 of the Housing Act of 1937 (42 U.S.C. 1437t)], or any comparable Federal, State or local law during the exclusion period; the following definitions apply (for guidance, see PIH Notice 98-2 in Addendum F):
 - a. Comparable Federal, State or local law means a program providing employment training and supportive services that is:
 - i. Authorized by a Federal, State or Local law;

- ii. Funded by the Federal, State or Local government;
 - iii. Operated or administered by a public agency;
 - iv. To assist participants in acquiring employment skills.
 - b. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
13. Adoption assistance payments in excess of \$480.00 per adopted child.
 14. Deferred periodic payments of supplemental security income (SSI) and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
 15. 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.
 16. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
 17. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937:
 - a. Value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977.
 - b. Payments to volunteers under Domestic Volunteer Services Act of 1973 (RSVP, Foster Grandparents, Senior Companion Program; Older American Committee Service Program, VISTA, Peace Corps, Service Learning Program, Special Volunteer Programs; Small Business Administration Programs such as National Volunteer Program to Assist Small Business and Promote Volunteer Service to Persons with Business Experience, Service Corps of Retired Executives (SCORE), and Active Corps of Executives (ACE)).
 - c. First \$2,000 of payments received under the Alaska Native Claims Settlement Act.
 - d. Income derived from certain sub-marginal land of the U.S. that is held in trust for certain Indian tribes.
 - e. Payments or allowances made under Department of Health and Human Services Low-Income Home Energy Assistance Program.
 - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act.
 - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
 - h. First \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian Tribe by the Secretary of Interior.
 - i. Amounts of scholarships funded under Title IV of Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs (Pell Grants, Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study and Byrd Scholarships).
 - j. Payments received from programs funded under Title V of the Older Americans Act of 1965 (Senior Community Services Employment Program, National Caucus Center on the Black Aged, National Urban League, Association National Pro Personas Mayors, National Council on Senior Citizens and Green Thumb).

- k. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Orange product liability litigation.
- l. Payments received under the Maine Indian Claims Settlement Act of 1980.
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990.
- n. Earned Income Tax Credit refund payments received on or after January 1, 1991.
- o. Amounts earned by temporary census employees, provided the terms of employment do not exceed 180 days.

11. Applicant – A person or a family that has applied for admission to housing.

12. Application – A written form, to be signed and dated by an adult member of the family, which includes information SAHA needs to determine whether the family may be admitted in accordance with Section V of this Policy.

13. Area of Operation – The jurisdiction of SAHA as described in applicable State law and SAHA's Article of Incorporation.

14. Assets – Cash (including saving and/or checking accounts), stocks, bonds, savings, equity in real property, or the cash value of life insurance policies. Assets do not include the value of personal property such as furniture, automobiles and household effects or the value of business assets. Third party verification of assets will be required for assets totaling a value of \$25,000 or more. SAHA may seek oral verification and/or mail third party verification, if there is a discrepancy or if documents appear altered. SAHA may also employ quality control measures to randomly select participant accounts and require additional verification to ensure the integrity of the verification policy. Important note: See the definition of Net Family Assets, for assets used to compute annual income. [24 CFR 5.603]

15. Assistance Animals – Needed as a reasonable accommodation for persons with disabilities and are not considered pets. Not subject to the SAHA pet policy.

a. Assistance animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or affects a person's disability. Assistance animals, often referred to as service animals, assistive animals, supportive animals or therapy animals, perform many disability-related functions, including but not limited to the following:

- i. Guiding individuals who are blind or have low vision;
- ii. Alerting individuals who are deaf or hearing impaired;
- iii. Providing minimal protection or rescue assistance;
- iv. Pulling a wheelchair;
- v. Fetching items;
- vi. Alerting persons to impending seizures; or
- vii. Providing emotional support to persons with disabilities who have a disability-related need for such support.

b. Assistance animals are a means to provide a reasonable accommodation for an individual with a disability, but a person with a disability is not automatically entitled to have an assistance

animal. Reasonable accommodation requires that there is a relationship between the person's disability and their need for the animal.

16. Authority – Where used herein means the Housing Authority of the City of San Antonio.
17. Auxiliary Aids – Means services or devices that enable persons with impaired sensory, manual, or speaking skills to have an equal opportunity to participate in and enjoy the benefits of programs or activities. [24 CFR 8.3]
18. Biennial Re-exam – Elderly and disabled households with fixed incomes (SSI, social security, pension or annuity) and who have no earned income will recertify every two years.
19. Care Attendant – A person that regularly visits the unit of a SAHA resident to provide supportive or medical services. Care attendants are not live-in aides, since they have their own place of residence (and if requested by SAHA must demonstrate separate residence) and do not live in the public housing unit. Care attendants have no rights of tenancy.
20. Child Care Expenses – A deduction of amounts anticipated to be paid by the family for the care of children less than 13 years of age for the period for which Annual Income is computed. Allowed only when such care is necessary to enable a family member to be gainfully employed, to actively seek employment or to further his/her education. Amounts deducted must be un-reimbursed expenses and shall not exceed:
 - a. The amount of employment income included in SAHA's computation of Annual Income.
 - b. An amount determined to be reasonable by SAHA when the expense is incurred to permit education or to actively seek employment. The SAHA may use the average of rates obtained from four (4) local child care facilities to determine a reasonable maximum child care expense.
21. Child Support Payments – Any payment made by a member of the family for the support and maintenance of any child who does not reside in the household, except that the amount excluded under this clause may not exceed \$480 for each child for whom such payment is made; except that this clause shall apply only to the extent approved in appropriations acts.
22. Co-head of Household – A household where two persons are held responsible and accountable for the family, and where each co-head contributes to the rent.
23. Covered Person – For the purposes of screening and terminating tenancy for criminal activity, a tenant, any member of the tenant's household, a guest, or another person under the tenant's control.
24. Community Service – The performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community in which the resident resides. Political activity is excluded.

25. Dating Violence – Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
- The length of the relationship;
 - The type of relationship;
 - The frequency of interaction between the persons involved in the relationship.
26. Dependent – A member of the household, other than head, spouse, sole member, foster child, or live-in aide, who is under 18 years of age, or 18 years of age or older and disabled, disabled, or a full-time student, and qualifies for a \$480 deduction when computing income-based rent. [24 CFR 5.603]
- Must live with the family 50 percent or more of the time. When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the initial examination or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, SAHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.
27. Dependent Deduction – An exemption of \$480 for each member of the family residing in the household (other than the head of household, or spouse, live-in aide, foster adult or foster child) who is under eighteen (18) years of age, or with is eighteen (18) or older and disabled or a full-time student.
28. Designated Family – The category of family for whom SAHA elects, subject to HUD approval, to designate a development (e.g. elderly family in a development designated for elderly families) in accordance with the 1992 Housing Act. [PL 96-120]
29. Designated Housing or Designated Development – A development(s), or portion of a development(s) designated for elderly only or for disabled families only in accordance with PL 96-106.
30. Development – In accordance with the 504 definition, the whole of one or more residential structures and appurtenant structures, equipment, roads, walks and parking lots that are covered by a single contract for federal assistance or application for assistance, or are treated as a whole for processing purposes, whether or not on a common site. [24 CFR 8.3]
31. Disabled Family – A family whose head, co-head, spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one more live-in aide. [24 CFR 5.403]
32. Disabled Person – A person with a disability, as defined under federal civil rights laws [24 CFR 8.3 & 100.201] is any person who:

- a. Has a physical or mental impairment that substantially limits one or more of the major life activities of an individual, or
- b. Has a record of such impairment, or
- c. Is regarded as having such impairment.
- d. The phrase “physical or mental impairment” includes:
 - i. Any physiological disorder or condition, cosmetic or disfigurement, or anatomical loss affecting one or more of the following body systems; neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive; genito-urinary; hemic and lymphatic; skin; and endocrine; or
 - ii. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.
 - iii. Includes, but is not limited to such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- e. “Major life activities” includes, but is not limited to, caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning, and/or working.
- f. “Has a record of such impairment” means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major live activities.
- g. “is regarded as having an impairment” is defined as having a physical or mental impairment that does not substantially limit one or more major life activities but is treated by a public entity, such as SAHA, as constituting such a limitation; has none of the impairments defined in this section but is treated by a public entity as having such an impairment; or has a physical or mental impairment that substantially limits one or more major life activities, only as a result of the attitudes of others toward that impairment.
- h. The definition of a person with disabilities does not include:
 - i. Current illegal drug users;
 - ii. People whose alcohol use interferes with the rights of others;
 - iii. Persons who objectively pose a direct threat or substantial risk of harm to others that cannot be controlled with a reasonable accommodation under the public housing program.
- i. The above definition of disability determines whether an applicant or participant is entitled to any of the protections of federal disability civil rights laws. Thus, a person who does not meet this definition of disability is not entitled to a reasonable accommodation under federal civil rights and fair housing laws and regulations.
- j. The HUD definition of a person with a disability is much narrower than the civil rights definition of disability. The HUD definition of a person with a disability is used for purposes of receiving the disabled family preference, the \$400 elderly/disabled household deduction, the allowance for medical expenses, or the allowance for disability assistance expenses.
- k. The definition of a person with a disability for purposes of granting a reasonable accommodation request is much broader than the HUD definition of disability. Many people

will not qualify as a disabled person under the public housing program, yet an accommodation is needed to provide equal opportunity.

33. Displaced Person – A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise recognized pursuant to Federal disaster relief laws. This definition is used for eligibility determinations only. It should not be confused with the Federal preference for involuntary displacement. [42 USC 1437a(b)(3)]
34. Displacement Preference – An admissions preference awarded to applicants who can verify that they are or will be displaced by a natural disaster declared by the President of the United States, or by governmental action (e.g. an eminent domain taking, code enforcement action, etc.) or domestic violence.
35. Divestiture Income – Imputed income from assets, including business assets, disposed of by applicant or resident in the last two years at less than fair market value. See definition of Net Family Assets) [24 CFR 5.603]
36. Drug – A controlled substance as defined in the Controlled Substances Act. [24 CFR 5.100]
37. Drug Related Criminal Activity – The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [Section 102 of the Controlled Substance Act (21 USC 802)]. The SAHA considers an individual to have engaged in drug-related activity if there is evidence of drug-related criminal activity, possession and/or use of narcotic paraphernalia (which did or did not result in an arrest and/or conviction). [24 CFR 5.100]
38. Domestic Violence – Includes felony or misdemeanor crimes actual or threatened physical violence of a recent or continuous nature directed against one or more members of the applicant/resident's family by a current or former spouse 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, 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.
39. Due Process Determination – A determination by HUD that specified procedures for judicial eviction under State and local law require that a resident be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the unit [24 CFR 966.53]
40. Earned Income of Minors – The amount of any earned income of a member of the family who is not eighteen (18) years of age or older and the head of household (or the spouse of the head of household).

41. Elderly/Disabled Household Exemption – An exemption of \$400 per household.
42. Elderly Family – A family whose head, co-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 aide. [24 CFR 5.403]
43. Elderly Person – A person who is at least 62 years of age. [42 USC 1437a(b)(3)]
44. Eligibility Income – The applicant’s annual income amount. This figure is compared to the HUD approved income limits (issued annually) to determine if an applicant family is eligible for admission.
45. Eviction – Forcing the occupants to move out of the unit.
46. Extremely Low Income Family – A family whose annual income is equal to or less than 30% of Area Median Income, as published by HUD.
47. Family – A family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status [24 CFR 5.403]:
- a. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person:
 - 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 the home because of placement in foster care is considered a member of the family;
 - ii. An elderly family;
 - iii. A near-elderly family;
 - iv. A disabled family;
 - v. A displaced family; and
 - vi. The remaining member of a tenant family.
 - c. Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family’s household if they are living or will live regularly with the family. [24 CFR 5 and 960]
 - d. Live-in aides may also be considered part of the applicant family’s household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.
 - e. When families apply that consist of two families living together, such as a mother and father, and a daughter with her own husband and/or children, if they apply as a family unit, they will be treated as a family unit.
48. Family Self Sufficiency – Any approved program established by SAHA to promote self-sufficiency among participating families, including the provision of supportive services, toward the goal of the families no longer needing public assistance.

49. Flat Rents – Total Tenant Payments set by SAHA that are based on market rate rents and comparable to rents in the private sector for similar type and size units.
50. Foster Children and Foster Adults – Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609(c)(2)]. A child/adult placed in the care of a Foster Family by a licensed Child Placement Agency or Adult Placement Agency.
51. Fraud – Fraud as defined under any Federal, State civil or criminal statute, or any other deliberate misrepresentation to this Authority by any member of an applicant or resident family. [24 CFR 966.2]
52. 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. Educational institution shall include but not be limited to: college, university, secondary school, vocational school or trade school [24 CFR 5.603].
53. Gender Identify – Actual or perceived gender-related characteristics [24 CFR 5.100],
54. Guest – A person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The requirements of the lease apply to a guest as so defined. [24 CFR 5 (A) and (I)]
55. Hate Crimes – Actual or threatened physical violence or intimidation of a recent or continuing nature that is directed against a person or his property that is based on the person's race, age, color, religion, sex, national origin, disability or familial status.
56. Head of the Household – The family member, identified by the family, for purposes of determining income eligibility and rent. The head of household is responsible for ensuring that the family fulfills all of its responsibilities under the program, alone or in conjunction with a co-head or spouse.
- a. The family may designate any qualified family member as the head of household.
 - b. The head of household must have the legal capacity to enter into a lease under state and local law. A minor who is emancipated under state law may be designated as head of household.
57. Household – All persons occupying a housing unit. The occupants may be a family, two or more families living together, or any other group of related or unrelated persons who share living arrangements, regardless of actual or perceived, sexual orientation, gender identify or marital status. The family and a SAHA approved live-in aide.
58. Housing Quality Standards (HQS) – The HUD minimum quality standards for housing assisted under the Public Housing program.
59. HUD – The Department of Housing and Urban Development or its designee.

60. Immediate Vicinity – Means within a three-block radius of the premises.

61. Income-Based Rent – Total Tenant Payment that is based on the family's income.

62. Income Disregard – For families who qualify for the EID, they must agree enroll in a SAHA sponsored self-sufficiency program, if not already in the program. The disregard will consist of: Yr. 1: 100% of the earned income disregarded, Yr. 2: 80% of the earned income disregarded, Yr. 3: 60% of the income disregarded, Yr. 4: 40% of the income disregarded, and Yr. 5: 20% of the income disregarded. There will be no “start-stop” for the disregard regardless of economic conditions (losing or gaining employment). An EID participant is not eligible to have an Escrow Account and must work with their case manager to determine whether they want to be an EID or Escrow Account participant. For families already in the FSS program any escrow earned will remain in the account and the family will be eligible for that amount when eligibility criteria for the escrow disbursement has been met under the current FSS program regulations.

The head, co-head, or spouse can qualify the family for the disregard. In addition, the FSS contract will require the family to be compliant with their Dwelling Lease Agreement throughout the contract period as well as complete the FDIC Money Smart Financial Literacy Education Program. Failure to meet these two criteria without good cause will result in loss of the EID.

63. Income Limits – The income limits for each county in the state are determined and published by HUD annually. Income limits are based on 30%, 50% and 80% of the median income for the area.

64. Individuals Confined for Medical Reasons – An individual confined to a nursing home or hospital on a permanent basis is not considered a family member.

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

65. Individual With Disabilities – Section 504 definition [24 CFR 8.3] of Individual with Disability and Qualified Individual with Disability are not the definitions used to determine program eligibility. Instead, use the definition of person with disabilities as defined later in this section. Note: the Section 504, Fair Housing, and Americans with Disabilities Act (ADA) definitions are similar. ADA uses the term “individual with a disability.” Individual with disability means any person who has:

- a. A physical or mental impairment that:
 - i. Substantially limits one or more major life activities;
 - ii. Has a record of such an impairment ; or
 - iii. Is regarded as having such impairment.
- b. For purposes of housing programs, the term does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating

in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.

c. Definitional elements:

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

- d. The 504 definition of disability does not include homosexuality, bisexuality, or transvestitism. Note: These characteristics do not disqualify an otherwise disabled applicant/resident from being covered.

66. Kinship Care – An arrangement in which a relative or non-relative becomes the primary caregiver for a child or children but is not the biological parent of the child or children. The primary caregiver need not have legal custody of such child or children to be a kinship caregiver under this definition. [Kinship Care Development, National Association for Public Interest Law]

67. Live-in Aide – A person who resides with an elderly person(s), near elderly person(s) or person(s) with disabilities and who: (a) is determined by SAHA to be essential to the care and well-being 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. [24 CFR 5.403]

a. The SAHA policy on Live-in Aides stipulates that:

- i. Before a Live-in Aide may be moved into a unit, a third-party verification must be supplied that establishes the need for such care and the fact that the Live-in Aide is qualified to provide such care;

- ii. Move-in of a Live-in Aide must not result in overcrowding of the existing unit according to the maximum-number-of-persons-per-unit standard (although, a reasonable accommodation for a resident with a disability may be to move the family to a larger unit);
- iii. Live-in Aides have no right to the unit as a remaining member of a resident family;
- iv. Relatives who satisfy the definitions and stipulations above may qualify as Live-in Aides, but only if they sign a statement prior to moving in relinquishing all rights to the unit as the remaining member of a resident.
- v. A Live-in Aide will be required to meet SAHA's screening requirements with respect to past behavior especially:
 - 1. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at present or prior residences that may adversely affect the health, safety, or welfare of other tenants or neighbors;
 - 2. Criminal activity such as crimes of physical violence to persons or property and other criminal acts including drug-related criminal activity that would adversely affect the health, safety, or welfare of other residents or staff or cause damage to the unit or the development; and
 - 3. A record of eviction from housing or termination from residential programs.

68. Local Preference – A preference used by SAHA to select among applicant families without regard to their federal preference status.

69. Low-Income Family or Household – A family whose annual income does not exceed 80 percent of the median income for the area as determined by HUD with adjustments for smaller and larger families. [42 USC 1437 (a)(b)]

70. Medical Expenses:

- a. The amount by which 3% of the family's Annual Income is exceeded by the sum of:
 - i. Unreimbursed medical expenses of any elderly family or disabled family;
 - ii. Unreimbursed medical expenses of any family that is not covered under (a) above, except that this shall apply only to the extent approved in Appropriations Acts; and
 - iii. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each disabled member of the family, to the extent necessary to enable any member of such family to be employed. (Equipment and auxiliary apparatus may include but are not limited to: wheelchairs, lifts, reading devices for the visually impaired, and equipment added to cars and vans to permit their use by the disabled or disabled family member. Also included would be the annualized cost differential between a car and the cost of a van required by the family member with disabilities). [24 CFR 5.603]
- b. Medical expenses include but are not limited to:
 - i. Services of physicians and other health care professionals;
 - ii. Services of health care facilities;
 - iii. Health insurance premiums, including cost of Medicare;
 - iv. Prescription and non-prescription medicines;

- v. Transportation to and from treatment;
 - vi. Dental expense;
 - vii. Eyeglasses;
 - viii. Hearing aids and batteries;
 - ix. Attendant care (unrelated to employment of family members).
- c. These are expenses that are anticipated during the period for which Annual Income is computed and that are not covered by insurance. [24 CFR 5.603]

71. Medical Expense Allowance – For purposes of calculating adjusted income for elderly or disabled families only, medical expense allowance means the medical expense in excess of 3% of Annual Income, where these expenses are not compensated for or covered by insurance. [24 CFR 5.611]

72. Minimum Rent – The lowest rent residents are allowed to pay for rental of a public housing unit, established by SAHA. The \$50.00 minimum rent is established by SAHA. This minimum rent is the Total Tenant Payment, which is reduced by an allowance for utilities where the resident pays part or all of the utilities.

73. Monthly Adjusted Income – One-twelfth (1/12) of the Adjusted Income. [24 CFR 5.603]

74. Monthly Income – One-twelfth (1/12) of the Annual Income. [24 CFR 5.603]

75. Minor – A person less than eighteen (18) years of age. An unborn child will not be considered as a minor. (See definition of dependent.) Some minors are permitted to execute contracts, provided a court declares them “emancipated.”

76. Mixed Family – A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status. [24 CFR 5.504]

77. Mixed Population Development – A public housing development for elderly and disabled families. The SAHA is not required to designate this type of development under the Extension Act. [PIH Notice 97-12]

78. Multifamily Housing Development – For purposes of section 504, means a development containing five or more dwelling units. [24 CFR 8.3]

79. Near-Elderly Family – A family whose head, spouse, or sole member is a near-elderly person (at least 50 but less than 62 years of age), who may be a person with a disability. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more persons who are determined to be essential to the care or well-being of the near-elderly person or persons. A near-elderly family may include other family members who are not near-elderly. [24 CFR 5.403]

80. Near-Elderly Person – Means 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 more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides. [24 CFR 5.403]

81. Negative Rent – See Utility Reimbursement.

82. Net Family Assets – The net cash value, after deducting reasonable costs that would be incurred in disposing of: [24 CFR 5.603]

- a. Real property (land, houses, mobile homes);
- b. Savings (CDs, IRA or KEOGH accounts, checking and savings accounts, precious metals);
- c. Cash value of whole life insurance policies;
- d. Stocks and bonds (mutual funds, corporate bonds, savings bonds);
- e. Other forms of capital investments (business equipment);
- f. Net cash value is determined by subtracting the reasonable costs likely to be incurred in selling or disposing of an asset from the market value of the asset. Examples of such costs are: brokerage or legal fees, settlement costs for real property, or penalties for withdrawing saving funds before maturity;
- g. Net family assets also include the amount in excess of any consideration received for assets disposed of by an applicant or resident for less than fair market value during the two years preceding the date of the initial certification or reexamination. This does not apply to assets transferred as the result of a foreclosure or bankruptcy sale;
- h. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be less than fair market value if the applicant or resident receives important considerations not measurable in dollar terms. [24 CFR 913.102]

83. Non-Citizen – A person who is neither a United States citizen nor a national of the United States. [24 CFR 5.504]

84. Over-Income Family – An individual or family who is not a low-income family at the time of initial occupancy.

85. Other Person Under the Tenant's Control – The person, although not staying as a guest in the unit is or was at the time of the activity in question, on the premises because of an invitation from the tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the tenant's control (e.g. the pizza delivery person).

86. Pattern – More than one (1) incident during the previous twelve (12) months.

87. Portion of Development – Includes, one or more buildings in a multi-building development; one or more floors of a development or developments; a certain number of dwelling units in a development or developments. [24 CFR 945.105]
88. Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence, and Stalking [Pub.L. 109-162] – The Violence Against Women Reauthorization Act of 2005 (VAWA) prohibits denial of admission to an otherwise qualified applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking. Specifically, Section 607(2) of VAWA adds the following provision to section 6 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the public housing program:
- a. Every contract for contributions shall provide that the public housing agency shall not deny admission to the development to any applicant on the basis that the applicant is or has been a victim of domestic violence, dating violence, or stalking if the applicant otherwise qualifies for assistance or admission, and that nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.
89. Premises – The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.
90. Public Assistance – TANF or other payments to families and individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local governments.
91. Qualified Individual with Disability Section 504 – An individual with disability who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that SAHA can demonstrate would result in a fundamental alteration in its nature.
- a. Essential eligibility requirements include: stated eligibility requirements such as income as well as other explicit or implicit requirements inherent in the nature of the program or activity, such as requirements that an occupant of multifamily housing be capable of meeting the recipient's selection criteria and be capable of complying with all obligations of occupancy with or without supportive services provided by persons other than SAHA.
 - b. For example, a chronically mentally ill person whose particular condition poses a significant risk of substantial interference with the safety or enjoyment of others or with his or her own health or safety in the absence of necessary supportive services may be “qualified” for occupancy in a development where such supportive services are provided by SAHA as a part of the assisted program. The person may not be “qualified” for a development lacking such services. [24 CFR 8.3]
92. Recent History or Currently Engaged in – Is defined as any incident during the previous six months.

93. Reasonable Accommodation – Making alterations or adaptations to provide access to otherwise qualified individuals with disabilities in the use of the program and facilities, without causing undue financial and administrative hardship or substantially altering the program or activity.
94. Re-Certification (also referred to as re-examination or re-determination) – The checking of family circumstances and income at least annually to determine if family composition or income changes would require a change in rent or unit size.
95. Resident (also referred to as participant or tenant) – The person or persons who executes the Lease as lessee of the dwelling unit.
96. Service Provider – A person or organization qualified and experienced in the provision of supportive services, that is in compliance with any licensing requirements imposed by State or local laws for the type of service or services to be provided. The service provider may provide the service on either a for-profit or not-for-profit basis. [24 CFR 945.105]
97. Sexual Orientation – Homosexuality, heterosexuality, or bisexuality. [24 CFR 5.100]
98. Single Person – A person who is not an elderly person, a person with disabilities, a displaced person, or the remaining member of a resident family.
99. Spousal Support Payments – Any payment made by a member of the family for the support and maintenance of any spouse or former spouse who does not reside in the household, except that the amount excluded under this clause shall not exceed the lesser of (a) the amount that such family member has a legal obligation to pay, or (b) \$550 for each individual for whom such payment is made, except that this clause shall apply only to the extent approved in appropriations Acts.
100. Spouse – The husband or wife of the head of the household. A marriage partner includes the partner in a “common law” marriage as defined in state law. The term “spouse” does not apply to friends, roommates, or significant others who are not marriage partners. A minor who is emancipated under state law may be designated as a spouse.
101. Stalking:
- a. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate;
or
 - b. To place under surveillance with the intent to kill, injure, harass, or intimidate another person;
and
 - c. In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

102. Tenant Rent – The amount payable monthly by the Family as rent to SAHA.
- Where all utilities (except telephone) and other essential housing services are supplied by SAHA, the Tenant Rent equals Total Tenant Payment.
 - Where some or all utilities (except telephone) and other essential housing services are not supplied by SAHA and the cost thereof is not included in the amount paid as rent, the Tenant Rent equals Total Tenant Payment less the Utility Allowance. [24 CFR 5.603]
103. Total Tenant Payment (TTP) – The TTP, or income-based rent, is calculated using the following formula:
- Income-Based: TTP is the greater of thirty percent (30%) of the Monthly Adjusted Income (as defined in this policy) and ten percent (10%) of the Monthly Annual Income (as defined in this Policy), but never less than the Minimum Rent (except for Hardship Waivers).
 - Flat Rent: TTP will be the Flat Rent if the family chooses Flat Rent instead of Income-based rent. (See Flat Rent)
 - If the resident pays the utilities, the amount of the Utility Allowance is deducted from the TTP. TTP does not include charges for excess utility consumption or other miscellaneous charges.
104. Uniform Federal Accessibility Standards - Standards for the design, construction, and alteration of publicly owned residential structures to insure that physically disability persons will have ready access to and use of such structures. The standards are set forth in Appendix A to 24 CFR Part 40. See cross reference to UFAS in 504 regulations, 24 CFR 8.32(a).
105. Utilities – Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewerage services. Telephone service is not included as a utility. [24 CFR 965.473]
106. Utility Allowance – If the cost of utilities (except telephone) for an assisted unit is not included in the Tenant Rent but is the responsibility of the family, an amount equal to the estimate made, as approved by SAHA or HUD, of the monthly costs of a reasonable consumption of such utilities for the unit, consistent with the requirements of a safe, sanitary and healthful living environment. [24 CFR 5.603]
107. Utility Reimbursement – The amount, if any, but which the utility allowance for the unit, if applicable, exceeds the TTP for the family occupying the unit. When the Utility Allowance exceeds the family's TTP, the negative amount in excess of \$6.00 will be refunded to resident through a check each month. If resident has any other outstanding charges the negative balance will be applied to the charges. A negative amount less than \$6.00 a month will be credited to the resident account and will continue to accumulate until off set by charges or resident requests a reimbursement payment be made through a manual refund.

Funds that are reimbursed to the resident or, with the resident's permission, the utility company on the resident's behalf if the utility allowance exceeds the Total Tenant Payment. Tenants who choose to pay flat rents do not receive a utility reimbursement, since the value of the flat rent takes into account any utilities paid by the tenant.

108. Very Low-Income Family – Very low-income family means a family whose Annual Income does not exceed fifty percent (50%) of the median Annual Income for the area, with adjustments for smaller and larger families, as determined by the Secretary of HUD. [42 USC 1437(a)(b)]
109. Violent Criminal Activity – Any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause serious bodily injury or property damage.
110. Waiting List – A list of families organized according to HUD regulations and SAHA policy who are waiting for subsidy to become available.
111. Working Preference – An admissions preference is granted when:
- a. This is a pilot program for a maximum of 200 families. All applicants claiming this preference must join the FSS program upon moving in.
 - b. To qualify for this preference the head, co-head, or spouse must be working at least 30 hours per week at the State's minimum wage, or more, for the period of six months prior to admission, at the time of the unit offer.
 - c. The pilot program will provide assistance for the family for a five year term limit, unless extended based on a hardship(s) addressed in the FSS regulations. Extensions are limited to 2 years.
 - d. The Family must provide documentation to verify employment at the eligibility interview. Families that fail to provide verification of employment will not be housed, and will be returned to the waiting list with original date and time of application.
 - e. The Family must sign a FSS Contract at admission and Dwelling Lease with 5 year term limit.
 - f. The Family must retain employment for the term of the FSS Contract. The 5 year term may be extended based on a hardship addressed in the FSS regulations. Extensions are limited to 2 years.
 - g. Notice and verification of the preference claim must be received prior to the offer of housing. To claim this preference, applicants must qualify for housing assistance and meet all eligibility criteria.
 - h. Employment periods may be interrupted, but to claim the preference, a family must have an employed family member prior to the actual offer of housing as described above.
 - i. Working Families: A family member that leaves a job will be asked to document the reasons for the termination. Someone who quits work after receiving benefit of the preference (as opposed to a layoff or taking a new job) within the first twelve (12) months of occupancy will be considered to have misrepresented the facts to SAHA and will have their assistance terminated for fraud.



Document No:
Exhibit 1B

SAN ANTONIO HOUSING AUTHORITY

2013 INCOME LIMITS



Effective Date: 12/11/12
Issue Date: 12/11/12
Expires: Effective until superseded.

FY 2013 Income Limits Documentation System

FY 2013 Income Limits Summary
San Antonio, TX HUD Metro FMR Area

FY 2013 Income Limit Area	Median Income	FY 2013 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
San Antonio, TX HUD Metro FMR Area	\$61,300	<u>Very Low (50%) Income Limits</u>	\$21,500	\$24,550	\$27,600	\$30,650	\$33,150	\$35,600	\$38,050	\$40,500
		<u>Extremely Low (30%) Income Limits</u>	\$12,900	\$14,750	\$16,600	\$18,400	\$19,900	\$21,350	\$22,850	\$24,300
		<u>Low (80%) Income Limits</u>	\$34,350	\$39,250	\$44,150	\$49,050	\$53,000	\$56,900	\$60,850	\$64,750

The **San Antonio, TX HUD Metro FMR Area** contains the following areas: Bandera County, TX; Bexar County, TX; Comal County, TX; Guadalupe County, TX; and Wilson County, TX.

Income Limit areas are based on FY 2013 Fair Market Rent (FMR) areas. For a detailed account of how this area is derived please see our associated FY 2013 **Fair Market Rent documentation system**.



Document No:
Exhibit 1C

SAN ANTONIO HOUSING AUTHORITY

2013 MIXED INCOME RENTS



Effective Date: 4/3/2013
Issue Date: 4/3/2013
Expires: Effective until superseded.

***95th Percentile 2013 Maximum Rents Amounts for Mixed Families**

Bedroom	Amount
0 Bedroom	339.00
1 Bedroom	406.00
2 Bedroom	521.00
3 Bedroom	419.00
4 Bedroom	524.00
5 Bedroom	816.00

***Amounts change on an annual basis.**

Purpose: The 95th percentile amount is updated annually in Elite. The amounts attached are currently in the Elite system and will be used to calculate rents effective May 1, 2013.

The amount for the bedroom size must be used on the Flat Rent Worksheet for Non-citizens and the Mixed Family Worksheet for determining income based and flat rent amounts for non-citizens.

Background: Although the regulation (**24 CFR 5.520**) does not specifically address this issue, HUD recommends that the PHA re-determine the public housing maximum rent at least annually for purposes of prorating rent for a mixed family. It is reasonable to expect the PHA to re-determine the maximum rent on an annual basis since it is based on the value of the 95th percentile of the total tenant payment (TTP) for each tenant within the PHA, which changes on an on-going basis because of move-ins, move-outs, changes in tenant income, etc.



Document No:
Exhibit 1D

SAN ANTONIO HOUSING AUTHORITY

2013 FLAT RENT SCHEDULE

PROJECT NO.	DEVELOPMENT	BEDROOM SIZE	2009 Flat Rent	2010 Flat Rent	2011 Flat Rent	2012 Flat Rent	2013 Flat Rent
601	Alazan	0	402	453	366	516	456
601	Alazan	1	432	490	537	525	575
601	Alazan – Apt.	2	528	650	573	553	662
601	Alazan - Townhome	2	n/a	n/a	n/a	n/a	724
601	Alazan - Apt.	3	574	715	690	682	788
601	Alazan – Townhome	3	n/a	n/a	n/a	n/a	812
601A	Apache – Townhome	2	664	661	563	566	719
601A	Apache - Townhome	3	707	797	675	621	797
601A	Apache - Townhome	4	771	883	704	737	847
604	Wheatley Courts	1	401	437	401	607	591
604	Wheatley Courts	2	409	504	409	553	656
604	Wheatley Courts	3	621	609	621	813	714
604	Wheatley Courts	4	811	635	810	767	771
604	Wheatley Courts	5	978	799	979	n/a	n/a
605	Lincoln Heights (LI)	1	422	438	599	481	582
605	Lincoln Heights (LI)	2	602	507	551	560	569
605	Lincoln Heights (LI)	3	749	689	745	685	781
605	Lincoln Heights (LI)	4	609	725	748	913	875
606	Cassiano Homes	1	462	469	539	552	558
606	Cassiano Homes	2	718	587	625	762	724
606	Cassiano Homes	3	795	694	673	857	862
606	Cassiano Homes	4	810	738	791	1166	815
606	Cassiano Homes	5	1008	880	997	1205	1289
608	San Juan Homes (SJ)	1	437	497	560	411	648
608	San Juan Homes (SJ)	2	527	557	606	492	685
608	San Juan Homes (SJ)	3	780	n/a	n/a	n/a	n/a
608	San Juan Homes (SJ)	4	960	828	913	845	831
608	San Juan Homes (SJ)	5	1005	n/a	n/a	n/a	n/a
609	Sutton Homes	1	417	closed	closed	n/a	n/a
609	Sutton Homes	2	474	closed	closed	n/a	n/a
609	Sutton Homes	3	520	closed	closed	n/a	n/a
609	Sutton Homes	4	681	closed	closed	n/a	n/a
609	Sutton Homes	5	911	closed	closed	n/a	n/a
612	Villa Veramendi (VR)	1	546	516	615	607	625
612	Villa Veramendi (VR)	2	819	653	733	731	800
612	Villa Veramendi (VR)	3	867	676	881	907	818
612	Villa Veramendi (VR)	4	940	782	939	907	957
612	Villa Veramendi (VR)	5	1161	914	1021	1060	1315
614	Sutton Homes	1	417	closed	closed	n/a	n/a
614	Sutton Homes	2	474	closed	closed	n/a	n/a
614	Sutton Homes	3	520	closed	closed	n/a	n/a
614	Sutton Homes	4	681	closed	closed	n/a	n/a

PROJECT NO.	DEVELOPMENT	BEDROOM SIZE	2009 Flat Rent	2010 Flat Rent	2011 Flat Rent	2012 Flat Rent	2013 Flat Rent
614	Sutton Homes	5	911	closed	closed	n/a	n/a
616	Wheatley Courts	1	401	437	437	n/a	n/a
616	Wheatley Courts	2	409	504	504	n/a	n/a
616	Wheatley Courts	3	621	609	609	598	795
616	Wheatley Courts	4	811	635	635	767	815
616	Wheatley Courts	5	978	799	799	946	1120
618	Victoria Plaza (VP)	0	487	441	583	440	473
618	Victoria Plaza (VP)	1	519	613	583	576	584
618	Victoria Plaza (VP)	2	626	673	625	683	706
618	Victoria Plaza (VP)	3	885	869	794	715	790
619	Villa Tranchese (VT) *	0	464	486	464	482	542
619	Villa Tranchese (VT) *	1	569	511	569	615	649
619	Villa Tranchese (VT) *	2	615	620	615	737	663
619	Villa Tranchese (VT) *	3	n/a	n/a	n/a	n/a	n/a
620A	San Juan Homes (SJ)	1	437	n/a	n/a	n/a	n/a
620A	San Juan Homes (SJ)	2	527	n/a	n/a	n/a	n/a
620A	San Juan Homes (SJ)	3	780	868	701	966	870
620A	San Juan Homes (SJ)	4	960	962	725	930	872
620A	San Juan Homes (SJ)	5	1005	1055	989	1035	1304
620B	Cassiano Homes	1	462	469	539	552	558
620B	Cassiano Homes	2	718	587	625	762	724
620B	Cassiano Homes	3	795	694	673	857	862
620B	Cassiano Homes	4	810	738	791	1166	815
620B	Cassiano Homes	5	1008	880	997	1205	1289
622	Villa Hermosa	0	411	567	411	478	520
622	Villa Hermosa	1	452	610	452	641	654
622	Villa Hermosa	2	487	728	487	750	795
623	Sun Park Lane (SU) *	1	560	536	613	632	592
624	Mission Park	1	544	415	489	594	622
624	Mission Park	2	684	676	642	722	788
624	Mission Park	3	821	710	754	822	805
624	Mission Park	4	918	1051	1004	919	985
624	Mission Park	5	1013	1158	1124	1147	1416
626	College Park	1	587	392	540	n/a	n/a
626A	Tarry Towne	1	513	575	665	622	684
626A	Tarry Towne	2	759	693	706	741	754
626B	College Park	0	478	n/a	n/a	n/a	n/a
627	Parkview	0	479	326	436	511	502
627	Parkview	1	595	396	561	581	674
627	Parkview	2	702	558	640	694	792
627	Parkview	3	804	601	767	879	870
628	Fair Avenue (FA)	0	453	408	493	533	458
628	Fair Avenue (FA)	1	559	484	562	627	622
628	Fair Avenue (FA)	3		712	773	863	880
629	Blanco	0	499	443	499	487	494

PROJECT NO.	DEVELOPMENT	BEDROOM SIZE	2009 Flat Rent	2010 Flat Rent	2011 Flat Rent	2012 Flat Rent	2013 Flat Rent
629	Blanco	1	542	503	541	598	692
629	Blanco	2	606	541	606	757	798
630	Lewis Chatham	0	616	481	410	509	495
630	Lewis Chatham	1	536	564	554	577	695
630	Lewis Chatham	2	826	748	748	780	780
630	Lewis Chatham	3	1027	816	762	860	864
631	Riverside Apts (RI)	2	618	647	648	740	817
631	Riverside Apts (RI)	3	905	834	691	825	884
632A	Madonna (MA)	1	611	600	646	606	654
632A	Madonna (MA)	2	738	701	696	789	809
632B	Sahara Ramsey	2	719	725	702	784	767
633	Linda Lou	1	562	503	472	536	622
633A	Escondida	1	488	503	620	584	636
633B	Le Chalet Apts	1	486	556	486	568	667
633B	Le Chalet Apts	2	583	673	583	725	744
633C	Williamsburg	1	562	592	611	590	587
633D	Linda Lou	1	562	503	472	536	622
634	Cheryl West (CW)	1	442	482	542	549	555
634	Cheryl West (CW)	2	395	553	609	626	755
634	Cheryl West (CW)	3	593	631	708	724	815
634	Cheryl West (CW)	4	570	719	858	796	923
635A	Village East (VE)	2	462	613	613	648	738
635A	Village East (VE) Apt.	3	625	639	625	774	808
635A	Village East (VE) Townhome	3	n/a	n/a	n/a	n/a	839
635A	Village East (VE)	4	674	731	674	894	876
635A	Village East (VE)	5	795	879	795	953	1211
635B	Olive Park (OL)	2	462	613	462	648	792
635B	Olive Park (OL) Single Floor Apt	3					815
635B	Olive Park (OL) Townhome	3	625	639	774	774	840
635B	Olive Park (OL)	4	674	731	925	925	876
636	College Park	1	478	392	540	621	697
636	College Park	2	587	563	635	704	802
638	Jewett Circle	1	570	522	633	627	736
638	Jewett Circle	2	732	595	737	751	722
639	Kenwood North (KE) *	1	491	487	634	635	650
639	Kenwood North (KE) *	2	591	645	704	723	846
640	The Midway Apts (MW)*	1	583	503	612	635	699
641	San Pedro Arms (PE)*	0	528	397	528	610	587
641	San Pedro Arms (PE)*	1	682	495	682	658	709
642	W.C. White (WC)	1	523	513	523	593	624
642	W.C. White (WC)	2	643	696	567	666	647
643	Highview	1	490	568	571	627	676
643	Highview	2	560	691	683	795	869
643	Highview	3	676	719	720	967	959
643	Highview	4	821	982	934	1063	1128
644	Cross Creek (CC)	1	399	433	399	576	654
644	Cross Creek (CC)	2	450	547	499	709	716

PROJECT NO.	DEVELOPMENT	BEDROOM SIZE	2009 Flat Rent	2010 Flat Rent	2011 Flat Rent	2012 Flat Rent	2013 Flat Rent
644	Cross Creek (CC)	3	560	743	560	973	794
644	Cross Creek (CC)	4	753	915	753	1251	857
645	Park Square	1	510	509	509	536	601
645	Park Square	2	569	665	569	820	739
645	Park Square	3	766	754	766	584	880
645	Park Square	4	782	741	782	694	931
646	Kenwood Manor (KM)	3	612	905	611	1056	974
647	Westway	1	579	425	520	582	562
647	Westway	2	648	542	551	820	640
647	Westway	3	765	670	707	854	812
647	Westway	4	857	783	792	948	923
648	Marie McGuire (MM)*	0	400	574	400	527	530
648	Marie McGuire (MM)*	1	476	603	476	611	663
648	Marie McGuire (MM)*	2	516	694	516	706	624
649	Morris C Beldon (MB)	1	410	439	410	566	623
649	Morris C Beldon (MB)	2	500	603	500	720	635
649	Morris C Beldon (MB)	3	579	655	579	783	775
650	Francis Furey (FF)	1	472	484	503	509	502
650	Francis Furey (FF)	2	563	497	673	685	662
650	Francis Furey (FF)	3	762	705	782	889	719
650	Francis Furey (FF)	4	738	805	863	900	874
651	H.B. Gonzalez (HB)*	1	503	540	560	559	639
651	H.B. Gonzalez (HB)*	2	654	551	644	733	736
652	William Sinkin (SI)	1	531	589	512	657	736
652	William Sinkin (SI)	2	564	689	622	783	794
653	Pin Oaks II (PI)	1	373	484	435	510	544
653	Pin Oaks II (PI)	2	477	586	600	713	609
653	Pin Oaks II (PI)	3	550	756	741	775	727
653	Pin Oaks II (PI)	4	744	916	953	850	790
654	George Cisneros (CI)*	1	530	535	536	565	581
654	George Cisneros (CI)*	2	623	666	674	725	715
655	Matt Garcia (MG)	1	509	566	518	657	676
655	Matt Garcia (MG)	2	628	677	676	762	807
656	L.C. Rutledge (RU)	1	381	454	381	573	579
656	L.C. Rutledge (RU)	2	434	570	433	671	642
656	L.C. Rutledge (RU)	3	572	679	572	869	824
656	L.C. Rutledge (RU)	4	768	987	768	1008	856
657	T L Shaley (T)	1	399	526	510	509	608
657	T L Shaley (T)	2	528	543	607	628	728
657	T L Shaley (T)	3	581	753	682	755	821
657	T L Shaley (T)	4	755	765	858	781	896
658	Lila Cockrell (C)	1	465	613	547	553	583
658	Lila Cockrell (C)	2	650	685	626	625	717
659	O P Schnabel	1	551	604	551	550	615
659	O P Schnabel	2	663	608	588	634	717

PROJECT NO.	DEVELOPMENT	BEDROOM SIZE	2009 Flat Rent	2010 Flat Rent	2011 Flat Rent	2012 Flat Rent	2013 Flat Rent
108	Dr. Charles Andrews (DC)	3	972	764	845	981	863
124	Frank Hornsby	1	616	524	572	619	591
124	Frank Hornsby	2	699	598	643	715	739
126	Glen Park	2	563	614	563	719	812
127	Guadalupe – Alazan Townhome	2	593	787	730	787	744
127	Guadalupe – Alazan House	3	721	899	899	899	959
127	Guadalupe – Alazan House	4	896	1013	1012	1013	1096
129	Raymundo Rangel	1	548	592	643	576	654
130	South San	1	485	551	514	609	630
131	Blue Ridge	3	n/a	948	885	970	n/a
131	Blue Ridge	4	n/a	1068	1011	1073	n/a
131	Blue Ridge	5	n/a	1090	1125	1370	n/a
132	SunFlower	3	n/a	948	971	970	n/a
132	SunFlower	4	n/a	1068	1051	1073	n/a
133	Palm Lake	3	n/a	948	971	970	n/a
133	Palm Lake	4	n/a	1068	1051	1073	n/a
134	Villa De Fortuna	3	n/a	948	944	970	n/a
134	Villa De Fortuna	4	n/a	1068	1133	1073	n/a
134	Villa De Fortuna	5	n/a	1090	1334	1370	n/a
135	Mirasol Homes	3	1094	948	974	970	940
135	Mirasol Homes	4	1017	1068	1196	1073	1030
135	Mirasol Homes	5	1080	1090	1214	1370	1343
136	SpringView	2	829	795	715	716	654
136	SpringView	3	964	997	874	850	739
136	SpringView	4	n/a	n/a	n/a	n/a	n/a
137	Mirasol Townhomes	2	711	775	807	743	772
137	Mirasol Townhomes	3	1094	926	979	857	805
138	Mirasol Cottages/Duplexes	2	711	718	751	739	764
139	Refugio Place	1	n/a	n/a	n/a	n/a	833
139	Refugio Place	2	n/a	n/a	n/a	n/a	1028
139	Refugio Place	3	n/a	n/a	n/a	n/a	1105
140	Springview Senior 40	1	616	618	642	651	628
147	Springview Building C	0	252	243	370	499	475

PROJECT NO.	DEVELOPMENT	BEDROOM SIZE	2009 Flat Rent	2010 Flat Rent	2011 Flat Rent	2012 Flat Rent	2013 Flat Rent
6143	Christ The King	1	572	546	583	558	599
6143	Christ The King	2	615	697	663	668	650
148	Springview Building B	0	540	520		491	533
148	Springview Building B	2	679	653	591	770	687
554	Pin Oak 1	0				563	435
554	Pin Oak 1	1				606	594
554	Pin Oak 1	2				754	765

Unit No	Scattered Site Address	Zip	TEX No	2009 Flat Rents	2010 Flat Rents	2011 Flat Rents	2012 Flat Rents	2013 Flat Rent
SI0019	2227 RAMONA 78201 6-610 550	78201	6-610	1027	701	850	877	852
S30017	427 CLARK 78203 6-63F 696	78203	6-63F	762	817	853	793	781
SC0001	921 SAN CARLOS 78207 6-128 676	78207	6-128	863	824	864	895	848
DH1781	1806 PA50 DEL 5UR 78207 6-37A 518	78207	6-37A	821	819	842	899	913
DH1782	1811 PA50 DEL 5UR 78207 6-37A 425	78207	6-37A	733	841	831	894	841
S30025	303 SAN CARLOS 78207 6-63C 531	78207	6-63C	767	796	852	883	833
S90076	315 PATTON 78207 6-99F 500	78207	6-99F	768	845	864	935	875
S90041	2931 WISHING LAKE 78210 6-99D 748	78210	6-99D	959	864	909	810	881
S90043	4019 BREMEN 78210 6-99D 731	78210	6-99D	1168	953	781	957	1000
S20015	3118 COCONINO 78211 6-62A 631	78211	6-62A	894	793	765	819	866
S20017	618 WHITMAN 78211 6-62A 562	78211	6-62A	750	798	820	883	788
S20025	518 DAWNVIEW 78213 6-62D 833	78213	6-62D	869	871	897	886	848
S20024	618 MARCH MONT 78213 6-62D 833	78213	6-62D	881	923	885	981	1032
S30021	1831 LAMPPOST RD 78213 6-63D 626	78213	6-63D	915	836	921	952	908
S30022	226 MILFORD DR 78213 6-63D 689	78213	6-63D	855	923	937	980	930
S30001	438 BASSWOOD 78213 6-63D 689	78213	6-63D	844	871	930	902	863
S50009	4934 GREY HAWK 78217 6-123 744	78217	6-123	991	1018	938	970	981
S50010	9502 NONA KAY DRIVE 78217 6-123 618	78217	6-123	888	974	935	969	966
SI0007	9410 BRIGHTVIEW 78217 6-61A 859	78217	6-61A	1029	868	941	859	971
SI0006	14231 SWALLOW DR 78217 6-61A 749	78217	6-61A	925	965	939	847	855
SI0002	4957 CHAMPLAIN 78217 6-61A 847	78217	6-61A	1018	972	931	816	853
SI0003	5134 ANACACHO 78217 6-61A 749	78217	6-61A	944	972	939	868	829
S20003	335 SHROPSHIRE 78217 6-62E 542	78217	6-62E	969	793	944	876	842
S20011	4430 SUMMER WIND 78217 6-62E 572	78217	6-62E	927	937	867	859	903
S20009	9514 HILL5BORO 78217 6-62E 563	78217	6-62E	913	1056	877	920	1002
S30020	14015 GREENJAY 78217 6-63A 713	78217	6-63A	976	1007	956	1041	1008
S30014	14054 GREENJAY 78217 6-63A 828	78217	6-63A	1009	1033	978	966	1009
S30007	4969 CHAMPLAIN 78217 6-63A 848	78217	6-63A	1042	923	932	853	853
S90033	13919 BRAYS FOREST 78217 6-99C 668	78217	6-99C	993	962	979	988	854
SI0004	5111 VILLAGE WAY 78218 6-61A 973	78218	61A	814	847	887	865	962
SI0005	5823 CASTLE RUN 78218 6-61A 696	78218	6-61A	892	898	799	873	774
S20001	5002 VILLAGE CREST 78218 6-62E 980	78218	6-62E	772	820	846	800	962
S520002	5047 GALAHAD 78218 6-62E 742	78218	6-62E	941	957	794	940	939
S30015	4814 CASTLE PATH 78218 6-63A 659	78218	6-63A	875	855	799	862	856
S30023	6503 SHADY BLUFF 78218 6-63A 522	78218	6-63A	844	826	812	829	880
S30013	5251 VILLAGE HAVEN 78218 6-63A 758	78218	6-63A	777	752	789	815	871
S40079	5131 VILLAGE COURT 78218 6-68A 884	78218	6-68A	897	962	915	900	915
S40080	5230 VILLAGE GLEN 78218 6-68A 498	78218	6-68A	714	710	766	801	802
S4008	5942 MIDCROWN 78218 6-68A 959	78218	6-68A	1059	835	838	904	920
S20018	4214 KILREA 78219 6-62B 827	78219	6-62B	707	783	836	802	878
S50008	5023 LAKEWOOD 78220 6-123 784	78220	6-123	1039	827	858	838	913

Unit No	Scattered Site Address	Zip	TEX No	2009 Flat Rents	2010 Flat Rents	2011 Flat Rents	2012 Flat Rents	2013 Flat Rents
DHI773	4904 HUNTSMOOR 78220 6-37B 582	78220	6-37B	690	692	919	797	737
DH 1778	4906 WAYCROSS 78220 6-37B 580	78220	6-37B	823	798	787	788	895
DH 1776	4907 SOUTHWOOD 78220 6-37B 619	78220	6-37B	706	778	763	758	900
DHI774	4910 HUNTSMOOR 78220 6-37B 705	78220	6-37B	690	692	919	814	737
DHI775	4938 MELVIN 78220 6-37B 546	78220	6-37B	758	821	903	905	857
SI0023	4350 ALGRUTH 78220 6-61E 564	78220	6-61E	908	826	857	831	926
SI0022	4711 CREEKMOOR 78220 6-61E 738	78220	6-61E	896	830	811	803	946
S20019	511 UPLAND 78220 6-62B 1003	78220	6-62B	973	825	898	850	935
S30003	1707 DELLHAVEN DR 78220 6-63F 801	78220	6-63F	823	785	871	856	881
S30018	303 TOM ROB DR 78220 6-63F 581	78220	6-63F	681	794	782	788	895
S30024	506 CAROL CREST 78220 6-63F 696	78220	6-63F	863	792	826	864	850
S40082	4243 DYSART 78220 6-68B 707	78220	6-68B	813	788	792	837	888
S40083	4404 HAMPSTEAD 78220 6-68B 697	78220	6-68B	854	920	867	848	834
S40077	5006 HUNTSMOOR 78220 6-68B 622	78220	6-68B	766	774	782	790	789
DH 1765	210 TIDEWIND 78221 6-37D 562	78221	6-37D	737	803	795	870	914
DH 1766	307 TIDEWIND 78221 6-37D 562	78221	6-37D	849	798	804	917	982
DH1768	434 E VILLARET 78221 6-37D 562	78221	6-37D	743	746	795	904	890
DH 1789	447 E VILLARET 78221 6-37D 562	78221	6-37D	716	771	795	854	884
DH1767	515 TIDEWIND 78221 6-37D 562	78221	6-37D	841	804	795	888	934
DH1769	547 E VILLARET 78221 6-37D 562	78221	6-37D	728	832	795	878	948
DH 1770	9350 YETT AVENUE 78221 6- 37D 562	78221	6- 37D	802	826	825	863	900
DHI771	9354 YETT AVENUE 78221 6-37D 562	78221	6-37D	863	814	851	925	929
DH1772	9438 YETT AVENUE 78221 6-37D 562	78221	6-37D	845	793	842	901	912
SI0016	9023 YETT 78221 6-61B 562	78221	6-61B	909	844	830	928	944
S30002	3302 SCARLET 0' HARA 78221 6-63G 523	78221	6-63G	879	895	903	911	920
S90044	5811 LAKEFRONT 78222 6-123 671	78222	6-123	1030	830		862	923
SI0013	4134 WINESAP DR 78222 6-61B 660	78222	6-61B	894	868	869	809	933
SI0012	4150 FREESTONE 78222 6-61B 656	78222	6-61B	1032	869	872	834	975
SI0018	5631 TEXOMA DR 78222 6-61B 605	78222	6-61B	915	841	862	858	917
SI0025	2826 SPOKANE 78222 6-61E 819	78222	6-61E	887	876	904	807	927
SI0024	4115 FAMILY TREE 78222 6-61E 752	78222	6-61E	1056	849	851	841	965
S20013	5619 TEXOMA 78222 6-62A 563	78222	6-62A	860	835	818	843	905
S20014	9519 TARLETON 78222 6-62A 571	78222	6-62A	903	835	881	939	951
S30019	2947 WISHING LAKE 78222 6-63F 917	78222	6-63F	1005	937	932	878	848
S30005	3511 BOTTOMLESS LAKE 78222 6-63 F 673	78222	6-63F	829	813	868	816	919
S30006	3511 LAKE TAHOE 78222 6-63F 495	78222	6-63F	998	802	848	812	883
S30004	3542 LAKE TAHOE 78222 6-63 F 708	78222	6-63F	988	859	905	791	901
S40078	4318 GOLDEN SPICE 78222 6-68B 935	78222	6-68B	993	904	867	922	1044
S90042	2510 CHRISTIAN DRIVE 78222 6-99D 822	78222	6-99D	926	892	881	834	938
S90040	4903 PECAN ESTATES 78222 6-99D 697	78222	6-99D	992	846	899	881	920

Unit No	Scattered Site Address	Zip	TEX No	2009 Flat Rents	2010 Flat Rents	2011 Flat Rents	2012 Flat Rents	2013 Flat Rents
SI0014	9331 NATCHEZ TRAIL 78223 6-61B 553	78223	6-61B	641	855	874	990	955
SI0010	9506 SHOWBOAT DOCK 78223 6-61B 591	78223	6-61B	903	835	812	963	979
SI0015	9527 TARLETON 78223 6-61B 623	78223	6-61B	826	534	873	610	601
S20016	539 HOT WELLS 78223 6-62A 570	78223	6-62A	1016	858	829	798	943
SI0021	1147 KENDALIA 78224 6-61B 552	78224	6-61B	691	793	793	857	873
SI0011	2518 PATRON 78224 6-61B 503	78224	6-61B	773	808	771	954	928
SI0017	9206 OZALID 78224 6-61B 763	78224	6-61B	754	815	821	875	862
S90075	9514 VERONICA 78224 6-99F 902	78224	6-99F	883	845	857	897	889
S20020	1523 NOBLE OAK 78227 6-62C 540	78227	6-62C	719	795	868	872	908
S20021	930 PLEASURE PARK 78227 6-62C 540	78227	6-62C	736	820	795	890	918
S30009	6707 MIDDLE OAK5 DR 78227 6-63B 506	78227	6-63B	734	805	860	894	922
S30008	6714 BLUE OAK LANE 78227 6-63B 551	78227	6-63B	743	770	802	880	799
S30010	6718 BLUE OAK LANE 78227 6-63B 551	78227	6-63B	794	829	827	923	776
S9001	6751 MIDDLE OAK 78227 6-99B 506	78227	6-99B	729	805	868	858	842
S90024	1318 MEADOW KNOLL 78227 6-996 754	78227	6-996	823	849	884	901	822
DHI779	4818 LARK AVENUE 78228 6-37E 347	78228	6-37E	843	844	875	843	880
DH1780	4839 LARK AVENUE 78228 6-37E 521	78228	6-37E	750	832	857	864	858
S20022	5602 BROOKHILL 78228 6-62C 514	78228	6-62C	818	800	859	875	801
S30016	2459 TEXAS 78228 6-63B 842	78228	6-63B	992	886	974	1093	1118
S90021	5511 RUSH HILL 78228 6-996 954	78228	6-996	840	893	886	901	844
S90020	5531 IVANHOE 78228 6-996 468	78228	6-996	881	870	879	851	767
SI0020	4906 CHEDDAR DR 78229 6-610 536	78229	6-610	834	926	941	913	870
S90002	13606 HIGH CHAPEL 78231 6-99A 776	78231	6-99A	1202	1021	933	977	953
SI0008	13236 LARK PLACE 78233 6-61A 599	78233	6-61A	959	1123	918	1027	1013
SI0001	5735 CHAMPION HILL 78233 6-61A 752	78233	6-61A	959	970	963	849	902
S20008	4706 GUADALAJARA 78233 6-62E 623	78233	6-62E	911	892	927	935	919
S20007	4750 CASA VERDE 78233 6-62E 595	78233	6-62E	857	975	931	857	873
S20006	4846 CASA VERDE 78233 6-62E 650	78233	6-62E	881	945	936	857	865
S20005	5730 CHAMPION HILL 78233 6-62E 752 520012	78233	6-62E	1030	970	948	845	820
S30012	5031 CASA VERDE 78233 6-63A 774	78233	6-63A	914	945	958	861	915
S90030	13083 FEATHER RIDGE 78233 6-99C 730	78233	6-99C	949	987	959	881	872
S90032	13215 LARKGATE DR 78233 6-99C 783	78233	6-99C	989	1050	1004	989	965
S90034	14734 HILLSIDE VIEW 78233 6-99C 893	78233	6-99C	1112	1123	1039	997	1078
S90036	15011 EAGLE RUN 78233 6-99C 814	78233	6-99C	1053	992	928	935	795
DH1783	2910 CUMBRE 78237 6-37C 471	78237	6-37C	777	852	862	909	843
DH1784	3022 CUMBRE 78237 6-37C 462	78237	6-37C	739	849	842	909	843
DH1786	3706 ZENIA CIRCLE 78237 6-37C 452	78237	6-37C	751	841	826	854	840
DH 1787	3710 ZENIA CIRCLE 78237 6-37C 443	78237	6-37C	765	841	842	854	795
DH 1788	611 PATTON 78237 6-37C 491	78237	6-37C	691	837	842	885	909
S20023	6011 WAMPUM 78238 6-62C 674	78238	6-62C	900	930	872	947	931

Unit No	Scattered Site Address	Zip	TEX No	2009 Flat Rents	2010 Flat Rents	2011 Flat Rents	2012 Flat Rents	2013 Flat Rents
S90035	8413 MAPLE RIDGE 78239 6-99C 730	78239	6-99C	909	949	850	910	954
S90004	12511 VALLE DE ZAVALA 78240 6-99A 667	78240	6-99A	996	970	922	1048	1019
S90010	10418 COUNTRY HORN 78240 6-99A 1420	78240	6-99A	1204	1068	1069	1095	1025
S90001	10442 COUNTRY BLUFF 78240 6-99A 1255	78240	6-99A	1059	1074	1027	1007	991
S90003	11206 PRAIRIE SPRING 78240 6-99A 666	78240	6-99A	1008	901	934	938	826
S90050	9118 SEAFARER 78242 6-99E 624	78242	6-99E	705	675	643	755	767
S50006	1002 HARBOUR GRAY 78245 6-123 728	78245	6-123	913	952	947	911	994
S50001	10203 CANTON FIELD 78245 6-123 678	78245	6-123	827	853	886	919	848
S50002	10210 BARRON FIELD 78245 6-123 686	78245	6-123	895	963	838	860	859
S50004	1022 FILLMORE 78245 6-123 669	78245	6-123	1060	923	930	939	929
S90016	10203 SUNRISE FIELD 78245 6-996 731	78245	6-996	918	962	937	931	970
S90026	10230 ATHENS FIELD 78245 6-996 697	78245	6-996	917	991	884	881	939
S90017	2819 CHERRY FIELD 78245 6-996 720	78245	6-996	837	867	905	906	962
S50015	15402 WALNUT CREEK 78247 6-123 729	78247	6-123	865	898	948	985	838
S50014	4406 KNOLLVALLEY 78247 6-123 644	78247	6-123	772	830	959	955	910
S20004	16602 BOULDER RIDGE 78247 6-62E 840	78247	6-62E	935	978	917	965	868
S20010	5114 STOCKMAN 78247 6-62E 636 520005	78247	6-62E	981	955	977	980	875
S20012	12202 RIDGE CORNER 78247 6-62E 909 530012	78247	6-62E	720	931	978	971	960
S40076	12038 STONEY BRIDGE 78247 6-68A 624	78247	6-68A	901	940	957	967	843
S90031	5907 KISSING OAK 78247 6-99C 892	78247	6-99C	1042	1073	947	1111	964
S90037	3511 STONEY BLUFF 78247 6-99C 662	78247	6-99C	902	906	951	999	870
S50016	7570 BLUESTONE 78249 6-123 654	78249	6-123	955	936	825	879	874
S90009	11227 SPRING MINT 78249 6-99A 685	78249	6-99A	1069	1080	964	1022	1006
S90006	7130 SPRING GROVE 78249 6-99A 815	78249	6-99A	1102	981	935	949	912
S50012	5943 HIDDEN DALE 78250 6-123 726	78250	6-123	915	954	903	959	948
S50013	7322 LANSBURY DRIVE 78250 6-123 636	78250	6-123	819	917	931	921	881
S50011	7771 ALVERSTONE WAY 78250 6-123 703	78250	6-123	1000	985	974	966	901
S50005	7323 LANDBURY DRIVE 78250 6-123 543	78250	6-123	935	948	933	906	878
S90008	10145 GALESBURG 78250 6-99A 675	78250	6-99A	675	971	933	906	843
S90007	7446 RIMHUR5T 78250 6-99A 673	78250	6-99A	917	940	922	904	864
S90028	5518 RIDGE RUN 78250 6-99B 652	78250	6-99B	902	887	875	912	818
S90029	7239 HARDESTY 78250 6-99B 650	78250	6-99B	979	929	931	908	922
S90022	7426 ALVER5TONE WAY 78250 6-996 659	78250	6-996	923	868	866	923	819
S90027	9007 FROMAGE 78250 6-996 659	78250	6-996	1029	987	969	1005	947

Unit No	Scattered Site Address	Zip	TEX No	2009 Flat Rents	2010 Flat Rents	2011 Flat Rents	2012 Flat Rents	2013 Flat Rents
S90012	9211 RIDGE WILDE 78250 6-996 910	78250	6-996	1022	980	894	903	953
S90025	9215 VALLEY HAVEN 78250 6-996 760	78250	6-996	802	954	820	990	973
S90013	9354 VALLEY GATE 78250 6-996 752	78250	6-996	934	1007	956	1007	965
S90014	9535 VALLEY DALE 78250 6-996 760	78250	6-996	986	947	899	976	936
S90023	2920 WOOD CIRCLE 78250 6-996 945	78250	6-996	1106	999	789	957	936
S50003	2318 FRONTIER TRAIL 78251 6-123 674	78251	6-123	1025	994	835	939	880
SI0009	7534 MEADOW LAWN 78251 6-61F 809	78251	6-61F	889	917	910	919	952
S50007	4318 TIMBERHILL	78238	6-123	1006	917	914	959	919

PROJECT NO	DEVELOPMENT	BEDROOM SIZE	2009 Flat Rent	2010 Flat Rent	2012 Flat Rent	2013 Flat Rent
538	Alhambra	1	535	596	625	690
538	Alhambra	2	700	740	748	828
549	Converse Ranch I	1	635	635	663	634
549	Converse Ranch I	1 Large			714	714
549	Converse Ranch I	2 x 1			814	814
549	Converse Ranch I	2 x 2	835	835	914	914
549	Converse Ranch I	3	985	985	1024	1024
551	Converse Ranch II	1	614	614	663	634
551	Converse Ranch II	1 Large			714	714
551	Converse Ranch II	2 x 1	764	764	814	814
551	Converse Ranch II	2 x 2	994	994		914
551	Converse Ranch II	3				1024
550	Midcrown	1	548	548	606 - 675	626
550	Midcrown	2	657	657	716 - 810	744
532	Refugio	1	699		825	833
532	Refugio	2	847	847	1020 - 1070	1028
532	Refugio	3	1003	1003	1095	1105
537	San Juan Square I	1	660	660	675	626
537	San Juan Square I	2	750	750	810	792
537	San Juan Square I	3	885	885	934	1022
552	San Juan Square II	1	588	588	675	598
552	San Juan Square II	2	750	750	810	792
552	San Juan Square II	3	885	885	934	1022
552	San Juan Square II	4	911	911	1042	1042
553	Sutton Oaks	1	625	625	675	725
553	Sutton Oaks	2	750	750	825	795
553	Sutton Oaks	3	850	850	950	950
553	Sutton Oaks	4			1025	1025
541	Hemisview – A1	1	742	742	742	823
541	Hemisview – A2	1	n/a	n/a	n/a	890
541	Hemisview – A3	1	n/a	n/a	n/a	929
541	Hemisview – B1	2	917	917	917	1161
541	Hemisview – B2	2	n/a	n/a	n/a	1135
541	Hemisview – B3	2	n/a	n/a	n/a	1284
541	Hemisview	3	954	954	954	1034



Document No:
Exhibit 1E

SAN ANTONIO HOUSING AUTHORITY

SCREENING AND EVICTION POLICY

SCREENING AND EVICTION POLICY

A. Purpose

1. This Policy is intended to give SAHA an effective tool for adopting and implementing fair, effective, and comprehensive policies for screening out program applicants who engage in illegal drug use or other criminal activity and for evicting or terminating assistance of persons who engage in such activity.

B. Administration

1. All screening and eviction procedures shall be administered fairly and in such a way as not to discriminate on the basis of race, color, nationality, religion, age, sex, familial status, disability or other legally-protected groups, and not to violate right to privacy.
2. To the maximum extent possible, the Authority will involve other community and governmental entities, as well as resident organizations, in the promotion and enforcement of this Policy.
3. This Policy will be posted on the Authority's bulletin board and copies made readily available to residents and/or applicants upon request.

C. Screening of Applicants

1. The PHA is responsible for screening family behavior and suitability for tenancy. The PHA is responsible for screening family behavior and suitability for tenancy. The PHA may consider all relevant information which; may include, but is not limited to: (e.g., information from criminal history record convictions, arrests, and/or evictions. The PHA will consider all information relevant to reasonable cause from former landlords or neighbors relevant to a household member's pattern of disturbances, destruction of property, living and housekeeping habits, or history of criminal activity, or drug and/or alcohol abuse, which may threaten the health or safety of, or the right to peaceful enjoyment of, the premises by other residents.
2. In accordance with HUD guidelines in order to avoid admitting residents whose presence might be damaging to the health, safety and welfare of the residents, SAHA will obtain criminal summary history information from State and/or Local law enforcement agencies, on all prospective applicants who are 18 years of age, or older for public housing owned or operated by the SAHA for the purpose of determining resident eligibility.
3. SAHA will test all applicants against the following additional criteria:
 - a. Is there a history of criminal activity involving crimes of physical violence to persons or property or other criminal acts which might have an adverse effect on the health, safety and welfare of other residents?
 - b. Is there a history of any drug-related or violent criminal activity which would adversely affect the health, safety, well-being or right of peaceful enjoyment of the premises by other residents or SAHA employees?
 - c. Is there a history of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by others?
 - i. Alcohol abuse shall only be evaluated as an aggravating factor in the context of a criminal conviction, as determined herein, or in the context of a

prior housing eviction.

- d. Is any family member registered as a lifetime sex offender? Such individuals are ineligible for assisted housing for life; and
 - e. Has any family member been convicted of producing or manufacturing methamphetamines on the premises of an assisted housing unit?
 - i. Such individuals are ineligible for assisted housing for life.
 - f. Is there evidence of a record of disturbing neighbors, destruction of property, or living and housekeeping habits at prior residences that might adversely affect the health, safety and welfare of other residents?
 - i. Applicants with prior evictions for nuisance and/or breach of lease agreement within the past three years will be denied admission.
 - g. Does the applicant have a poor past performance in meeting financial obligations, especially rent? At a minimum, the applicant shall:
 - i. Have a consistent record of timely rent payments during the immediate three years prior to the evaluation.
 - 1. Applicants who have had 1 or more evictions for non-payment of rent in the immediate three years prior to the evaluation will be denied admission.
 - h. Does the family have the ability to maintain (or with assistance 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? and
 - i. Has a family member committed fraud in connection with any federally assisted housing program, including the intentional misrepresentation of information related to their application or benefits derived therefore?
4. The applicant must provide the complete and accurate Social Security numbers and the documentation to verify each Social Security number assigned to the applicant and to each member of the applicant's household, regardless of age, who claim to have legal residency or citizenship status.
5. The applicant, spouse, and each member of the applicant's household who is 18 years of age or older must sign and submit a Form HUD-9886, "Authorization for the Release of Information" and other release forms necessary for the Housing Authority to verify the family's income and other eligibility factors.
- a. Any activity described as follows by any household member, which did or did not result in an arrest and/or conviction, will be considered grounds for denial of assistance:
 - b. Evidence that a household member is currently engaging in or has engaged in drug-related criminal activity; or reasonable cause to believe that illegal drug use or a pattern of illegal drug use may adversely affect the health or safety of, or the right to peaceful enjoyment of, the premises by other residents; or
 - ii. Evidence that a household member is currently engaging in or has engaged in violent criminal activity; or other criminal activity which may threaten the health or safety of, or the right to peaceful enjoyment of, the premises by other residents; or other criminal activity which may threaten the health or safety of Authority employees or persons performing management functions on behalf of the Authority.

- iii. Evidence that a household member's abuse or pattern of abuse of alcohol interferes with the health, safety of, or the right to peaceful enjoyment of, the premises by other residents.
- iv. Evidence that a household member has been evicted within the last five (5) years from any federal assisted housing program for drug and/or criminal related activity.
- v. Evidence that a household member owes rent or other amounts, or has committed fraud, bribery, or misrepresented eligibility information to SAHA, or any other PHA, or owner in connection with any assisted housing program. The applicant must satisfy in full any overdue accounts or indebtedness owned SAHA resulting from previous tenancies in any housing development or housing program administered or managed by the SAHA. There must be documentation in the tenant file and computer records supporting the applicant paid in full any outstanding debt owed to any other public housing authority as reported to SAHA via HUD's Enterprise Income Verification (EIV) system or other database.
- vi. The applicant's previous lease with SAHA (if any) must not have been terminated for cause within the previous:
 - 1. 36 months for a default in the payment of rent or charges;
 - 2. 60 months for a termination due to drug related criminal activity or criminal activity including crimes of physical violence to persons or property, crimes that adversely affected the health, safety or welfare of other tenants,
 - 3. 60 months for a termination for failing to report family income or composition; or
 - 4. 60 months for all other terminations
 - 5. The applicant must not have had an application for housing with the SAHA denied within the last 12 months, or have had an application withdrawn from the waiting list within the last six months.
- vii. The Authority shall prohibit admission to any household that includes a member who is subject to any registration requirements under a state sex offender program. (Denial **will not** be limited to individuals with lifetime registration requirements)
- viii. The Authority shall permanently prohibit admission to public housing if any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.

D. Procedures for Applicant Screening

1. Each household member age 18 or older at the time of application will sign a criminal history release form.
2. The criminal history record will be reviewed to determine if any household member has a recent history or pattern of involvement with any of the above activity.
3. If information is revealed in the criminal history record that would cause the Authority to deny housing to the household, the Authority shall provide a copy of the record to the person who applied as the head of household.
4. If the applicant disputes the information in a timely manner, he/she shall be given an opportunity for an informal hearing for denials according to the Section XII of the Authority's Admissions and Occupancy Policy.
5. Where applicable, the Authority may waive its policy of prohibiting admission if the household

member demonstrates to the Authority's satisfaction that he/she is no longer engaging in illegal use of a controlled substance or abuse of alcohol and:

- a. Has successfully completed a supervised rehabilitation program;
 - b. Has otherwise been rehabilitated successfully; or
 - c. Is currently participating in a supervised rehabilitation program
 - d. The circumstances which led to eviction no longer exist (e.g. the person involved in the criminal activity no longer lives in the household).
 - e. The family includes a person with disabilities; the PHA's decision concerning denial of admission is subject to consideration of reasonable accommodation in accordance with 24 CFR Part 8.
6. Persons evicted from Public Housing, Indian Housing, Section 23 or any Section 8 Housing Program because of drug-related criminal activity are ineligible for admission to public housing for a five (5) year period beginning on the date of such eviction. This may be waived if:
- a. The evicted household member who engaged in drug-related criminal activity demonstrates successful completion of a rehabilitation program approved by the Authority; or
 - b. The circumstances leading to the eviction no longer exist (e.g., the individual involved in drugs is no longer a household member because of incarceration.)
7. In evaluating evidence of negative past behavior, the Authority will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or the likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.
8. In determining whether to deny admission for illegal drug use or alcohol abuse by a household member, the Authority may impose, as a condition to admission to, and continued assistance in public housing for other family members, a requirement that the household member who engaged in or is culpable for the drug use or alcohol abuse may not reside in the unit.
9. The Authority will also review the criminal history record of any individual age 18 years or older that is added to the Lease after initial occupancy. Such a review will be under the "applicant" standard, as described above.

E. Reviewing Residents/Enforcement Through Evictions

1. The activities described below shall be cause for termination of tenancy, and eviction from the premises. Since eviction is a civil, not criminal matter, a criminal conviction or arrest is not necessary in order to terminate a Lease and evict a household; however, SAHA shall be responsible for producing evidence strong enough to warrant an eviction:
 - a. Violent criminal activity, or other criminal activity by a household member that threatens the health, safety or right to peaceful enjoyment of the premises by other residents (to include acting or speaking in an abusive or threatening manner toward other residents, or SAHA staff); or any drug related criminal activity *on or off the premises, not just on or near the premises*. Such activity by a guest of the household may also be grounds for eviction if such activity occurs *on the premises*.
 - b. Abuse or pattern of alcohol abuse, by a household member, which poses a threat to the health, safety or right to peaceful enjoyment of the premises by other residents.
 - c. SAHA will terminate tenancy for a material violation of the lease of any household member, guest, or person under the tenant's control.

2. In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a participant who is no longer engaging in such use, or for abuse or pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Authority may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program.
3. The Authority may require a household member who has engaged in the illegal use of a drug or abuse of alcohol, to submit evidence of current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program as a condition to being allowed to reside in the unit. The Authority may hold the whole household responsible for that member's successful rehabilitation as a condition for continued occupancy and avoidance of eviction.
4. In determining whether to terminate tenancy for illegal drug use by a household member, or for alcohol abuse by a household member, the Authority may impose, as a condition of continued assistance for other household members, a requirement that any household member who engaged in or is culpable for the drug use or alcohol abuse may not reside in the unit.
5. If, at any time in between re-certifications, the Authority has reasonable cause (e.g., newspaper articles, credible informants, police reports) to believe that a household member is engaging in drug-related or other criminal activity which would pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or Authority employees, the Authority may require a participant to sign a release to run a subsequent criminal check.

F. EVICTION PROCEDURES

1. The purpose of this policy is to ensure that if eviction is necessary, that a resident's is given the opportunity for a hearing in court which provides the basic elements of due process, before eviction by the Authority.
2. The Notice to Vacate (NTV) may be combined with or run concurrently with Notice of Lease Termination. The NTV must be in writing and specify that if resident's fails to vacate the premises within the applicable statutory period, appropriate action will be brought against the resident's, and he/she may be required to pay court costs and attorney fees. Notice shall be:
 - a. Three (3) days if the health or safety of other resident's, Authority employees, or persons residing in the immediate vicinity of the premises is threatened; or if any member of the household has engaged in any drug related criminal activity or violent criminal activity *on or off the premises, not just on or near the premise*, or if any member of the household has been convicted of a felony.
 - b. Fourteen (14) days in the case of failure to pay rent or the chronic late payment of rents.
 - c. Thirty (30) days in all other cases.
3. The Authority shall notify the Post Office that mail should no longer be delivered to the person who was evicted for criminal activity, including drug-related criminal activity.
4. Resident's shall pay to the Authority all court costs, reasonable attorney's fees and other expenses in enforcing or defending the Lease, and in recovering possession of the premises, unless resident's prevails in such legal action.
5. If the resident is entitled to and begins proceedings under the Grievance Procedure, eviction will not occur until a decision on the grievance is rendered.

G. Records Management

1. All criminal records received will be maintained confidentially, not misused, or improperly disseminated, and the utmost security will be maintained.
2. All criminal records, while needed, will be housed in a locked file with access restricted to individuals responsible for screening and determining eligibility.
3. Misuse of the above information by any employee will grounds for discipline. Legal penalties for misuse are contained in Section 411.085 of the Texas Government Code.
4. The criminal history record shall be shredded after the final determination is made.
5. The Authority will document the outcome in the file.



Document No:
Exhibit 1F

SAN ANTONIO HOUSING AUTHORITY

GRIEVANCE POLICY

GRIEVANCE PROCEDURE

A. Purposes and Scope

To set forth the requirements, standards, and criteria for a grievance procedure to be established and implemented by the Authority to assure that an Authority resident is afforded an opportunity for a hearing if the resident disputes within a reasonable time any Authority action or failure to act involving the resident's Lease with the Authority or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status.

The Grievance Procedure provided herein shall be incorporated in each individual resident's Lease by reference.

B. Applicability

The Authority's Grievance Procedure shall be applicable to all individual grievances as defined herein. Excluded from this Policy are any grievances concerning a 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 the Authority;
2. Any violent or drug related criminal activity on or near such premises; or
3. Any criminal activity that resulted in felony conviction of a household member.

This Grievance Procedure shall not be applicable to disputes between residents not involving the Authority or to class grievances.

This Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group of residents and the Authority's Board of Commissioners.

The Grievance Procedure does not apply to determinations that affect applicants.

C. Applicable Definitions

"Authority" where used herein means the Housing Authority of the City of San Antonio.

"Complainant" shall mean any resident whose grievance is presented to the Authority in accordance with paragraphs D and E herein.

"Elements of Due Process: shall mean an eviction action or termination of tenancy in a State or local court in which the following procedural safeguards are required:

1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
2. Right of the resident to be represented by counsel;
3. Opportunity for the resident to refute the evidence presented by the Authority, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
4. A decision on the merits.

"Hearing Officer" shall mean a person selected in accordance with paragraph F herein, to hear grievances and render a decision with respect thereto.

"Hearing Panel" shall mean a panel selected in accordance with paragraph F herein, to hear grievances and render a decision with respect thereto.

"Resident" shall mean any adult person(s) (other than a live-in aide) who resides in the unit, and who executed the Lease with the Authority as lessee, or if no such person now resides in the unit, who resides in the unit, and who is the remaining head of household of the tenant family residing in the unit.

"Grievance" shall mean any dispute which the resident may have with respect to Authority action or failure to act in accordance with the individual resident's Lease or Authority regulations which adversely affect the individual resident, resident's rights, duties, welfare or status.

D. Informal Settlement of Grievance

1. Any grievance shall be personally presented, either personally or in writing (no telephone calls accepted) to the Authority office located at the development where the complainant resides within ten (10) calendar days after the grievant event, so the grievance may be discussed informally and settled without a hearing.
2. A summary of such discussion shall be prepared within five (5) working days of the date of discussion and one copy shall be given to the resident and one retained in the resident's file. The summary shall specify:
 - a. The names, addresses and phone numbers of the participants;
 - b. Date and time of the meeting;
 - c. Nature of the proposed disposition of the complaint and specific reasons therefore;
 - d. The right of the complainant to a hearing; and
 - e. The procedure by which a hearing may be obtained.

E. Procedures to Obtain a Hearing

1. The complainant shall submit a written request for a hearing to the Authority Legal Department within ten (10) calendar days from the date of the summary of discussion letter referenced in paragraph D2 herein. The written request shall specify:
 - a. The reason for the grievance; and
 - b. The action or relief sought.
2. If the complainant requests a hearing in a timely manner, the Authority shall schedule a hearing within fourteen (14) working days of the Authority receiving the complainant's request.

F. Selection of Hearing Officer or Hearing Panel

1. The hearing officer shall be an impartial person(s) appointed by the Authority; and
2. Will be a person(s) other than the person who made or approved the Authority's action under review, or a subordinate of that person. It may be an officer or employee of the Authority.

G. Failure to Request a Hearing

1. If the complainant does not request a hearing in accordance with paragraph E herein, then the Authority's disposition of the grievance under "The Informal Settlement of Grievance" (D herein) shall become final.

2. Failure to request a hearing shall not constitute a waiver by the complainant of his/her rights thereafter to contest the Authority's action in disposing of the complainant in an appropriate judicial proceeding.

H. Hearing Prerequisite

1. All grievances shall be personally presented, or requested in writing in accordance with paragraph D herein as a condition precedent to a hearing.
2. If the complainant shows good cause why he/she failed to proceed in accordance with paragraph D to the hearing officer or hearing panel, the provisions of this subsection may be waived by the hearing officer or hearing panel.

I. Escrow Deposit

1. Before a hearing is scheduled in any grievance involving the amount of rent which the Authority claims is due, the complainant shall pay to the Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place.
2. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel.
3. These requirements may be waived by the Authority in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the Grievance Procedure.
4. Failure to make payment shall not constitute a waiver of the right the complainant may have to contest the Authority's disposition of the grievance in any appropriate judicial proceeding.

J. Scheduling of Hearing

1. Upon complainant's compliance with the paragraphs E, H and I herein, a hearing shall be scheduled within fourteen (14) working days, for a time and place reasonably convenient to both the complainant and the Authority.
2. A written notification specifying the time, place and procedures governing the hearing shall be delivered to the complainant and the Legal Department. The notification will also inform complainant of the following rules:
 - a. If the complainant is unable to appear for the hearing as scheduled, he/she must contact the Authority Legal Department at least 24 hours in advance of the hearing time to reschedule.
 - b. A hearing will only be rescheduled less than 24 hours in advance in the event of an emergency. A hearing will only be rescheduled more than once in the event of an emergency. The Authority reserves the right to require documentation of an emergency.

K. Procedures Governing the Hearing

1. The hearing shall be held before a hearing officer or hearing panel, as appropriate.
2. The complainant shall be afforded a fair hearing, which shall include:
 - a. The opportunity to examine and copy before the hearing any Authority documents, including records and regulations, that are directly relevant to the hearing (at complainant's expense). Any document not so made available, after request by the complainant, may not be relied on by

the Authority at the hearing. (Complainant must contact the Legal Department at least 24 hours in advance of the hearing date to schedule an appointment.) If the Authority does not make the document available for examination upon request by the complainant, the Authority may not rely on such document at the grievance hearing;

- b. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
 - c. The right to a private hearing unless the complainant requests a public hearing;
 - d. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or management, and to confront and cross-examine all witnesses upon whose testimony or information the Authority or management relies;
 - e. A decision based solely and exclusively upon the facts presented at the hearing.
3. The hearing officer or hearing panel may render a decision without proceeding with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.
 4. If the complainant or the Authority fails to appear at a scheduled hearing, or fails to appear within 15 minutes of the hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for not to exceed five (5) working days or make a determination that the party has waived his/her rights to a hearing.
 5. Both the complainant and the Authority shall be notified of the determination by the hearing officer or hearing panel.
 6. A determination that the complainant has waived his/her rights to a hearing shall not constitute a waiver of any right the complainant may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.
 7. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Authority must sustain the burden of justifying the Authority's action or failure to act against which the complaint is directed.
 8. The hearing shall be conducted informally by the hearing officer or hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to the admissibility under the rules of evidence applicable to judicial proceedings.
 9. The hearing officer or hearing panel shall require the Authority, the complainant, council and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
 10. The complainant (non-citizens or disabled individuals) or the Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript or an audio tape of the hearing. Any interested party may purchase a copy of such transcript or audio tape. Audio tapes will be maintained by the Legal Department for two (2) years from the date of the hearing.
 - a. The Authority will provide reasonable accommodations for persons with disabilities to participate in the hearing. The Authority must be notified within 24 hours of the hearing date if special accommodations are required.
 - b. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
 - c. If the resident is visually impaired, any notice to the resident which is required under these procedures must be in an accessible format.

L. Decision of the Hearing Officer or Hearing Panel

1. The hearing officer or the hearing panel will render the decision, together with the reasons therefore, in writing within five (5) working days of the date of the hearing.
 - a. A copy of the decision shall be sent to the complainant at the address verified at the hearing, and to the Authority.
 - b. The Authority shall retain a copy of such decision in the complainant's file.
 - c. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Authority and made available for inspection by a prospective complainant, his representative, or the hearing panel or hearing officer.
2. The decision of the hearing officer or hearing panel shall be binding on the Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Authority Board determines by the next following Board meeting, that:
 - a. The grievance does not concern the Authority's action or failure to act in accordance with or involving the complainant's Lease, or Authority regulations, which adversely affect the complainant's rights, duties, welfare or status;
 - b. The decision of the hearing officer or hearing panel is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Authority.
3. A decision by the hearing officer, hearing panel, or Board in favor of the Authority or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

M. Authority Eviction Actions - If a resident is entitled to and begins proceedings under these procedures, eviction will not occur until a decision on the grievance is rendered.



Document No:
Exhibit 1G

SAN ANTONIO HOUSING AUTHORITY

2013 UTILITY ALLOWANCE SCHEDULE



REQUEST FOR QUOTATIONS
For
Utility Allowance Calculations for Public Housing
For
HOUSING AUTHORITY OF THE
CITY OF SAN ANTONIO, TEXAS
AND
AFFILIATED ENTITIES

Date Issued: March 22, 2013

rfq #: 1303-961-31-3978

Closes: April 2, 2013 at 11:00 AM

Prepared by:

Department of Procurement
of the

San Antonio Housing Authority
818 South Flores Street
San Antonio, Texas 78204

SAHA is currently soliciting bids for the preparation of a comprehensive Low-Rent Public Housing Utility Allowance Survey and Study to develop low-rent consumption and utility allowances for electricity, natural gas, water, sewer and trash collection utilizing an engineering based methodology for the agency's 91 Low Rent Public Housing and Mixed Finance (tax credit) developments by structure type, unit size, and unit type in accordance with 24 CFR, Part 965 Subpart E- Resident Allowances for utilities and Public Housing Utility Allowance Guidebook for the Low-Rent Public Housing Program.

By federal regulation (CFR Title 24 CFR) SAHA needs to have a regulatory review of the utility rates and charges based on a 10% change in rates.

Any changes in allowances will be handled in accordance with SAHA policy and HUD guidance.



Document No:
Exhibit 1H

SAN ANTONIO HOUSING AUTHORITY

**2013
SCHEDULE OF SALES AND SERVICES TO
RESIDENTS**



SCHEDULE OF SALES AND SERVICES TO RESIDENTS

Effective: July 1, 2013

LABOR: \$17.00 per hour charge during normal working hours or \$25.00 per hour on an overtime basis with a one-hour minimum charge.

MATERIAL COST: Actual cost of parts or materials used for repairs.

Attorney Fees, if awarded.....	Actual cost
Carbon Monoxide Detector – damage/removal.....	\$100 per occurrence
Cleaning Vacant Unit.....	Labor plus material cost
*Minimum labor charge will be 1 hour	
Copies.....	\$.25
Court Costs.....	Actual cost
Elderly/Disabled Residents.....	No labor charge for installation of light bulbs
False Fire Alarm.....	Labor plus SAFD charge
Faxing.....	\$1.00 per page
Fire Extinguisher – damage/removal.....	\$100.00 per occurrence
Help Call False Alarm.....	Labor plus SAFD charge
Illegal Parking (on grass, sidewalk, etc.).....	\$15.00
Late Rent Fee.....	\$15.00
Lock Out.....	\$17 during business hours/\$25 after hours
Mowing Grass.....	Actual cost
Outside Water cut-off key.....	Actual cost
Pest Control.....	Actual cost
Pest Control – unit not ready for service.....	\$25.00
Pet Waste Removal.....	\$10.00
Re-letting Fee – failure to give proper move-out notice.....	\$100.00
Remote Control Replacement.....	Actual Replacement Cost
Resident Responsible Repairs.....	Labor plus material cost
Returned Checks.....	\$25.00
Smoke Damage Removal – odor & residue removal.....	Actual Cost
Smoke Detector – damage/removal.....	\$100 per occurrence
Trash Pick-Up.....	\$10.00
Trimming Hedges/shrubbery, etc.....	Actual Cost
Writ of Possession.....	Actual Cost

Services or materials not covered above will be charged at actual cost plus labor.

Approved by SAHA Board of Commissioners: APRIL 4, 2013