

Great Falls Housing Authority

Admissions and Continued Occupancy Policy (ACOP)

1. INTRODUCTION

The Great Falls Housing Authority through its Board of Commissioners and housing staff recognizes the need of low and moderate income individuals and families for safe, quality and affordable housing. To meet this goal the Great Falls Housing Authority manages the Low Income Public Housing Program, the Section Eight Housing Choice Voucher Program, and 32 Affordable Housing units. The Board of Commissioners acts as the Loan Committee for the City's Community Development Department's private residential and rental housing loan and grant programs.

The Department of Housing and Urban Development (HUD) has contracted with the Housing Authority to operate and manage the Low Income Public Housing and administer Section Eight Housing Choice Voucher Program. The Board of Commissioners establishes and approves general policies for the programs.

Executive planning and program decision responsibility rest with the Housing Authority Board of Commission and implemented by the City of Great Falls through a management contract that provides a mutually agreed upon avenue to provide and maintain public and private housing. The contract allows the Housing Authority access to a variety of services required to manage a public entity. Furthermore, the contract provides for the necessary administrative personnel to staff the Housing Authority operations.

Housing Authority staff consists of an Executive Director, Deputy Director/Program Supervisor, Housing Analyst, three Housing Specialists, two Account Clerks, a Secretary, Maintenance Supervisor, four laborers, two Ground's Keepers, Housing Inspection Technician, Construction Project Manager and a part time Fair Housing Specialist. Staff may be supplemented as necessary by City staff.

2. FAIR HOUSING

The Housing Authority actively pursues a policy that “ No person shall be subjected to discrimination because of race color, religion, sex, handicap, familial status or national origin...”(Fair Housing Act of 1968 as Amended 1988) (Rehabilitation Act of 1973, Section 504) as well as “creed, martial status and age” (Title 49 Montana Human Rights, MCA 49-2-305), in the search for housing. For individuals who require translating services for other languages, applicants may request interpreting services be provided at any time. The Great Falls

Housing Authority contracts with local translating services to provide this service at no cost to the applicant.

3. FRAUD POLICY

The Great Falls Public Housing Authority, to maintain our credibility with applicants and participating families, owners, HUD and the community as a whole, will strictly enforce program requirements. When families, owners, or housing authority employees fail to adhere to program requirements, the housing authority must take appropriate action. The action taken will be based on an assessment of the particular situation.

If as a result of its assessment the housing authority determines that the family, owner, or housing authority employee has abused the program, immediate action will be taken to remedy the situation. The housing authority may at any time deny program assistance to an applicant or terminate program assistance for participation if any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with and Federal Housing program. The housing authority action will vary, depending upon the extent and nature of the abuse. The Great Falls Housing Authority must determine that a preponderance of evidence demonstrates that the action taken by the family, owner, or employee was willful and intentional, in order to terminate assistance or employment on the basis of fraud or abuse.

Non-Reporting of Income

A Tenant owing \$1500 or less of non-reported income will have 6 months to repay the debt in full. If the amount owed is more than \$1500 the household will receive a 30-Day Termination Notice.

“Fraud” and “abuse” mean a single act or pattern of actions made with the intent to deceive or mislead, constituting a false statement, omission, or concealment of a substantive fact. Fraud and abuse result in the payment of housing choice voucher program funds in violation of program requirements. This often occurs when families or owners intentionally fail to report required information or report incorrect information to obtain benefits to which they are not entitled. Fraud is a legal term that involves taking legal action to pursue a remedy of the situation, such as terminating program assistance.

Examples of Fraud and Abuse. This list is not all inclusive:

By the family:

- Intentionally misrepresenting income, assets, and allowances.

- Intentionally misrepresenting family composition.
- Initiating and participating in bribes or other illegal activities.

By the owner:

- Collecting extra or “side” payments in excess of the family share of rent or requiring the family to perform extraordinary services in lieu of payments.
- Charging families for utilities that are the owner’s responsibility.
- Collecting housing assistance payments for units not occupied by program participants.
- Bribing housing authority employees to certify a standard unit as passing HQS.
- Other HQS violations involving misrepresentation and deceit.

By the Housing Authority:

- Willful passing of units not meeting HQS and/or local standards.
- Accepting kickbacks from owners, managers, or families to permit participation or to allow rents in excess of the rent reasonableness limitations.
- Intentionally calculating total tenant payment or housing assistance payments incorrectly
- Intentionally making incorrect determinations of family eligibility, including certifying as eligible otherwise ineligible applicants, coaching applicants to falsify documents, or changing an applicant’s position on the waiting list.

If you suspect fraud report it to your supervisor immediately

4. DEFINITIONS

To be eligible for housing assistance, a client household (applicant or continued participant) must meet one or more of the following definitions:

Eligible Family – All of the federally defined families, including elderly family, near-elderly family, disabled family, remaining member of a tenant family, a single person 18 years of age (if under 18, emancipation is required), and two or more persons who are not so related and 18 years of age (if under 18, emancipation is required) related by blood, marriage, adoption, or other operation of law, or two or more persons who are not so related but who will live together in a stable relationship and share resources who are 18 years of age (if under 18, emancipation is required).

Elderly Family – A family whose head, spouse, or sole member is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together or one or more persons who are at least 62 years of age living with one or more live-in aides. An elderly family may or may not include children.

Near-Elderly Family – A family whose head, spouse, or sole member is at least 50 years of age but below the age of 62; or two or more persons who are at least 50 years of age but below the age of 62 living together or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.

Disabled Family – A family whose head, spouse, or sole member is a person with a disability/s. It may include two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

Person with Disabilities – A person who is disabled as defined in 42 U.S.C. 423 (the Social Security definition); is determined to have a physical, mental or emotional impairment that is expected to be of a long-continued and indefinite duration; is substantially impeded in his or her ability to live independently; is of such nature that the ability to live independently could be improved by more suitable housing conditions; or has a developmental disability as defined in 42 U.S.C. 6001. Persons who have the disease of Acquired Immunodeficiency Syndrome (AIDS) or any conditions arising from the etiologic agency for AIDS are not excluded. For purposes of qualifying for public housing programs, where eligibility is linked to disability status, a person whose disability is based solely on any drug or alcohol dependence is excluded.

Remaining Member of a Tenant Family – A member who was listed on the lease of a public housing unit and is the only family member still remaining in the unit. A child (under 18 years of age) may remain in the unit as a remaining family member if the GFHA permits an adult to join the household as a new head of household.

A Single Person – A person who is not elderly, near elderly, disabled, or the remaining member of a tenant family.

Live-In Aide – A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities who:

- Is determined to be essential to the care and well-being of the persons;
- Is not obligated for the support of the persons;
- Would not be living in the unit except to provide the necessary supportive services.

5. ELIGIBILITY

An applicant family will be considered eligible if they:

- Have an annual income at or below the Low Income Guideline (80% Median Income, as published by HUD)
- Meet one of the Great Falls Housing Authority's (GFHA) definition of family
- Have at least one family member who is either a U.S. Citizen or an eligible immigrant
- Provide Social Security numbers for every family member age 6 or older
- Passes all screening criteria as set by the Great Falls Housing Authority.

The applicant is notified in writing of apparent eligibility and scheduled for an orientation. During the interview process, GFHA staff verifies income information and other information reported on the application.

Applicants must be present for orientation, unless circumstances prohibit attendance, ie. weather/road conditions, distance needed to travel, request of accommodation. If the applicant does not appear or make arrangements to sign the necessary paperwork or reschedule their orientation appointment within 30 days, the application will be withdrawn.

Families are advised to report changes that may affect family income, composition, address, and telephone to the GFHA. Any change in applicant information will become effective with the regular update process.

Determination of Housing Assistance

Housing program placement is restricted by the U.S. Department of Housing and Urban Development (HUD). The annual gross income without HUD adjustments is used to determine eligibility/placement. HUD states by regulation for the Public Housing Program and the Section Eight Housing Choice Voucher Program that the family contribution for Total Tenant Payment (TTP) shall not exceed 30% of the family's adjusted monthly income or be less than 10% of the family's gross monthly income.

6. Assistance to Non-Citizens (24 CFR 5.506)

To be eligible for housing assistance, all family members must either be citizens or nationals of the United States or eligible immigrants. Persons who are U.S. citizens or nationals may certify to their status (and parents may certify to the status of their children). Persons who are not U.S. citizens or nationals have two choices;

- A. Immigrants may either claim or document their eligibility for housing assistance; or

- B. They may choose not to contest their status and relinquish housing assistance. *Relinquishing housing assistance does not necessarily mean that the undocumented family member cannot reside with the assisted family or should leave the assisted housing.

Those who qualify as eligible immigrants are treated differently based upon their age. Immigrants who are 62 years of age or older (elderly) can sign a declaration of eligible immigrant status and provide proof of age. Immigrants who are younger must sign a declaration of eligible immigrant status, and provide the GFHA one of the documents accepted by the Immigration and Naturalization Service (INS), and a signed verification consent form. Immigrants who do not contend eligible status may still be housed in or remain in assisted housing as long as at least one family member is either a citizen or an eligible immigrant. This family will qualify as a “mixed family” (24 CFR 5.504) and will have their housing assistance pro-rated (they will pay a higher rent than they would if all members were citizens or eligible immigrants).

7. INELIGIBLE APPLICANTS

An applicant who is determined ineligible is promptly notified in writing and advised of the reasons for the determination. This notice states the right, upon written request within 10 days, to a review and/or hearing.

The GFHA will consider the applicant’s background and action towards:

- Prompt payment of rightful obligations
- Household members’ health, safety or welfare
- Care of rental property
- Standard lease terms and conditions
- Rules of Occupancy
- Neighbors’ rights to peace and quiet, or
- A drug related or criminal offense and/or felony within the last 5 years.

The GFHA will declare applicants ineligible who:

- Owe a debt to any federal housing agency; or
- Have a history of violent behavior or criminal activity; or
- Have engaged in drug-related activity in the last 5 years; or
- Were evicted from a federally assisted housing program for drug-related criminal activity for three years following the date of eviction; or
- Are currently engaging in illegal use of a drug; or
- Who is determined to be illegally using a controlled substance; or
- With respect to whom the GFHA determines that it has reasonable cause to believe that such a household member’s illegal use (or pattern of use) of a controlled substance may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents;

- Have shown a pattern of use of illegal drugs that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents; or
- Are subject to a lifetime registration requirement under a State sex offender/violent offender registration program; or
- Abuses alcohol or has a pattern of alcohol abuse that would interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents; or
- Have been convicted of a drug-related criminal activity for manufacture or methamphetamine on the premises of a federally assisted housing program; or
- Have moved, in violation of GFHA/HUD rules and regulations, from a public housing unit operated by the GFHA. If the violation was debt and the debt has been settled, this rule may still apply; or
- Apply for Section Eight assistance and have been evicted from public housing in the last five years; or
- The family has breached an agreement to pay the GFHA for monies owed in the Section Eight or Public Housing programs; or
- Have an unfavorable rental history to include housekeeping issues; or
- Misrepresent any information related to eligibility, including income, award of preferences for admission, allowances, family composition or rent.

A client record survey for prior participation is completed on all applicant clients. Unfavorable prior participation may be used to declare an applicant ineligible for housing assistance.

For applicants with criminal records, the GFHA will consider the seriousness of the reported incidents, and whether there has been successful rehabilitation indicating the family will conduct themselves in a manner favorable to the housing site's environment. If warranted, fingerprints will be submitted for a detailed history. Once all information is received, a determination will be made and applicants will be notified of the decision. After eligibility or non-eligibility is determined, police records will be destroyed. Information obtained to include national/state backgrounds will be reviewed by the records administrator. Electronic copies will be reviewed for eligibility and a determination will be made. Information on favorable determinations will be deleted from the system, and unfavorable determinations will be printed for the certified hearing panel. Once a decision is made at this level, background information is placed into the shred bin to be shredded by a certified agency. After determination on eligibility is made, all records are deleted or shredded. Background information is only viewed by the administrator and review panel who have privacy and security training. Any applicant may request a copy of the background that has been completed. After positive

identification is received and their name logged into the dissemination sheet, they may obtain a marked copy of the background.

For applicants or any household member who have been evicted from a federally assisted housing program for drug-related criminal activity, the GFHA will prohibit admission of this applicant for a period of three years from the date of the eviction.

Applicants may request an Administrative Review on ineligibility determinations. (See Grievance Policy for applicability).

Applicants who are declared ineligible shall be ineligible for a period of one year.

8. APPLICATIONS

Applications for the GFHA housing assistance programs are available at the GFHA office and at www.greatfallsha.org. An interested family must complete an application and indicate the housing program/s they desire. If the applicant requires any type of reasonable accommodation in the application or admission process, the GFHA will provide such accommodation. "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. An accommodation/modification may also be a structural change to a common area or dwelling that is needed by a person with a disability. Reasonable accommodations/modifications must be considered reasonable and not create an undue financial burden upon the GFHA. The applicant must sign an Authorization for Release of Information form, and a notification form acknowledging that the GFHA will conduct a police background check on every adult applicant. The application is dated with time noted upon receipt in the GFHA office. The family is advised that the GFHA's acceptance of an Application is no assurance of eligibility.

The application is reviewed and eligibility is determined. Families must meet income and family definition requirements of Federal Regulation (CFR 982.201) and the GFHA. Families are researched for past housing program participation, screened through local and state law enforcement agencies, and must provide one favorable reference from a previous landlord. In case of first time renters, the GFHA may accept two personal professional references.

Staff considers the applicant's information to determine bedroom assignment and tentative waiting list placement. The appropriate bedroom size is determined based upon the subsidy standards. The family will be placed on the applicant waiting list/s by date and time of the receipt of the application. The application is entered onto the waiting list when all verification is obtained and forms are completed.

9. Application Verifications

The GFHA is required to verify information relating to eligibility, assets, income, and deductions from income, admissions preferences, and compliance with applicant selection criteria. Required information includes, but is not limited to:

- Income, assets and asset income (24 CFR 5.609)
- Divested assets (24 CFR 5.609)
- Family composition (24 CFR 5.403)
- Social Security numbers (24 CFR 5.216)
- Citizenship or Eligible Immigration Status (24 CFR 5.508)
- Required criminal history review (24 CFR 960.204) and;
- Favorable rental history

Income, assets and asset income will be obtained from all applicants. All income and asset information must be verified by third party sources. Projections of Annual Income shall be based on the best available information with due consideration to the past year's income, current income rate and effective date; and shall include estimates for each income recipient in the family. Written third-party verification (with appropriate release) through an employer or public agency is the first form of income verification that must be attempted. Staff may update this verification by phone, with a memo to the file. Oral third-party verifications may be used if repeated efforts to obtain written third-party verifications are not successful. Staff would use the employment verification form as an interview guide, note the name and title of the person interviewed, and sign and date the form. If third-party verifications of employment through an applicant or resident's employer cannot be obtained, the GFHA may review (and copy) pay stubs. Three months of pay stubs is recommended.

Family composition must be included on the application. Proof of child custody must be verified to establish occupancy standards. Applicants for housing assistance are required to document the Social Security numbers of all family members. This information must be provided at the first regular reexamination. (Children on whose behalf welfare benefits are paid have social security numbers). A copy of the social security card must be obtained first, if no card is available the GFHA may accept letters from Social Security that establish and state the number. If an individual can not produce verification of the social security number and states they do not have a number, they are required to sign a certification to this effect.

Proof of citizenship and naturalization must be verified. The GFHA will verify citizenship status through a birth certificate, U.S. passport, military ID or DD-214 form. Non-citizens must sign a declaration of citizenship form and proper verification from the Immigration and Naturalization Service.

For applicants with criminal records, the GFHA will consider the seriousness of the reported incidents, and whether there has been successful rehabilitation indicating the family will conduct themselves in a manner favorable to the housing site's environment.

The GFHA requires a favorable landlord reference before housing assistance is offered. Applicants without a favorable reference will not be placed on the waiting list until the required document is received. Non-payment of rent will not be the sole reason in determining an unfavorable reference. Applicants who have a negative reference from a landlord will be denied assistance for the twelve month period following the negative reference, unless overturned at a fair hearing.

If an applicant has never rented and established a rental history, or has not had a rental history because they have owned their own home, two professional references may be accepted in lieu of a landlord reference. These references may not be from friends or family members. References must be from persons able to confirm the applicant's ability to care for the home and pay rent. A favorable landlord reference is **REQUIRED** if the applicant has previously rented.

10. WAITING LIST MANAGEMENT

Waiting lists are maintained for all eligible applicants wishing to participate in the GFHA housing assistance programs. A separate waiting list is maintained for each program. All applications will be processed by date and time. The waiting list/s will be purged at least annually if necessary. The Public Housing, Section Eight Housing Choice Voucher and Affordable housing lists are arranged in order of time and date of receipt of application.

Applicants will not be placed on the waiting list/s until all required information has been received and verified. An application not completed within 30 days, with all information verified, will be determined inactive. An applicant with unusual circumstances may request, in writing, an extension of time.

Applicants who are verified as elderly and/or disabled will receive a preference on the public housing waiting list as well as the Housing Choice Voucher waiting list.

Handicap Accessible Waiting List – Public Housing

The GFHA maintains a waiting list for residents requiring handicapped accessible housing. As accessible units become available, transfers are

offered to residents on this waiting list before any other applicants. (The list is arranged in order of the original date and time of application).

Selection

The GFHA's leasing staff contacts the applicant when a placement is available to accommodate the family. The applicant must respond to the contact within 5 working days or the application will be withdrawn from the waiting lists. Withdrawn applicants are given the opportunity to appeal the decision.

Physically disabled applicants who have been processed through the final application stage and who require wheelchair access or who may be accommodated with a ground floor apartment may be selected before other eligible applicants.

Families of governmentally declared disasters who are Section Eight voucher holders or public housing residents from the disaster jurisdiction will receive preference over others on the waiting lists. Once the above mentioned program participants have been assisted, other families from the governmentally declared disaster will receive a preference over others on the waiting lists, provided they are income/program eligible.

An applicant may decline an offered placement three times before being removed from the waiting list. Their application date is amended on the date of refusal and they are placed at the bottom of the list. If the applicant is entered on more than one list, only the selected list will show the amended date. The family may have two application records with differing dates. If a family is housed in Public Housing, they will retain their placement on the Section Eight waiting list. If a family moves, either from public housing or in the private market, it is their responsibility to update their address to be contacted.

11. Removing Applicants from Waiting Lists

The GFHA may only remove applicants from the waiting lists because they have been housed, they have requested that their name be removed, their application has been withdrawn or rejected, or they have refused an offer of housing without good cause (24 CFR 960.206). The GFHA may remove/withdraw an applicants name from the waiting list under the following circumstances:

- The applicant requests that the name be removed;
- The applicant has failed to advise the GFHA of his/her continued interest in public housing during the waiting list update. This includes failing to notify the GFHA of any changes in family status, preference status, address;

- The GFHA has made reasonable efforts to contact the applicant to update the waiting list, but has been unsuccessful. Correspondence (or other methods designated by an applicant with a disability) sent by first class mail to the latest address that is returned by the Post Office will constitute documentation of reasonable effort to contact the applicant;
- The GFHA has made reasonable efforts to contact the applicant to schedule interviews necessary to complete the application process or to obtain information necessary to process the application, and the applicant has failed to respond; or
- When an applicant fails to keep a scheduled interview or fails to respond to the GFHA concerning information that is necessary to process the application or to maintain the waiting list, the GFHA notifies the applicant in writing that he/she must reschedule the interview or provide needed information with 10 days. If the applicant fails to respond within that period, the application will be withdrawn.

12. Closing Waiting Lists

The GFHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part. For any unit size or type, if the GFHA's highest waiting list preference category has sufficient applications to fill anticipated vacancies for the coming 12 months, the GFHA may close the waiting list completely; close the list during certain times of the year; or restrict intake by preference, type of project, or by size and type of dwelling unit (24 CFR 960.206).

Closing of a waiting list for any and all bedroom sizes will be announced by public notice in a newspaper of general circulation with similar notification to interested Public Service Agencies. The list will remain closed to all new applicants.

Reopening of a waiting list for any and all bedroom sizes will be announced by public notice in a newspaper of general circulation with similar notification to Public Service Agencies.

13. Annual Income

Annual Income - Includes all amounts, monetary and non-monetary, that go to, or on behalf of the family head or spouse (even if temporarily absent) or to any other family member or are anticipated to be received from a source outside the family in the 12 months following admission or the effective date of the annual re-examination, including amounts derived from assets to which any member of the family has access that are not specifically excluded by Federal Regulations.

Annual Income includes:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses and other compensation for personal services.
- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only for straight-line depreciation. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. If the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.
- D. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic payment (except as provided under income exclusions).
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided under income exclusions).
- F. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:
 - The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities, plus the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated shall be the amount resulting from one application of the percentage.

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

14. Amounts Excluded from Annual Income

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in paragraph (E) above);
- D. Amounts received by the family that is specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- E. Income of a live-in aide, as defined in section 2.2.1 on Family;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- H. (i) Amounts received under training programs funded by HUD;
 - (ii) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Achieve Self Sufficiency (PASS);
 - (iii) 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.) and which are made solely to allow participation in a specific program;
 - (iv) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time;

- (v) 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.
- I. Temporary, nonrecurring, or sporadic income (including gifts);
- J. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- K. Earnings in excess of \$480 for each full-time student 18 years of age or older (excluding the head of household and spouse);
- L. Adoption assistance payments in excess of \$480 per adopted child
- M. Reserved
- N. Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts; a lump sum payment covering the period from application to determination of eligibility.
- O. 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;
- P. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Q. 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 any program to which the exclusions set forth in the above list of excluded income apply. The following list of benefits is excluded income:
 - The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 [7 USC 2017 (h)];
 - Payments to volunteers under the Domestic Volunteer Service Act of 1973 [42 USC 5044 (g), 5088]; Examples of programs under this Act include but are not limited to: the Retired Senior Volunteer Program (RSVP), Foster Grandparent Program (FGP), Senior Companion Program (SCP), and the Older American Committee Service Program; National Volunteer Antipoverty Programs such as VISTA, Peace Corps, Service Learning Program, and Special Volunteer Programs;
 - Small Business Administration Programs such as the 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);

- Payments received under the Alaska Native Claims Settlement Act [43 USC.1626 (a)];
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes [(25 USC.459e)];
- Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program {42 USC 8624 (f)};
- Payments received under programs funded in whole or in part under the Job Training Partnership Act [29USC 1552 (b)];
- Income derived from the disposition of funds of the Grand River Band of Ottawa Indians [Pub. L. 94-540, 90 Stat 2503-04];
- The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims (25 USC 1407-08), or from funds held in trust for an Indian Tribe by the Secretary of Interior [25 USC 117b, 1407]; and
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs [20 USC 1087 uu.]. Examples of Title IV programs include but are not limited to:
 - Basic Educational Opportunity Grants (Pell Grants), Supplemental Opportunity Grants, State Student Incentive Grants, College Work Study, and Byrd Scholarships.
 - Payments received from programs funded under Title V of the Older Americans Act of 1965 [42 USC 3056 (f)]: Examples of programs under this act include but are not limited to: - Senior Community Services Employment Program (CSEP), National Caucus Center on the Black Aged, National Urban League, Association National Pro Persons Mayors, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb.
- Payments received after January 1, 1989 from the Agent Orange Settlement Fund or any other fund established in the Re Agent Orange product liability litigation;
- Payments received under the Maine Indian Claims Settlement Act of 1980 (Pub. L. 96-420, 94 Stat. 1785);
- The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 USC 9858Q);

- Earned income tax credit refund payments received on or after 1/1/91 (26 USC 32 (j));
- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation;
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990;
- Any allowances paid under the provisions of 38 USC 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran;
- Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victim of Crime Act;
- Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998.

15. Definitions of Net Family Assets

Net family assets are the net cash value, after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust lands, equity accounts in HUD homeownership programs, and necessary items of personal property such as furniture and automobiles.

Certain lump sums a family receives, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses are excluded from Annual Income but are expressly identified as additions to family assets.

If a family permanently transfers assets to an irrevocable trust not under the control of any family member, the value of the trust is not included as part of the Net Family Assets. Income distributed from the trust is included in Annual Income.

If a family disposes of business or family assets for less than fair market value (including into a non-revocable trust) the PHA is required to consider the net value of those assets for two years following the date of divestiture for less than fair market value. This provision does not apply to assets divested in a foreclosure, bankruptcy, or in a divorce or separation

settlement when the applicant or tenant family received some important consideration not measurable in dollar terms.

If the value of net family assets is greater than \$5,000, the amount of income from assets used in determining Annual Income is the greater of

- Actual income from the assets; or
- A percentage of the value of the assets based on the passbook savings rate times the value of the net family assets.

Adjusted Income – Statutory Deductions (24 CFR – 5.611)

Income-based rents are calculated using adjusted income. After determining the annual income of the household a set of mandatory deductions are applied. The statutory deductions are:

- \$480 for each dependent;
- \$400 for each elderly or disabled family
- Any reasonable child care expenses necessary to enable a family member to be employed, actively seek employment or to further his or her education; and

The sum of following items, to the extent that the sum exceeds 3% of Annual Income:

- Unreimbursed medical expenses for any elderly or disabled family; and
- Unreimbursed reasonable attendant and auxiliary apparatus expenses for each member of the family who is a person with a disability needed to enable an adult family member (including the member who is a person with disabilities) to work, but this allowance may not exceed the earned income of the family members age 18 and over who are able to work because of such attendant care of apparatus. Medical expenses include actual medical service costs and travel expenses. Hotel and food costs are not considered medical expenses.

Dependant Deduction – This \$480 annual deduction is available for a member of the family (except live-in aides, foster children and foster adults who may be household members but are not family members) other than the family head or spouse, who is under 18 years of age, is a person with a disability, or is a full-time student.

Elderly Disabled Deduction – This \$400 annual deduction is available to families whose head of household, their spouse, or sole member who is at least 62 years of age (elderly families), or a person with a disability (disabled families). This may also include two or more such persons living together, or two or more such

persons living with a live-in aide. Each Elderly or Disabled Family is limited to one \$400 deduction regardless of the number of elderly or disabled household members.

Child Care Deduction – Childcare expenses are defined as the unreimbursed amount anticipated to be paid by the family for the care of children less than 13 years of age during the period for which annual income is computed (24 CFR -5.603)

Such amounts are deductible from annual income only when the care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education.

The amount deducted must reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted may not exceed the amount of employment income that is included in annual income.

16. Occupancy Standards

Families of the appropriate size shall occupy units. This maintains the usefulness of the units, while preserving them both from excessive wear and under utilization. It is also fully compliant with HUD rules related to Occupancy Standards. The following principles govern the size of unit for which a family will qualify. Generally, two people are expected to share each bedroom, except that units will be so assigned that:

- It will not be necessary for persons of different generations or opposite sex, other than husband and wife, to occupy the same bedroom, although they may do so at the request of the family.
- Exceptions to the largest permissible unit size may be made in case of reasonable accommodations for a person with disabilities.
- Two children of the opposite sex will not be required to share a bedroom, although they may do so at the request of the family.
- An unborn child will be counted as a person if the mother is six months or less pregnant in determining unit size. A single pregnant woman may be assigned to a one-bedroom unit. In determining unit size, GFHA will count a child who is temporarily away from the home because the child has been placed in foster care, kinship care, or is away at school.
- A single head of household parent shall not be required to share a bedroom with his/her child, although they may do so at the request of the family.

- A live-in aide attendant may be assigned a bedroom. Single elderly or disabled residents with live-in aides will be assigned one or two bedroom units.

If the Occupancy Standards of the GFHA are challenged, the GFHA will comply with local codes, which states “each occupant must be allowed 200 square feet of living space (for apartments) and 300 square feet of living space (for dwellings).”

Absence from Unit

Any family planning to be absent from the unit for more than seven (7) consecutive calendar days must contact their GFHA leasing manager in writing prior to leaving the unit. Absences can not be for more than 180 consecutive calendar days (in any circumstance or for any reason). If the family is absent for longer than 180 consecutive calendar days housing assistance will terminate and notices will be served. The GFHA may determine absence from the unit by contacting neighbors, contacting family members and physical inspections. Once the family has been terminated from the program, they may reapply for housing assistance.

17. ADMISSION

The Great Falls Housing Authority maintains a waiting list for each program. One for all Public Housing units, one for Section Eight Vouchers, and one for its Affordable housing. Placement on the waiting lists is based on date and time of application. Once all favorable eligibility information is in the applicants file and they have completed the orientation and signed the necessary forms, they are placed on the respective waiting list/s. When the applicant reaches the top of the waiting list, the next available unit is offered to that applicant regardless of location. The GFHA matches characteristics of the available unit to the applicants available on the waiting list. Factors such as unit size, accessibility features, or type of project, limit the admission to those households whose characteristics “match” the characteristics, unit type and features of the vacant unit available. It is possible that families lower on the waiting list may receive an offer of housing ahead of families with an earlier date and time of application, or ahead of families with higher preferences.

If more than one unit of the right size and type is available for lease, the applicant will be offered the unit that was listed first for lease up. If an applicant denies a placement offer, they will be re-dated for the day and time of refusal and placed at the bottom of the list. Applicants may deny housing placement three times before being withdrawn from the list/s. Applicants are given a period of five

days to consider an offer for housing. If after five days there is no contact, the applicant is withdrawn and removed from the waiting list/s.

Transfer of current residents to available units may take precedence over admission of new applicants in certain circumstances. Emergencies, demolition, disposition or rehabilitation of units, to provide reasonable accommodations, over-housed or under-housed are situations that may allow this transfer to happen. If a family refuses to transfer at the GFHA request, they will be served a 30-Day Vacate Notice.

18. Security Deposit

When the tenant is offered an available unit and they accept, the security deposit must be paid prior to admission. Security deposits are \$200 for Efficiency/1 Bedroom units; \$300 for 2 bedroom units; \$400 for 3 bedroom units; and \$500 for a 4 bedroom unit. A move-out/physical inspection of the unit is compared to the original inspection completed at move-in. If the unit is clean, without damages caused by the household, and the rental account is clear of charges, the security deposit will be refunded to the client in accordance with Montana law. If the unit is not clean, the HA will notify and allow the family 24 hours to return the unit to an acceptable condition. After 24 hours the unit will be inspected.

Additional cleaning and/or household caused damages that require repair and the expense of cleaning and unit restoration will be charged to the residents rental account. Deductions to the security deposit, arrangements for collection to satisfy all charges will be considered.

19. Rent Calculations

The family's contribution to the monthly rent is established before the Lease is signed and will be reviewed each year during an Annual Review. Once the rent contribution is established, this rent will remain in effect until the next scheduled review unless or until circumstances that require or warrant a special rent and income review. All annual reviews are subject to eligibility verifications and requirements.

Public Housing clients have an option of paying a flat rent or income based rent. Flat rents are as follows: Efficiency/1 bedroom is \$490; 2 bedroom is \$630; 3 bedroom is \$850; and 4 bedroom is \$1000. If the family chooses the flat rent option, the GFHA is required to conduct a re-examination (update) of income at least once every three years. Although any changes in income must be reported immediately to the leasing agents. At any time the family who experiences financial hardship and is unable to pay the flat rent due to changes in circumstances, can switch to an income-based rent. This is permitted only once within the year between annual re-exams. A family can not switch back

again until the annual re-examination anniversary. This is only permitted for switching from flat rent to income based rents. Families wishing to switch from income-based rents to flat rents must wait until the annual re-examination to do so. The GFHA reserves the right to adjust flat rents up or down depending upon current market situations. Families paying flat rents will not have their rents adjusted until their scheduled annual re-examination.

Families who have a verified zero income, must pay a minimum of \$40. A Hardship exemption may be requested from paying the minimum rent. Requests must be made in writing and include reasons for the financial hardship. Reasons for the hardship include:

- The family has lost eligibility for, or is awaiting an eligibility determination for a federal, state, or local assistance program, including a family that includes a member who is an alien lawfully admitted for permanent residence under the immigration and naturalization act who would be entitled to public health benefits but for Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- The family would be evicted as a result of the implementation of the minimum rent.
- The income for the family has decreased because of changed circumstances, including loss of employment.
- A death in the family has occurred which affects the family circumstances.
- Other circumstances which may be decided by the GFHA on a case by case basis.

All of the above must be proven by the Tenant and verified. Exemptions given will be for 90 days. This does not restrict nor prohibit the GFHA from taking legal action to evict the Tenant for other violations of the lease.

For Public Housing clients with an increase in contribution, the rent adjustment and lease amendment will become effective one month after the annual review is completed. Public Housing clients with a decrease in contribution will have the rent adjustment and lease amendment effective the immediate month following the annual review.

For Section Eight clients, the lease and HAP annual amendment will be effective the month the lease was first executed. Adjustments to the client's rent with a decrease in contribution will have the rent adjustment effective the immediate month following the annual review. Adjustments to the client's rent with an increase in contribution will have the adjustment become effective one month after the annual review is completed.

20. Inspections

The GFHA annually inspects all Public Housing units, usually during the time of the client's annual review. Supervisory or leasing staff reviews the completed inspection forms. Clients will be advised of the results of the inspection. Should client caused damages, defects, or deficiencies occur which must be corrected, the GFHA will notify clients and will mutually agree to a repair work schedule and, if any, repair cost charges.

Section Eight Program client housing units are subjected to an inspection using HUD's Housing Quality Standards. The HQS inspection is arranged for and completed by the GFHA Housing Inspector. The Section Eight leasing staff reviews the completed inspection forms. Owners will be advised of the results of the inspection. Should defects or deficiencies appear which must be corrected, the GFHA housing inspector will notify the owners. Owners are advised that repair of resident caused damages are chargeable to the resident. The GFHA conducts a second inspection to insure compliance. If after the follow-up HQS inspection, deficiencies still exist that need to be corrected, the GFHA may charge the owner \$25 to perform a third inspection.

21. Annual Re-examinations

At least annually, the resident is required to provide the PHA with accurate and current information on the following (24 CFR 966.4):

- Family composition;
- Age of family members;
- Annual income and sources of income of all family members;
- Deductions for computing adjusted income;
- Assets;
- Community Service and exempt status of all family members over age 18;
- Social Security numbers for any new family members;
- Citizenship or eligible immigrant status of any new family members.

All information must be verified.

22. Annual Review Schedule – Public Housing & Section Eight

Clients are notified in writing that their annual review is due and should be completed prior to the anniversary date of their lease. This notice, sent the first month of the Schedule Review Appointment calendar to clients, explains the process and includes the income and expense verification procedures.

Lease Date	Schedule Review Appointment
January	September/October/November
February	October/November/December
March	November/December/January

April	December/January/February
May	January/February/March
June	February/March/April
July	March/April/May
August	April/May/June
September	May/June/July
October	June/July/August
November	July/August/September
December	August/September/October

Interim Rent Adjustments –

The client's contribution to rent will remain constant for the period between regularly scheduled annual reviews except:

1. The client must report all changes in household composition within 10 days of the event, including births, deaths, dependants moving in or out, and adult living situations relative to marriages and separations.
2. The client may report any of the following changes which would result in decrease in the resident rent:
 - a. Decrease in income; or
 - b. Increase in allowances or deductions.

Decreases in the client portion of the rent will be effective the first day of the month following the month in which the change occurs. All changes affecting the rent calculation must be reported at least 14 days before the first day of the month following the change. The effective date for an amendment may have a 1 month penalty as a consequence for untimely reporting.

3. The client must report any of the following factors which could result in an increase in rent:
 - a. An increase in gross household income of \$300 or more per month
 - b. A change in family composition which could either provide additional income to the household or reduce the deductions and allowances for which the family qualifies, or
 - c. Receipt of a deferred payment in a lump sum which represents the delayed start of a periodic payment such as unemployment.

The effective date for an amendment may have a 1 month penalty as a consequence for not reporting.

4. Any other changes reported by residents other than those listed above will not be processed between regularly scheduled annual reviews.

Failure by the client to report required changes resulting in a rent change may result in termination of housing assistance or a retroactive rent payment for the time the family should have paid a higher rent. Failure to report income information could also result in fraud charges.

Clients may experience a temporary, short term but extreme loss in income. At the discretion of the GFHA, a rent credit for 1 month may be authorized in lieu of an interim review. A rent credit will be the difference between the current Resident Rent and the Resident Rent based on the temporary income including all legitimate deductions. For Public Housing clients, the rent credit will be recorded as an adjustment to the Rental Account. For Section Eight clients, the rent credit could be either an extra payment to the Landlord or reimbursement to the client.

23. Transfer of Residents

Client households may be transferred for subsidy standard reasons before eligible applicants are selected from the waiting list. Residents may be transferred before eligible applicants are selected from the waiting list to handicap accessible or ground floor apartments operated by the GFHA as these units become available.

Types of Transfers Allowed:

Emergency – Conditions in the resident’s unit, building or at the site pose an immediate, verifiable threat to life, health or safety of the resident or family members, i.e., gas leaks, no heat, no water, toxic contaminations. If repairs are unable to be made within a reasonable time, the family may request a transfer, if no other options are available, such as temporary lodging in a hotel/motel. Emergency situations may also include a transfer to alleviate a verifiable medical condition of a life-threatening nature or based on a threat assessment by local law enforcement professional, to protect the household from attack by criminal elements, or for a domestic violence victim.

Reasonable Accommodation – These transfers are made when a resident needs to move to a different unit as an accommodation to a resident’s disability. This transfer may be requested for the following reasons, including but not limited to: the resident needs to be moved to a ground floor unit due to his/her disability preventing them from climbing stairs; the resident needs a unit with certain physical features and they cannot be provided in his current unit without undue financial and administrative burden to the GFHA.

Demolition, Disposition, Revitalization or Rehabilitation – These transfers permit the GFHA to demolish, sell or do major revitalization or rehabilitation work at a building or site.

Occupancy Standards – These transfers are made when resident's family size has changed and the resident's family is now too large or too small for the unit occupied.

The above types of transfers may take precedence over waiting list admissions. Families will be given two offers for transfer. If the family is required to transfer according to GFHA policy and refuse, they will be given proper notice to vacate.

Eligibility for Transfer –

The GFHA will require that residents who are transferring:

- Have not engaged in criminal activity that threatens the health and safety of residents and staff;
- Owe no back rent or other charges or have a pattern of late payments;
- Have no housekeeping lease violations or history of damaging property.

Eligible applicants who are 55 years of age may be offered efficiency units in Austin Hall. At the discretion of the GFHA, an elderly resident residing in an Austin Hall efficiency apartment may be offered a transfer to a one-bedroom unit. The security deposit will transfer with the resident if the move is within a designated housing site or AMP (Asset Management Project). If the resident is transferring to a different area or AMP, the resident must provide a separate security deposit.

Transfers between units will not be approved unless all damages have been paid for, the unit is clean and passes a housekeeping inspection and rent has been paid on time with no late charges for a period of 6 months.

The GFHA may grant permissive transfers between projects at their discretion and on a case by case basis. Individuals requesting Board approved transfers are required to be personally present and provide any relevant information pertaining to the transfer to the Board. If a permissive transfer is approved, the transfer will be treated as a new lease. The security deposit will transfer only if the tenant is moving within the same AMP (Asset Management Project). If the tenant/family is transferring from one AMP to another, the security deposit will be refunded less any damages/ repairs/ cleaning and owed rent. A new deposit or combination of refunded deposit and additional moneys will be provided for the new unit. The family will be given a three-day grace period to move. If after three days the family is still in possession of both units, they will be charged for

both units until the keys for the old unit are turned into the GFHA. If the family is required to move as a result of HUD/GFHA rules and regulations:

- The security deposit transfers with the family;
- The family will be granted three moving days in which rent is not charged for the new unit. (ie.:The family provides the required documents, rent is determined, keys are issued, a move-in inspection is completed on January 1, and the rent starts on January 4).

Absence from the Unit/Family Breakup –

In the event the assisted family breaks up, the GFHA has determined the assistance will:

- Stay with the head of household providing the children are in custody of the head of household.
- In the case of a court determination, of disposition or property between members of the assisted family in a divorce or separation under a settlement of judicial decree, the GFHA is bound by the court's determination.
- Grant continued assistance to family members who have been forced to leave the household for actual or threatened physical violence against family members by a spouse or other member of the household.
- If no children are in the family and no other rules apply, continued assistance will be granted to the head of household or disabled member.
- If the assisted family members agree in writing, grant assistance to the remaining family members at the discretion of the GFHA.

The remaining family members not granted continued assistance will be required to submit an application if they wish to be considered for housing assistance.

24. VIOLENCE AGAINST WOMEN ACT OF 2005 – (VAWA)

This act covers victims and immediate members (any person living with the victim and related to him or her by blood or marriage, victim's spouse, parent, brother, sister, child or any person to whom the victim stands in loco parentis) of domestic violence, dating violence, and stalking who are tenants of the Great Falls Housing Authority's Public Housing and Section Eight Housing Choice Voucher Programs.

Domestic violence is defined as "a felony or misdemeanor crimes of violence committed 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. Dating violence and Stalking violence are also covered IAW 42 U.S.C. Section 1437.

Victims under this section may retain their housing assistance provided the individual: has provided a written verification or copy of record documenting the incident or incident of violence from a law enforcement agency. The victim must sign or attest to the documentation and the documentation must name the offender. After the GFHA has requested the documentation in writing, an individual has 14 business days to respond to the request. If an individual does not provide the documentation with 14 business days, the GFHA may bring eviction proceedings against the tenant and household. The GFHA may extend this timeframe at its discretion. See GFHA VAWA Policy.

25. TERMINATION OF LEASE

A family may be terminated from the Public Housing or Section Eight Programs for violations stated in program literature, HUD regulations, lease documents, and this Admissions and Continued Occupancy Policy. Participants will be informed of their right to a review or grievance hearing, whichever is appropriate.

Termination of a Section Eight Program Lease by either the owner or the client is set forth in the lease/lease addendum used by the GFHA. Termination of a Housing Assistance Payments contract between the GFHA and the owner is stated in the HAP contract.

A participant may be denied a new apartment or voucher if the family wishes to move with assistance under the following circumstances:

1. The participant owes money to the GFHA or any other Agency in connection with a housing assistance program.
2. The participant breaches an agreement to pay back amounts owed to the GFHA or for payments made on behalf of the family to an owner in the Section Eight Program.
3. The participant has committed fraud in connection with any Federal housing assistance program.
4. The participant failed to meet family obligations under the program.

The client family is advised that the GFHA is bound by Federal Regulations to allow occupancy of the dwelling only by Housing Program eligible persons. Should a family member be ineligible for the Program, that member may not be housed. The GFHA's HUD approved ACOP containing Admission and Occupancy policy and procedure are applicable to every member. Should a family member violate any guideline of the Program, that member may not be housed. The terms and conditions of the Public Housing and Section Eight Lease Agreements are applicable to every member. Should a family member violate any section of the Lease Agreements, that member may not be housed.

Client families are informed that the GFHA may terminate the Lease Agreement for the client's noncompliance with the terms of the Lease Agreement. The GFHA may terminate the Lease Agreement for the client's noncompliance with significant terms, fully stated in the Lease and briefly outlined below but not limited to:

- a). nonpayment of rent beyond any grace period offered;
- b). failure to compensate for repair costs;
- c). repeated rental account late payments beyond any grace periods offered;
- d). permitting unauthorized persons to live in the home;
- e). two or more lease violations for damage or failure to maintain the home or common areas;
- f). two or more lease violations for creation of a physical hazard;
- g). two or more lease violations for serious or repeated interference with the rights of other residents;
- h). two or more lease violations for serious or repeated failure to supervise dependant family members who violate lease agreements;
- i). Failure to repay unauthorized assistance payments;
- j). giving false information regarding income or other factors;
- k). two recorded failed inspections within 12 months;
- l). failure to cooperate with recertification by Landlord;
- m). ineligible status by housing program regulations or guidelines; and
- n). any family member's or guests involvement in a drug or criminal offense.

26. COLLECTION POLICY

In the interest of sound fiscal management and program integrity, the GFHA will make all efforts to collect amounts owed the GFHA.

These procedures will be followed to ensure maximum collection of participant debt:

Applicants – Applicants will be declared ineligible and not be placed on the waiting list until all debt owed the GFHA or any other Federal Housing Agency has been satisfied. Payback agreements must be satisfied fully before any applicant is eligible to be placed on the waiting list.

Participating Clients – Public housing residents must agree to repay all amounts owed the GFHA. Failure to do so will jeopardize their continued assistance. Section Eight participants must agree to repay any amounts for landlord claims or unreported income. Should the family breach the payment agreement, termination action will be initiated.

Public Housing Rental Accounts – Rental accounts are due the first day of every month. Residents have until close of business on the fifth day of the month before rent is determined late. Rent paid after the close of business on the fifth day will be assessed a \$20 late charge. Charges are due as part of the rent and payable on the date stated in the notice in which the charge is made, but not later than 14 days after delivery of notice. Tenants receiving two (2) 14-Day Notices within a six (6) month period will be issued a 30-Day Termination Notice instead of a 14-Day Notice the third time they are late in a six (6) month period. Non-sufficient fund charges (NSF checks) are \$30. If a non-sufficient funds check is given to the GFHA, the GFHA will not accept any personal checks for a 6 month period and will only take money orders.

Site leasing managers review public housing rental accounts for payment. If payment is not made in full by the sixth day, a 14-day Eviction Notice will be issued for non-payment of rent plus any late fees. Residents not making payment as required by law will have their file turned over to legal counsel for eviction. Tenants will be charged a fee to cover costs and/or reasonable attorney's fees the court may award whenever the GFHA incurs costs and attorney fees in connection with legal proceedings in which the Tenant does not prevail in the court action. If eviction should occur and a property disposal has expired the Tenant gives the GFHA permission to remove and dispose of any personal property left on GFHA premises. The tenant will be responsible for any and all costs associated with these actions.

Payment Agreements – If a verifiable emergency occurs, leasing managers may approve a temporary payment extension request for public housing residents providing they have not had an agreement in the past six months. The following policy applies to payment agreements:

- Extension requests may be approved only for residents who are in compliance with their lease.
- If a resident does not meet the terms and conditions of the Extension Agreement, the Agreement is revoked and the account balance is due in full.
- Agreements can not be revised.
- Leasing managers, before approving an extension, will review the resident's rental account, and may elect to refuse to issue an Agreement based upon a resident's rental history.
- Residents may be issued an agreement to split their rental accounts to coincide with paydays not to exceed a six-month period. A minimum of half the charges must be paid during rent week, with the balance due on or before the current month end.
- Residents with large debts must enter into an agreement to settle the debt to assure continued assistance. The monthly payment must be at least \$20.00 or up to 10% of the debt, depending upon resident affordability, and must be arranged to settle the debt within twelve months. Extremely large debts may be considered for an extended

payment agreement beyond twelve months and must be approved by a supervisor.

- Section Eight participants having a payment agreement may not move with continued assistance until the debt is settled.
- Section Eight participants must enter into a payment agreement with the GFHA on any damage claims.

Any breach of an agreement will be cause for termination of assistance. If a resident does not meet the terms and conditions of a payment agreement, the agreement is revoked, and the resident is served with a 14-Day Eviction Notice.

27. SERVICE/COMPANION ANIMAL / PET POLICY

A. Service/Companion Animals:

Service animals are animals trained to assist people with disabilities in the activities of independent living. The Americans with Disabilities Act (ADA) defines service animals as any animal individually trained to do work or perform tasks for the benefit of an individual with a disability. If an animal meets this broad definition, it is considered a service animal. It does not have to be licensed or certified by a state or local government or a training program. Federal and state housing laws require that a modification be made to a “No Pet” or “Pet” policy to permit the use of a service animal by an individual with a disability, unless doing so would result in an unreasonable financial or administrative burden.

Definitions:

Disability: A tenant must meet the statutory definition of having a “disability”, under federal and state fair housing laws. These statutes recognize the following broad categories of disabilities:

- A sensory, mental, or physical impairment that substantially limits one or more major life activities (such as walking, seeing, working, learning, dressing, etc.)
- A sensory, mental or physical condition that is medically cognizable or diagnosable.

Pet: A domestic animal kept for pleasure.

Service/Companion Animal: Any animal individually trained to do work or perform tasks for the benefit of a person with a disability. A companion animal with good temperament and disposition, and who has reliable, predictable behavior, may assist a person with a disability as a therapy tool. The animal may be incorporated as an integral part of a treatment process. Service animals are

usually dogs, but may be any animal designated by the tenant and his or her treatment provider.

Service animals are not considered to be pets. A person with a disability uses a service animal as an auxiliary aid similar to the use of a cane, crutches or wheelchair. Examples include:

- A guide animal, trained to serve as a travel tool by a person who is legally blind.
- A hearing animal, trained to alert a person with significant hearing loss or who is deaf when a sound occurs, such as a knock on the door.
- A service animal, trained to assist a person who has a mobility or health disability.

Duties may include carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after a fall, emotional support, etc. Service animals sometimes are called assistance animals. A seizure response animal, trained to assist a person with a seizure disorder. The animal's service depends on the person's needs. The animal may go for help, or may stand guard over the person during a seizure. Some animals have learned to predict a seizure and warn the person.

Companion animals or emotional support animal assists persons with psychological disabilities. Emotional support animals can help alleviate symptoms such as depression, anxiety, stress and difficulties regarding social interactions, allowing tenants to live independently and fully use the enjoy their living environment.

Registration

All service animals must be registered with the housing authority. The following documentation must be completed before admission of an animal:

Service/Companion animal requirements:

- Application
- Request for Reasonable Accommodation and/or Modification
- Owner will submit a copy of the animal's license or certification
- Dog tag immunization information
- References on where animal is to be taken in case of an emergency or how his or her animal should be taken care of in an emergency
- Identify alternative care provider
- Animal free of communicable disease

B. Pet Policy

Purpose:

The purpose of the Great Falls Housing Authority Pet Policy is to permit pet ownership by residents of public housing, subject to compliance with reasonable requirements established by the Great Falls Housing Authority for pet ownership.

Registration Form: See Great Falls Housing Authority Pet Permit.

Reasonable Requirements:

The Federal law, 24 CFR Section 960.707, states that reasonable requirements may include but are not limited to:

- (1) Payment of a non-refundable nominal fee to cover the reasonable operating cost relating to the presence of pets, a refundable pet deposit to cover additional cost attributable to the pet and not otherwise covered, or both;
- (2) Limitations on the number of animals, based on unit size;
- (3) Prohibitions on the types of animals that the Great Falls Housing Authority classifies as dangerous which is consistent with applicable state and local law;
- (4) Prohibitions on individual animals based on certain factors, including the size and weight of animals;
- (5) Restrictions or prohibitions based on the size and type of buildings or project, or other relevant conditions;
- (6) Registration of the pet with the Great Falls Housing Authority; and
- (7) Requiring pet owners to have their pets spayed or neutered.

Pet Deposit:

A pet deposit of \$300 for a cat or dog is required prior to allowing the pet to reside with the resident. The pet deposit is not part of the rent or security deposit.

Damages:

Any damage to the unit, building, grounds, flooring, walls, finish, tiles, carpeting, etc., will be full responsibility of the animal owner, and the animal owner shall agree to pay costs involved in restoring any damage to original new condition as well as any costs required for cleaning, defleaing, and deodorizing required because of such animal. If, because of any such stains or chemicals to remove same, damage is such that it cannot be removed, animal owner hereby agrees to pay full cost and expense of replacing such materials.

State/County and/or City Pet laws and regulations:

All pet owners will abide by present laws and regulations. For example all cats and dogs must have a current vaccination. All dogs must have a license. Pet owners must remove excrement left by their pet. Cats and dogs, unless in a fenced in area, shall be kept on a leash no longer than 10 feet long securely fastened or held to preclude the animal from running at large.

Type of pets allowed per household:

- 1) One dog not to exceed 25 pounds; or
- 2) One cat; or
- 3) One bowl or tank of fish (tank will not exceed 20 gallons)
- 4) Two caged birds (i.e. parakeets, canaries, parrots, cockatiels, other birds must be approved in writing); or
- 5) One small caged animal (i.e. guinea pig, hamster, gerbil, other animals must be approved in writing).
- 6) Any deviation from the above list must be approved in writing prior to being housed on Housing Authority property.

Liability:

The animal owner shall be strictly liable for the entire amount of any injury to the person or property of other residents, staff, or visitors of the GFHA caused by their animal, and shall indemnify the GFHA for all costs of litigation and attorney's fees resulting from such damage.

Care of the Animal:

The animal owner agrees to humanely care for the animal by providing it with sufficient food and water and veterinary treatment when needed. Resident agrees that abuse of the animal will result in contact by management with the Humane Society.

Sick or Injured Animal:

No sick or injured animal will be accepted for occupancy without consultation and written acknowledgement of a veterinarian as to the condition of the animal's ability to live in an apartment situation. Acceptance regardless of documentation and consultation is the prerogative of management. Admitted animals that suffer illnesses or injury must be immediately taken for veterinarian care at the animal owner's expense.

Inoculations:

Cats must have current inoculations as appropriate to the species, including but not limited to: feline distemper shots. Dogs shall have certificates of appropriate inoculations for rabies. Such tests, vaccines or shots shall be maintained on an annual basis unless otherwise specified by a veterinarian. Every dog shall wear a valid rabies tag and all animals shall wear a tag containing the animal owner's name, address, and phone number.

Neutering/Spaying for Pets:

The animal owner agrees that animals shall be neutered/spayed. If the animal is too young at the time of occupancy, it shall be neutered/spayed at the earliest time deemed safe by a veterinarian.

Waste Disposal:

Cats are required to be litter-box trained. The animal owner agrees to dispose of cat feces daily by putting it in a bag, closing it securely and placing it in the dumpster. The animal owner agrees that the full contents of the litter box will be disposed of in the same manner and will never be flushed down the toilet, put down the trash chute, or into the garbage disposal.

Proper disposal of dog feces is also required. Dog feces must be picked up immediately when dog eliminates and put in a bag, closing it securely and placing it in the dumpster.

Public Access:

With the exception of specially trained service animals, (example: seeing eye dogs or hearing dogs), pets are not allowed in public lobbies, community rooms, TV lounges, laundry rooms, or other public gathering places. Animals may not be tied up outside and left unattended and must be on a leash outside of the building.

Unit Care and Inspections:

The animal owner agrees to maintain the unit in a sanitary and odorless manner. No alterations can be made to the premises. The animal owner agrees that management has the right to inspect the owner's apartment as frequently as necessary. Entry of unit will be done according to the terms of the lease (Section V, Part B, paragraph 2) as part of Management Policy and Procedures.

Owner Absence:

Based on Agreement Form #1, the Service/Companion Animal/ Pet owner agrees that if for any reason the animal is left unattended for more than 12 hours, the owner will provide information on how his or her auxiliary aide should be

cared for. The management may call the designated alternative care providers if the Service/Companion Animal/Pet owner is unable to do so, and that person will then be permitted to enter the apartment and be required to remove the animal from the premises. If the alternative care providers cannot be reached, the animal may be placed in an appropriate boarding facility with all fees and costs borne by the owner.

Within five days of such an emergency, the resident, his agent, family, or estate must make arrangements with holder of said animal as to its disposition and shall be responsible for all obligations, financial and otherwise. The animal owner absolves management and/or its agents of any or all liability, financial or otherwise, for actions taken on behalf of the animal owner, or the well being of the animal.

In the event the animal owner can no longer care for the animal due to health deterioration, the animal owner agrees to remove the animal from the premises.

Death Of Animal:

Upon the death of a pet the owner must arrange for the disposal of the pet's remains. The remains of the pet must be removed from housing authority property within 24 hours of its death.

Animal Behavior and Violation of Policy:

After receipt of each verified animal complaint, management will issue a written warning. Three verified complaints constitute violation of this service animal policy, and after private conference, the owner may be required to remove the animal from the premises. The owner must then sign an affidavit stating that the animal is no longer on the premises and will not return in the future. Misrepresentation of this affidavit or refusal to remove the animal will be grounds for eviction of the animal owner. Management exercises the right to act immediately in animal removal in situations deemed an emergency.

Dangerous Animals:

It is unlawful to own, keep, harbor or maintain a dangerous animal exhibiting "vicious behavior". See City of Great Falls Ordinance 6.08.140. Dangerous Animal.

"What ever happens to the beast, soon happens to the man."

Chief Seattle

28. COMMUNITY SERVICE REQUIREMENT (Public Housing)

In February 2003, the FY 2003 Appropriations Act reinstated the Community Service Requirement provision. The Community Service Requirement requires every adult resident of public housing to contribute eight hours of community service each month or participate in an economic self-sufficiency program for eight hours each month, unless they are exempt under HUD's rule (24 CFR Subpart F, 960.600-609) and GFHA policy. Community Service is defined as "the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community." Community Service is not employment and may not include political activities (24 CFR 960.601).

The eight hours of Community Service may be either volunteer work or self-sufficiency program activities or a combination of the two. Community Service is to be eight hours per month. An individual may not skip a month and double up the following month. The GFHA will make the determination of whether to permit a deviation from the schedule. Activities must be performed within the community and not outside the jurisdictional area of the Great Falls Housing Authority.

Residents must provide an affidavit of service to the GFHA with signatures and a description of community service at the annual re-examination. Signatures must be provided by the organization and member performing the community service.

Adult residents are exempt from the Community Service requirement if they are:

- Engaged in work activities as defined in Section 407(d) of the Social Security Act (42 U.S.C. 607 (d)). Work activities must be at least 25 hours per week.
- Age 62 year or older
- Blind or disabled (as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382 c and certify that because of this disability they are unable to comply with the service provisions.
- Primary caretakers of blind or disabled individuals who are unable to comply
- Their family receives assistance under a state welfare program (TANF/AFDC)
- Attending high school
- Attending post-secondary school for at least nine contact hours per week
- Single custodial parent caring for a child under the age of six who has demonstrated inability to obtain needed childcare
- Certified as exempt from work activities under a State Program as stated by the Social Security Act or any other state welfare program.
- Starting the second trimester of pregnancy through eight weeks after birth (GFHA may determine length of exemption on a case by case basis, doctors verification may be required.

Verification must be shown to receive exemption.

Non-Compliance with Community Service

An exemption to the requirement must be verified at the time of the annual re-exam. If the Great Falls Housing Authority finds a family member to be non-compliant, the GFHA must enter into an agreement with the non-compliant member and the Head of Household to make up the deficient hours over the next twelve month period. If at the next annual re-examination the family member is still not compliant, the GFHA will not renew the lease and the entire family will have to vacate the premises, unless the non-compliant member agrees to move out of the unit. The GFHA Grievance Procedures will be used to protest any lease terminations.

29. GRIEVANCE PROCEDURES

I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for tenants to seek a just, effective and efficient settlement of grievances against the Great Falls Housing Authority (GFHA).

II. GOVERNING LAW AND ELEMENTS OF DUE PROCESS

The Law governing this grievance procedure is U.S. Housing Act of 1937 (42 U.S.C. Sec. 1437d(k) and subpart B of 24 CFR part 966 CFR sec. 966.50 – 966.57.

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:

- A. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
- B. Right of the tenant to be represented by counsel;
- C. Opportunity for the tenant to refute the evidence presented by GFHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
- D. A decision on the merits.

III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all individual grievances (as defined in Section IV below) between Tenant and the GFHA with the following two exceptions:

- A. This grievance procedure is not applicable to disputes between Tenants not involving the GFHA, or to class grievances involving groups of Tenants. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of tenants and the GFHA's Board of Commissioners.
- B. Montana State law requires that the Tenant be given the opportunity for a hearing in court which provides the basic elements of due process before the Tenant can be evicted from a dwelling unit. Pursuant to the HUD due process determination, the GFHA has elected that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
 - i. Any criminal activity that threatens the health, safety or right of peaceful enjoyment of the premises of other residents or employees of GFHA, or
 - ii. Any drug related criminal activity on or near such premises; or
 - iii. Any criminal activity that resulted in felony conviction of a household member.

In cases involving these criminal activities, the GFHA may evict the occupants of the dwelling unit through a judicial eviction without following the grievance procedure outlined in this document. The GFHA follows the "One Strike and You're Out Policy" which states, "Drug related criminal activity is cause for eviction without arrest or conviction."

IV. INCORPORATION INTO LEASES and THE PROVISIONS OF A COPY TO TENANT:

This grievance procedure shall be incorporated by reference into all leases between Tenants and GFHA for all public housing dwellings leased by GFHA to Tenants, whether or not so specifically provided in such leases.

The GFHA shall furnish a copy of the grievance procedure to each Tenant and to resident organizations.

V. INFORMAL SETTLEMENT OF GRIEVANCES:

- A. Initial Presentation. Any grievance must be personally presented, either orally or in writing, to GFHA's central office, within five business days after the occurrence of the event giving rise to the grievance.
- B. Informal Settlement Conference. Tenants are encouraged to present any complaint or grievance to their leasing manager and supervisor, so that the matter may be researched, discussed informally, and possibly settled without a review or hearing.
- C. Notification. Within five business days after the informal settlement conference, the tenant will be notified of the determination of the conference. A copy of the written summary shall also be placed in Complainant's tenant file. From time of receipt of the determination, the tenant has 10 days to request a Formal Grievance Hearing if desired.

VI. FORMAL GRIEVANCE HEARING

All grievances must be personally presented in writing pursuant to the informal procedure prescribed in Section V as a condition to a formal grievance hearing under this section: provided, that if the Complainant shall show good cause to the hearing panel for failing to proceed in accordance with Section V, the necessity of an informal procedure may be waived by the hearing panel.

The following procedures apply to the request for a formal grievance hearing under this grievance procedure:

- A. Request for hearing: If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal grievance hearing to GFHA no later than ten days after the date Complainant received the summary of the informal settlement conference delivered as required under Section V above. Complainant's written request for a formal hearing must specify:
 - i. The reason for the grievance; and
 - ii. The action or relief sought by the Complainant; and
- B. Failure to Request a Hearing. If the Complainant fails to request a hearing within ten days after receiving the written summary of the informal settlement conference, GFHA's decision rendered at the informal conference becomes final. The GFHA is not obligated to offer the Complainant a formal grievance hearing. The failure to request a formal grievance hearing shall not constitute a waiver by the Complainant of any right to contest in an appropriate judicial proceeding, the GFHA's action in disposing of the complaint.

VII. SELECTION OF HEARING PANEL

GFHA Board of Commissioners has adopted a Resolution designating the procedures for selection of the Formal Grievance Hearing Panel. A Formal Grievance Hearing Panel shall consist of any combination of three Board and Staff members with at least one member being Commissioner.

In the event that a conflict of interest is present and a panel member fails to disqualify himself/herself, the GFHA Board of Commissioners Chairperson will remove the panel member from the panel, invalidate the results of the Formal Grievance Hearing, and schedule a new hearing with a new hearing panel.

VIII. SCHEDULE OF FORMAL GRIEVANCE HEARINGS

A. Hearing Prerequisites: A complainant does not have a right to a formal grievance hearing unless the Complainant has satisfied the following prerequisites to such a hearing:

- i. The Complainant has requested a formal grievance hearing in writing.
- ii. The Complainant has completed the informal settlement conference or has requested a waiver for good cause, which has been granted.
- iii. If the matter involves an amount of rent which GFHA claims is due under the Complainant's lease, the Complainant shall pay to the GFHA an amount equal to the amount due to be held in escrow. Complainant will receive monies back as determined by the hearing. In the case of situations in which formal grievance hearings are, for any reason delayed, the Complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account until the complaint is resolved by decision of the formal grievance hearing panel. These requirements may be waived in writing by the GFHA in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. Failure to make payment shall not constitute a waiver of any right the Complainant may have to contest the GFHA's disposition of the grievance in any appropriate judicial proceeding.

B. Time, Place, Notice.

- i. Upon Complainant's compliance with the prerequisites to a formal grievance hearing set forth above, a hearing shall be scheduled by the hearing officer or hearing panel promptly for a time reasonably convenient to both the Complainant and GFHA,

not later than the tenth (10th) business day after receipt of written request.

- ii. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate GFHA official, who, unless otherwise designated, shall be the Executive Director.

IX. PROCEDURES GOVERNING FORMAL GRIEVANCE HEARINGS

A. Formal Grievance Hearings

The hearings shall be held before a hearing panel as described above in Section VIII. The Complainant shall be afforded a fair hearing, which shall include:

- i. The opportunity to examine before the hearing any GFHA documents, including records and regulations, that are directly relevant to the hearing. The Complainant will be allowed to copy any such document at the Complainant's expense. If the GFHA does not make the document available for examination upon request by the Complainant, GFHA may not rely on such document at the grievance hearing.
- ii. The right to be represented by counsel or other person chosen as the Complainant's representative and to have such person make statements on the Complainant's behalf.
- iii. The right to a private hearing unless the Complainant requests a public hearing.
- iv. The right to present evidence and arguments in support of the Complainant's complaint, to argue against evidence relied on by GFHA.
- v. A decision based solely and exclusively upon the facts presented at the hearing.
- vi. A decision made by a majority of two of the three panelists will decide the outcome of the Formal Grievance Hearing.

B. Prior Decision In Same Matter.

The hearing panel or officer may render a decision without proceeding with the hearing if they determine that the issue has been previously decided in another proceeding.

C. Failure to Appear.

If the Complainant or GFHA fails to appear at a scheduled formal grievance hearing, the hearing panel may make a determination to postpone the hearing for a period not to exceed five business days or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing panel shall notify the Complainant of the decision.

D. Required Showing of Entitlement to Relief

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and the GFHA must sustain the burden of justifying GFHA's action or failure to act against which the complaint is directed.

E. Informality of Hearing.

The hearing shall be conducted informally by the hearing panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.

F. Orderly Conduct Required.

The hearing panel shall require GFHA, the Complainant, counsel, and other participants or spectators, to conduct themselves in an orderly fashion. Failure to comply with the directions of the 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.

G. Accommodation to Handicapped Person.

GFHA must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

X. DECISION OF THE HEARING OFFICER OR HEARING PANEL

At or subsequent to the completion of the formal grievance hearing, the hearing panel shall make a determination as to the merits of the grievance and the following provisions shall govern:

- A. Written Decision. The hearing panel shall prepare a written decision, together with the reasons for the decision within ten business days after the completion of the formal grievance hearing.

- i. A copy of the decision shall be sent to the Complainant. The GFHA shall retain a copy of the decision in the Complainant's tenant folder.
 - ii. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by GFHA and be made available for inspection by any prospective Complainant, his/her representative, or the hearing panel.
- B. Binding Effect. The written decision of the hearing panel shall be binding upon GFHA and Complainant, unless:
 - i. The decision of the hearing panel is contrary to applicable Federal, State, or local law, HUD regulations, or requirements of the annual contributions contract between HUD and GFHA.
- C. Continuing Right of Complainant to Judicial Proceedings. A decision by the hearing panel or officer or Board of Commissioners in favor of GFHA 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 of the Complainant to a trial or judicial review in any judicial proceedings, which may afterwards be brought in the matter.

XI. MODIFICATION

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of the GFHA, present at a regular meeting or a special meeting called for such purposes. Any changes proposed to be made to this grievance procedure must provide for at least 30 days (counting non-business days and holidays) advance notice to tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by GFHA before final adoption of any amendments or changes to this Grievance Procedure.

XIII. MISCELLANEOUS

- A. Captions: Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.
- B. Concurrent Notice: The Complainant should be aware that a notice to vacate or a notice to quit which is required by Montana State law will run concurrently with a notice of lease termination required by Federal law.

30. PRIVACY ACT

The Great Falls Housing Authority, in compliance with the Privacy Act, will not release any information on applicants, residents or Section Eight participants to anyone except Federal and State programs and law enforcement agencies, without the written consent of the person in question.

Exception: If the family has been issued a voucher in the Section Eight Program, the Authority will provide to a prospective landlord:

- The families current address
- The name and address (if known) of the landlord at the family's current and prior address as shown in the GFHA records.

Tenant files are mandated to be held for a period of five years. When purging tenant files, all information is taken to a secure lock dumpster with alarm protection on GFHA property. A certified shredding business is contracted to shred all information on a monthly basis.

Personal Criminal Background information that is required to determine eligibility is reviewed and once a determination of eligibility or non-eligibility is made all information is taken to the secure lock box and shredded on a monthly basis.

31. SECTION EIGHT

A. Outreach to Potential Owners –

Publicity of the GFHA's Section Eight Program has and will continue to include efforts to reach owners, landlords, and rental agents throughout the community to advise them of the program's objectives and features. Literature and brochures describe the required and prohibited lease provisions, Equal Opportunity Housing Requirements, owner responsibilities, and the procedures for housing assistance payments, rent adjustments, unit inspections and re-inspections, evictions, and appeals. Owners are briefed on their responsibilities under the programs and on the benefits.

Program clients, upon receiving a Housing Choice Voucher, are briefed orally and presented a Section Eight packet, which includes a Section Eight Handbook, and a participant package, which includes information on available units that landlords have listed with the Authority.

The GFHA accepts listings from area landlords. These listings are posted in the community listings at the GFHA office.

Waiting lists are maintained for all eligible applicants wishing to participate in the GFHA housing assistance programs. A separate waiting list is maintained for each program. All applications will be processed by date and time. The waiting list/s will be purged at least annually if necessary. The Public Housing and Section Eight Housing Choice Voucher lists are arranged in order of time and date of receipt of application.

Applicants will not be placed on the waiting list/s until all required information has been received and verified. An application not completed within 30 days, with all information verified, will be determined inactive. An applicant with unusual circumstances may request, in writing, an extension of time.

Local Preferences for Tenant Based Housing Choice Voucher Program

The GFHA has established the following preferences for the Housing Choice Voucher Program:

Preferences for persons with Disabilities. The GFHA will give a preference for the admission of families that include a person with disabilities.
Preference for single persons who are elderly or persons with disabilities. The GFHA will give a preference for admission of single persons who are age 62 or older, or persons or persons with disabilities over other single persons.

B. Notification of Acceptance –

Individuals must show proof of residence in the jurisdiction of the Section Eight Program for one year prior to being placed on the waiting list. Once the applicants name reaches the top of the waiting list, they will be contacted by telephone or through the mail. If the applicant is currently residing in Public Housing and there is a balance due to the public housing program, the applicant will be re-dated. Applicants are required to respond within 7 days or their application will be withdrawn. Once the applicant responds they are interviewed and necessary paperwork is completed. They are issued a Request for Lease Approval which begins the time clock on locating a residence. Applicants have 60 days to find a residence that falls within the income limitations and Fair Market Rents (as published by HUD). Once the owner/manager completes necessary tax identification forms and information regarding the residence, the applicant returns the Request for Lease Approval and an inspection booklet is given to the GFHA HQS Housing Inspector. Federal regulations state the residence must pass the HQS inspection prior to lease up. If the residence passes the inspection and the owner agrees to the contract for assistance, the applicant is approved for assistance. If the residence does not pass the inspection, the owner/manager has 14 days to correct any deficiencies. Once all deficiencies are corrected a second

inspection is performed. If any additional inspections are required, the owner can recall the HQS inspector for a \$25 charge. If the residence still does not pass the inspection, the applicant picks up another Request for Lease Approval and the process starts over and the time clock continues.

Section Eight applicants are selected from the Section Eight waiting list according to their time and date of application. When a Section Eight voucher becomes available, the Authority will determine if it can financially serve the family for the following four years. If funds are available, the family will be offered a Voucher for the appropriate bedroom size.

When the Section Eight Program voucher client returns the Request for Lease Approval, the GFHA staff determines the family contribution and the GFHA housing assistance payment for the unit using the Payment Standard guidelines. The voucher client may decide to proceed or to seek another unit. No otherwise acceptable unit will be initially disapproved if it is a larger bedroom size than stated on the voucher.

Once the HQS is completed and the Lease approval request accepted, the GFHA will execute the HAP contract. The owner or agent has the option of using the GFHA issued lease, which contains all HUD required language and requirements, or their own lease.

If the landlord elects to use his/her lease, it must be first approved by the GFHA and the HUD approved Lease Addendum must be attached.

The GFHA staff assigned as the Leasing Manager completes all the necessary work-ups for the HQS Inspection, lease and appropriate assistance payment contract for the Voucher Program. The information is furnished to the accounting section and payments are issued.

C. SECTION EIGHT - Housing Quality Standards

The HUD suggested Housing Quality Standards form (HUD 52580) will be used for all initial inspections and approval of the Section Eight program units. The GFHA Housing Inspector completes the initial HQS inspections. The GFHA staff reviews the completed HQS unit inspection forms. Supervisory staff attends a random 5% sample of all inspections to monitor the responsiveness and quality of inspections.

If the unit has defects or deficiencies, the owner is notified what items need to be corrected to meet HQS. The owner is advised that the corrections have to be made and the unit will be re-inspected before a HAP can be executed. The owner may decline to proceed with making the corrections and refuse to participate in the program. The voucher client will be advised to locate another unit.

Should the unit meet HQS requirements but not code requirements, the Housing Inspector may approve the unit providing the owner agrees to correct the code violations within a reasonable time agreeable by both the owner and GFHA. The HAP contract will be executed with the understanding that should the agreed repairs or changes not be completed as agreed, the GFHA may suspend the payments from the date the changes were to be completed until that time they are completed.

In situations that are considered “abatement” (owner is updating, remodeling, modernization), the Great Falls Housing Authority will continue with HAP payments for a period not to exceed one (1) month. If the reported work is not completed within the one month period, the HAP payment will be abated until the work is complete and the tenant is again living in the unit (abated HAP payments will not be given back to the landlord).

Owners and tenants must maintain units in accordance with HQS. If the owner fails to maintain the unit in accordance with HQS, notice will be given. If the deficiency is life threatening, the owner must correct the defect within 24 hours. For all other deficiencies, the owner must correct within 30 calendar days (or PHA approved extension). The timeframes listed also apply to family caused deficiencies.

If the owner does not comply with HQS requirements, and the notice periods for correcting such deficiencies has expired, the GFHA will abate the HAP for the period that the unit is in non-compliance. The owner will not be able to receive any amounts that are abated. Abatements may be pro-rated to the number of days the unit is in non-compliance.

If the family is responsible (as provided in 982.404 (b) and 982.551 (c)), for deficiencies to the unit, the GFHA will also be entitled to abate and/or terminate the HAP in accordance with 982.552.

For Section Eight clients, the lease and HAP annual amendment will be effective the month the lease was first executed. Adjustments to the client’s rent with a decrease in contribution will have the rent adjustment effective the immediate month following the annual review. Adjustments to the client’s rent with an increase in contribution will have the adjustment become effective one month after the annual review is completed.

Housing Assistance Payments (HAP) shall be made by the GFHA to the owner under the appropriate contract only for the period during which the contract unit is leased and occupied by the family during the term of the contract except; if the family moves from the unit in violation of the lease and the assistance contract is in effect at the time of the move, and if the owner has notified the GFHA in a timely manner. Owners shall be entitled to appropriate payment due under the

contract for rent. The owner shall not be entitled to any payment for the vacated unit if the owner is entitled to or receives payment from other sources. If the owner receives payment while knowing the client has vacated, the owner is responsible for reimbursement of payments made to the GFHA.

Subsidy Standards for Section Eight - Subsidy standards for Section Eight are the same as for Public Housing, however, a family may rent a larger unit than stated on the voucher, providing the unit complies with minimum Housing Quality Standards and the program's other limitations. Reasonable accommodations for a larger Section Eight Voucher size may be made available to an individual/family who is disabled and can not locate an acceptable handicapped accessible unit. The Fair Market Rent/Payment Standard will apply to actual bedroom size. A Section Eight family may elect to choose housing with fewer bedrooms than it qualifies for under the Subsidy Standards, but the voucher FMR/Payment will apply to the actual number of bedrooms in the unit.

If subsidy standards of the GFHA are challenged, the Authority will comply with local codes, which states "each occupant must be allowed 200 square feet of living space (for apartments) and 300 square feet of living space (for dwellings).

Section Eight program clients are given program packets containing all the required information and documents. The initial term of the voucher is 60 days. The GFHA may grant a 30 day extension, providing the participant has been in contact with the Section Eight housing specialist, has shown intent to rent and the delay in renting has been caused by factors beyond the control of the participant. An additional extension of 30 days may be granted on the same grounds at the discretion of the HA. Under no exception will the term of the Section Eight exceed 120 days.

When a family returns a Request for Lease Approval, the term of the voucher will be suspended:

- For the time it takes the HA to conduct the HQS inspection and the request is either approved or denied.
- If a landlord has entered into a lease agreement with a Section Eight participant on a unit under construction.

Section Eight program clients are instructed that they are responsible for finding a suitable unit that meets with the household's needs and desires. The client will be advised that the unit the family occupies could be acceptable as long as the unit qualifies as an existing housing unit and complies with the Housing Quality Standards and other program requirements.

The Housing Authority advises Section Eight Program clients to request help in finding suitable units and will stress this point with households which, because of age, handicap, or other circumstance are unable to search for approvable units.

Beginning with the November 1987 program authorization, the Section Eight Voucher program family contribution for resident rent is determined by the size and composition of the family consistent with the GFHA subsidy standards used and the current GFHA Payment Standard in effect at the time the family is awarded a voucher. Should the family select a unit that rents for more than the payment standard, the family's resident rent may exceed 30% of the family's adjusted monthly income.

The Voucher Payment Standard was adopted from the HUD determined Fair Market Rent schedule for units of specific bedroom size published for the GFHA's jurisdiction at the time the Annual Contributions Contract was executed by HUD of the first funding increment for the Housing Voucher Program. To assure affordability, the GFHA may, at its discretion, adjust the payment standard schedules.

The Payment Standard in effect will be applied to participating families completing a regular Annual Review of participation. The payment standard for the family will change at regular or interim reviews at the time a family moves to another unit or the family size changes. If the family stays in the same unit, the GFHA recalculates the HAP using the last standard. When the family moves to another unit, the current payment standard is used based upon the family composition.

For the Section Eight Program participants, the family contribution determined will be reduced by any allowances for any utilities and services paid directly by the family. The State of Montana's Department of Commerce for its Section Eight Programs has researched and published utility allowance schedules for Great Falls. The State's Great Falls area utility allowance schedule was adopted for use by the GFHA for its Section Eight program in order to be consistent with other local agencies administering similar Section Eight Housing Assistance.

At the annual review or when the family moves, families continuing in Section Eight Programs who require a new bedroom assignment will have the bedroom size on their voucher amended to the bedroom size appropriate to the family needs.

The Housing Authority has established and maintained a coordinated system for the Section Eight Program to ensure the ability to honor all outstanding vouchers for family participation within the Annual Contributions Contract authorization and to comply with the maximum extent feasible with the unit distribution in the Annual Contributions Contract.

D. Ten Percent Over Issue

HUD allows a PHA to over issue its initial Section Eight Program placement allocation by 10%. Provided Project and Operating Reserves will support the additional Housing Assistance Payments and Administrative Fee Earned.

Periodically, the GFHA will survey the Section Eight waiting list and study the financial feasibility of creating new Section Eight Program placements.

E. Operating Reserves

The Operating Reserve account is credited with earned administrative fees that exceed expenditures for program administration during the fiscal year. Operating reserve funds may be expended for other housing purposes consistent with State and Local law, provided the amounts used for other housing purposes are not required for projected administrative expenses through the remaining Annual Contributions Contract (ACC) term.

An appropriate amount must be retained in the Operating Reserve account if the GFHA anticipates that ongoing fees will not be sufficient for ongoing administrative costs through its ACC term. Operating Reserve funds must be used to pay Section Eight administrative costs that exceed earned administrative fees for a fiscal year.

HUD requires that a threshold be established for Operating Reserve expenditures for other housing purposes. If the GFHA threshold is zero, the Board of Commissioners must authorize and approve any and all expenditures from the Operating Reserve for other housing purposes.

F. Expanding Housing Opportunities

Fair Housing and informational workshops are made available to local and state agencies to market the Section Eight Housing Choice Voucher Program. Prospective landlords and apartment managers are provided information on the Section Eight program and encouraged to participate. The Great Falls Housing Authority makes every effort to contact landlords of all census districts to ensure vouchers are issued in areas outside poverty jurisdictions.

Initial client interviews include available housing units that are listed by prospective landlords and agencies that can provide assistance in locating suitable housing.

G. Rent Reasonableness

Periodically the GFHA may need to determine if rents being charged are comparable to the private market rents. Phone surveys, mail surveys, and rental advertisements can be used to determine rent reasonableness.

