

HOUSING AUTHORITY
OF THE
CITY OF LINCOLN, NEBRASKA

RESOLUTION NO. 956

APPROVING THE AMENDMENT OF THE
ADMISSIONS AND CONTINUED OCCUPANCY POLICY
TO ESTABLISH NEW RENTAL RATES

WHEREAS, the U.S. Department of Housing and Urban Development requires a written Admissions and Continued Occupancy Policy for Lincoln Housing Authority HUD units; and

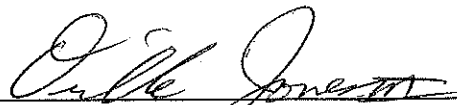
WHEREAS, the Lincoln Housing Authority has incorporated the operation of non-HUD, LHA-owned and/or managed units within the Admissions and Continued Occupancy Policy; and

WHEREAS, the Admissions and Continued Occupancy Policy contains the rental rate for all LHA-owned and/or managed units; and

WHEREAS, the Lincoln Housing Authority desires to establish new rent levels for Arnold Heights, Northwood Terrace, Heritage Square, Lynn Creek, Wood Bridge, Summer Hill, Crossroads House, Prairie Crossing and Sunny Ridge units;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Housing Authority of the City of Lincoln that the Admissions and Continued Occupancy Policy is hereby amended to adopt new rental rates. The new rental rates for Arnold Heights, Northwood Terrace, Heritage Square, Lynn Creek, Wood Bridge, Summer Hill, Prairie Crossing, and Sunny Ridge units are effective July 1, 2021 for existing tenants and effective May 14, 2021 for any new tenants occupying the above-named units after May 13, 2021. The new rental rates for Crossroads House for all tenants are effective July 1, 2021.

Dated this 13th day of May, 2021.



Orville Jones III, Chair

ATTEST:



Chris Lamberty, Secretary

**ADMISSIONS AND CONTINUED
OCCUPANCY POLICY**

LINCOLN HOUSING AUTHORITY

**Effective
May 14, 2021**

TABLE OF CONTENTS

SECTION	PAGE
I. Introduction	1
A. Mission Statement	
B. Statement of Non-Discrimination	
C. Reasonable Accommodations	
D. HOME Conflict of Interest	
E. Code of Conduct	
F. Amending This Policy	
II. Eligibility For Admission	3
A. Family	
B. Income Limits	
C. Suitability	
D. Drug-Related, Violent, or Other Criminal Activity	
E. Legal Capacity	
F. Citizenship	
G. Student Status	
H. Social Security Numbers	
I. HUD Computer Matching Systems	
J. Documentation	
K. Verification of Eligibility	
III. Application Procedures	12
A. Written Application	
B. PreHousing Visit	
C. Preliminary Eligibility Determination	
D. Criminal History Checks	
E. Ineligible Applicants	
F. Preference Verification	
G. Informal Review	
H. Incomplete Applications	
I. Canceling Applications	
IV. Tenant Selection and Assignment Policies	15
A. Waiting Lists	
B. Prairie Crossing Unit Assignment	
C. Selection Preferences	
D. Priority to Elderly and Displaced	
E. Burke Plaza Elderly Preference	
F. Mahoney Manor Elderly Designation and Near-Elderly Preference	
G. One Offer	
H. Income Targeting	
I. Transfer Policy	
J. Holding a Unit	
V. Occupancy Standards	22
A. Occupancy Table	
B. Room Limits	
C. Family Composition	
D. Determining Family Size	

E.	Waivers	
F.	Single Persons	
G.	Qualifying For More Than One Unit Size	
H.	Conventional Units and Tax Credit Units	
VI.	Leasing Procedures	24
A.	Current Lease	
B.	Legal Age	
C.	Security Deposit	
D.	Move-in Packet	
E.	Change in Family Composition	
F.	Addendums	
G.	Utilities	
H.	Failure To Lease Unit	
I.	Smoke-Free Properties	
VII.	Moving To Work Public Housing Rent Policies	26
VIII.	Schedule of Rents and Other Charges	32
A.	Rent Schedule - New 32 and Burke Plaza	
B.	Rent Schedule - Conventional Arnold Heights	
C.	Rent Schedule - Conventional Apartments	
D.	Rent Schedule - Wood Bridge	
E.	Rent Schedule - Summer Hill	
F.	Rent Schedule - Prairie Crossing	
G.	Rent Schedule - Crossroads House	
H.	Rent Schedule - Mahoney Manor	
I.	Rent Schedule - Sunny Ridge Townhomes	
J.	Security Deposit	
K.	Pet Deposit	
L.	Additional Charges	
IX.	Rent Collection Policy	35
A.	Due Date	
B.	Notice of Lease Termination	
C.	Late Fees	
D.	Non-Sufficient Funds	
E.	Legal Proceedings	
F.	Extensions	
X.	Re-examination of Family Income and Composition	36
	HUD Subsidized Units	
A.	Annual Re-examinations	
B.	Interim Re-examinations	
C.	Reporting Deadline	
D.	Interim Rent Adjustments	
E.	Incorrect Unit Size	
F.	Misrepresentations	
G.	Temporary/Extended Absences	
H.	Permanent Absences	

XI. Annual Recertification - Tax Credit & Reduced Rent Units.	44
XII. Verification of Applicants' Statements and Income	45
A. Scope of Verification	
B. Methods of Verification	
C. Acceptable Forms of Verification	
XIII. Lease Terminations	53
A. Tenant Termination	
B. LHA Termination - Conventional & Tax Credit Units	
C. LHA Termination - HUD Subsidized Units	
D. Drug Related, Violent, or Other Criminal Activity	
E. Judicial Proceeding	
F. Public Housing Grievances	
G. Violence Against Women Act	
XIV. Community Service Program	60
A. Introduction	
B. Requirements for Adults	
C. Exemption from Requirements	
D. Notification To Residents	
E. Public Housing Lease	
F. Procedures for Non-Exempt Residents	
G. Annual Review and Determination of Compliance	
H. Notice of Non-Compliance	
I. Written Agreements to Cure Non-Compliance	
J. Opportunities for Community Service	
K. Prohibition Against Replacement of PHA Employees	
XV. Emergency Transfer Plan (VAWA).	64
A. Emergency Transfers	
B. Eligibility for Emergency Transfers	
C. Emergency Transfer Request Documentation	
D. Confidentiality	
E. Emergency Transfer Timing and Availability	
F. Safety and Security of Tenants	
XVI. Definitions	67
Attachments	79
Covid-19: Special Provisions	83

PART I INTRODUCTION

This policy applies to all units owned or managed by the Lincoln Housing Authority (LHA). It sets forth broad policy requirements for staff performing occupancy-related work. LHA has designed this Admissions and Continued Occupancy Policy to take into consideration the needs of individual families for affordable housing and the needs of our mission to develop and operate a socially and financially sound affordable housing program. This policy references other procedural documents that are developed by LHA staff to describe how a specific aspect of this policy is implemented. Where referenced, these separate procedures are bold-faced and underlined.

- A. **Mission Statement:** It is the mission of the Lincoln Housing Authority to provide affordable, safe, sanitary and decent housing to qualifying families currently undergoing financial stress in a manner which affords applicants and tenants dignity and minimal intrusion, within the limits of prudent fiscal management

- B. **Statement of Non-Discrimination:** It is the policy of LHA to comply with all applicable civil rights laws now in effect and subsequently enacted. Lincoln Housing Authority shall not discriminate against any individual on the basis of age, race, color, national origin, religion, sex, familial status or disability. LHA shall make its housing units available without regard to actual or perceived sexual orientation, gender identity or marital status. We will treat each individual or family on his or her own merits. An applicant or tenant may file a complaint if LHA fails to comply with the statement of non-discrimination. The complaint must be in writing to LHA within 30 days of the action or inaction by LHA. LHA staff will schedule a meeting on the issues within thirty (30) days of receipt of a written complaint. LHA will accept other forms of communication other than writing to accommodate a disability.

- C. **Reasonable Accommodations:** LHA will make reasonable accommodation in rules, policies, practices, office procedures and services to allow a disabled person equal opportunity to use and enjoy a dwelling.

HUD Subsidized Properties: LHA will make reasonable accommodation determinations in accordance with Section 504 of the Rehabilitation Act of 1973 and the Fair Housing Amendments Act of 1988.

Non-subsidized, Conventional, Tax Credit and Market Properties: LHA will make reasonable accommodation determinations in accordance with the Fair Housing Amendments Act of 1988.

- D. **HOME Conflict of Interest.** No employee, officer, agent or consultant of the Lincoln Housing Authority or Lincoln Civic Housing may occupy a HOME-assisted unit at Prairie Crossing Apartments.

- E. **Code of Conduct.** LHA will maintain compliance with federal and state conflict of interest

requirements. The following LHA documents establish our codes of conduct: 1) LHA Procurement Policy; 2) LHA Personnel Policy Manual; 3) LHA Guidelines for Providing Excellent Customer Service; 4) LHA Fraud Policy.

- F. **Amending This Policy.** Any amendment to this policy must be approved by the Board of Commissioners of the Lincoln Housing Authority. Any amendments affecting Prairie Crossing must also be approved by the Lincoln Civic Housing Board. Any amendments to the tenant selection process affecting Prairie Crossing must also be approved by the Nebraska Department of Economic Development.

PART II
ELIGIBILITY FOR ADMISSION

A. Family.

1. Subsidized Units. All applicants for HUD subsidized units (Public Housing, Section 8 Project Based Rental Assistance, Section 8 Project Based Vouchers) must meet the following definition of family. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: (a) A single person, who may be an elderly person, displaced person, disabled person, near elderly person, or any other single person; (b) A group of persons residing together who share income and resources to meet the families needs, and such group includes, but is not limited to: (i) A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family); (ii) An elderly family; (iii) A near elderly family; (iv) A disabled family; (v) A displaced family; and (vi) The remaining member of a tenant family. Applicants for Burke Plaza must be elderly or disabled to be placed on the waiting list. Applicants for Mahoney Manor must be at least 50 years of age to be placed on the waiting list. Applicants for Crossroads House Apartments must be 55 years of age or older.
2. Conventional Arnold Heights. All applicants for these units must meet the following definition of family. A Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: A group of persons residing together who share income and resources to meet the families needs, and such group includes, but is not limited to: (a) A family with or without children (a child who is temporarily away from home because of placement in foster care is considered a member of the family); (b) An elderly family; (c) A disabled family; (d) The remaining member of a tenant family, and (e) A single person who is an elderly person, a person with disabilities, or the remaining member of a tenant family.
3. Conventional Apartments and Tax Credit Properties. The family requirement does not apply to the units at Heritage Square, Northwood Terrace, Lynn Creek, Wood Bridge, Summer Hill, Prairie Crossing, Sunny Ridge or Crossroads House Apartments. For these properties LHA will abide by the City of Lincoln Minimum Housing Codes. In addition, all applicants for Crossroads House Apartments must be 55 years of age or older.

B. Income Limits.

Burke Plaza & New 32. All applicants for Burke Plaza and New 32 (HUD subsidized units - Section 8 Project Based Rental Assistance) must provide adequate evidence that the household's anticipated Annual Income for the ensuing twelve month period does not exceed the low income limits published annually by the Department of Housing and Urban Development. The low income limit is 80% of the area median income as determined by HUD, and available for review in LHA's Housing Programs and Rental Properties booklet. LHA will determine Annual Income in accordance with this document and appropriate HUD guidelines.

Arnold Heights. All applicants for Arnold Heights must provide adequate evidence that its anticipated annual income is sufficient to cover rent and utility costs.

Northwood Terrace, Heritage Square, Lynn Creek. All applicants for units at Northwood Terrace, Heritage Square & Lynn Creek must provide adequate evidence that its anticipated annual income is sufficient to cover rent and utility costs, and that the household's anticipated Annual Income for the ensuing twelve month period does not exceed 80% of the area median income as published annually by HUD.

Wood Bridge. Fifty percent of the units at Wood Bridge will be operated as Tax Credit Units, and the remaining fifty percent as Market Rate Units. All applicants for Wood Bridge Apartments and Town homes must provide adequate evidence that the household's anticipated annual income is sufficient to cover rent and utility costs. Applicants for Wood Bridge Tax Credit units must provide adequate evidence that the household's anticipated Annual Income for the ensuing twelve month period does not exceed 60% of the area median income as published annually by HUD.

Crossroads House. All applicants for Crossroads House Apartments must provide adequate evidence that the household's anticipated annual income is sufficient to cover rent and utility costs and that the household's anticipated Annual Income for the ensuing twelve month period does not exceed 50% of the area median income as published annually by HUD.

Mahoney Manor. All applicants for Mahoney Manor Apartments must provide adequate evidence that the household's anticipated annual income is sufficient to cover rent and utility costs and that the household's anticipated Annual Income for the ensuing twelve month period does not exceed 50% of the area median income as published annually by HUD.

Public Housing Scattered Sites. All applicants for the Scattered Site units must provide adequate evidence that the household's anticipated annual income is sufficient to cover rent and utility costs and that the household's anticipated Annual Income for the ensuing twelve month period does not exceed 50% of the area median income as published annually by HUD.

Summer Hill. Fifty percent of the units at Summer Hill will be operated as Tax Credit Units or Reduced Rent Units, and the remaining fifty percent as Market Rate Units. All applicants for Summer Hill Apartments and Town homes must provide adequate evidence that the household's annual income is sufficient to cover rent and utility costs, and that the household's anticipated Annual Income does not exceed 100% of the area median income as published annually by HUD. All applicants for Summer Hill Tax Credit and Reduced Rent units must provide adequate evidence that their anticipated Annual Income does not exceed 60% of the area median income as published annually by HUD.

Prairie Crossing. Forty-Three of the 76 total units will be operated as Tax Credit units, and the remaining 33 units will be Market Rate units. In addition 6 of the Tax Credit units will be operated as HOME assisted units in accordance with the requirements of that program. All applicants for Prairie Crossing units must provide adequate evidence that the household's annual income is sufficient to cover rent and utility costs, and that the household's anticipated Annual Income does not exceed 100% of the area median income as published annually by

HUD. All applicants for Prairie Crossing Tax Credit units must provide adequate evidence that their anticipated Annual Income does not exceed 60% of the area median income as published annually by HUD. All applicants for Low HOME assisted units must provide adequate evidence that their anticipated Annual Income does not exceed 50% of the area median income as published annually by HUD, and applicants for High HOME units must not exceed 60% of the area median income.

Sunny Ridge. All twenty-eight units will be operated as Tax Credit units. In addition 2 units will be operated as HOME assisted units in accordance with the requirements of that program. All applicants must have annual incomes below 60% of the area median, and at least 18 of the 28 units will be initially occupied by residents whose income does not exceed 50% of the area median income. All applicants for Sunny Ridge units must provide adequate evidence that the household's annual income is sufficient to cover rent and utility costs.

- C. Suitability. LHA has an obligation to protect its units, its financial stability, its residents, its staff, and its community. To that end LHA will screen applicants in an effort to determine whether each applicant family could be reasonably expected (1) to abide by the terms of the dwelling lease, and (2) not to have a detrimental effect on the other tenants or on the neighborhood environment. LHA will deny admission to any applicant whose past history shows an unwillingness or inability to abide by the terms of the lease, or whose habits and practices may be expected to have a detrimental effect on the project or neighborhood environment. LHA will apply the same standards of tenant suitability in evaluating a person who wishes to join a family already in occupancy.

All applicants shall be screened in accordance with sound management practices. During screening, the LHA requires applicants to demonstrate ability to comply with the essential provisions of the lease. There are five essential questions that LHA will try to answer about every applicant. Can LHA reasonably expect the applicant to:

1. Pay rent, utilities, and other charges under the lease in a timely manner?
2. Care for and avoid damaging the unit and the common areas, use facilities and equipment in a reasonable way, create no health or safety hazards, and report maintenance needs?
3. Avoid interfering with the rights and enjoyment of others, and avoid damaging the property of others?
4. Refrain from engaging in criminal activity that threatens the health, safety, or right to peaceful enjoyment of other residents, neighbors, and staff, and refrain from engaging in drug-related criminal activity?
5. Comply with necessary and reasonable rules of occupancy and program requirements of LHA and HUD, and comply with health and safety codes?

LHA will make an objective, reasonable, and informed judgment based on the information available to it. LHA will seek this information by requesting information from any or all of the following sources: previous landlords, a home visit (a.k.a. PreHousing) to the applicants current residence, criminal histories, credit reports, and information from any other reasonable source. LHA will determine when a PreHousing visit is required in accordance with LHA's PreHousing Guidelines. Any of the following factors may cause LHA to deny the application.

- A record of non-payment of rent, utilities, or other rightful obligations.

- A record of disturbance of neighbors.
- A record of destruction of property, or damage to previous residences.
- A record of poor housekeeping habits.
- A history of drug-related criminal activity. LHA will give consideration to applicants who have successfully completed a rehabilitation program approved by LHA.
- A history of any other criminal activity involving physical violence to persons or property, or which could adversely affect the health, safety, welfare, or right to peaceful enjoyment of the premises by other tenants or neighbors. This includes charges for sex crimes, Arson, Vandalism, Disorderly Conduct, Maintaining a Disorderly House, Assault, Disturbing the Peace, and like offenses.
- A record that establishes a reasonable cause to believe that the applicant's pattern of alcohol abuse may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors. LHA will give consideration to applicants who have successfully completed or are participating in a supervised alcohol rehabilitation program and no longer abuse alcohol.
- A record of previous lease violations.
- A record of Section 8 program violations, money owed any public housing authority in connection with the Public Housing or other Rental Assistance programs, or committing fraudulent activity in connection with any Federal housing assistance program or any other government agency or program.
- A record of money owed to LHA. If the applicant owes money, LHA will not house until the applicant pays the amount in full or enters into a repayment agreement.
- A history of frequent police calls to the applicants residence.
- Applicant's misrepresentation of information related to eligibility, preference for admission, housing history, criminal history, income, or family composition.

Criminal History Checks: All adult household members (18 years or older) must pass a criminal history check no more than ninety (90) days prior to being offered a unit.

In the event of the receipt of unfavorable information with respect to an applicant, LHA will give consideration to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct. If the applicant is a person with disabilities, LHA will consider extenuating circumstances where this would be required as a matter of reasonable accommodation.

LHA will not deny admission to an applicant for a HUD Subsidized Unit on the basis of or as the direct result of the fact that the applicant has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the person otherwise qualifies for admission. LHA will follow the policies and requirements as required by the Violence against Women Act (VAWA).

- D. Drug-related criminal activity, violent or other criminal activity. LHA prohibits admission to its housing programs if LHA has determined that any applicant or household member has engaged currently or during the past three (3) years in: (1) criminal activity which may threaten the health and safety or right of peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity; (2) drug-related criminal activity; (3) alcohol abuse; or (4) violent criminal activity. LHA also will consider any record of drug-related criminal activity, violent or other criminal activity, or alcohol abuse that occurred more than three years ago, and will deem any applicant ineligible if there is reasonable cause to believe

that the applicant's pattern of activity may interfere with health, safety, or right to peaceful enjoyment of the premises by other residents. To enforce this policy, the LHA will rely upon background checks of all household members including, but not limited to police reports, newspaper and media reports, and past housing experiences to determine whether a household will be denied admission. LHA may prohibit admission for such behaviors regardless of arrest or conviction status. The term "arrest" in this policy refers to any arrest, citation, ticket, charge or conviction by any enforcement authority. An arrest record without a criminal charge, conviction, or other imposed penalty on criminal activity will not be LHA's sole basis for prohibiting admission. If an applicant's admission is pending due to an arrest record (without conviction) on a disqualifying criminal activity, LHA will try to obtain more information to determine an individual engaged in a disqualifying criminal activity. LHA can use other evidence such as police reports detailing the circumstances of the arrest, witness statements and other relevant documentation to make the decision that a disqualifying conduct occurred. LHA may allow an applicant to remain on the waiting list pending the outcome of a pending criminal charge.

The following households or persons will be prohibited admission to any LHA program:

1. Drug-Related Activities: LHA prohibits admission if any applicant or household member is currently engaged in or has engaged in any drug-related activity. A person is considered to be "currently engaged" if he or she has been arrested or convicted for drug-related activity within the past three (3) years. LHA will consider possession of drug paraphernalia as sufficient evidence of illegal use of drugs. The LHA will not approve an application for three (3) years after the completion of time served (including parole and probation), or after the assessed fine is paid. The LHA may waive this restriction if the drug-related activity involved use or possession, but not production, manufacturing or sale, and if the applicant clearly demonstrates that (a) the household member is no longer engaging in the illegal use of a controlled substance, and (b) the person has successfully completed an approved, supervised drug rehabilitation program, or the household member is currently participating in a supervised drug rehabilitation program, has participated for a minimum of thirty (30) days prior to the application, and will continue to participate until the successful completion of the program. The applicant will be required to submit written evidence showing current successful participation or past successful completion of a supervised drug rehabilitation program. An applicant who is participating in a supervised drug rehabilitation program may stay on the waiting list, and must successfully complete the program before a unit will be offered to the household member.

LHA will prohibit admission to any applicant who has been evicted or terminated for drug-related criminal activity from Public Housing, Indian Housing, any Section 8 program, or any other assisted housing program within the past three years. This penalty will not be waived or reduced for treatment or other mitigating factors.

A member of an applicant's household will be permanently prohibited from receiving federal assistance or participating in any LHA program if the member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any housing assisted by the federal government.

2. Alcohol Abuse: The LHA prohibits admission if any applicant or household member

is currently engaged in, or has engaged in alcohol abuse which will or may threaten the health, safety, or right to peaceful enjoyment of the premises occupied by household members, other residents, or persons residing in the vicinity of the applicant or household members. A person is considered to be currently engaged if he or she has been convicted of an alcohol-related offense within the past three (3) years. The LHA will not admit the applicant's household members for three (3) years after the completion of sentence (including parole or probation) and payment of fines for an alcohol-related offense or the termination of housing assistance due to alcohol abuse. The LHA may waive this restriction if the applicant clearly demonstrates that (a) the household member is no longer engaged in the abuse of alcohol and (b) has successfully completed a supervised alcohol rehabilitation program, or is currently participating in a supervised alcohol rehabilitation program, has participated in the program for a minimum of thirty (30) days prior to the application, and will continue to participate successfully until the completion of the program. The applicant will be required to submit written evidence to verify successful participation in or completion of a supervised alcohol rehabilitation program. An applicant who is participating in an alcohol rehabilitation program at the time of application must successfully complete the program before the LHA will offer the household a unit or give permission to move in with a currently-assisted family member.

3. Violent and Other Criminal Activity: The LHA prohibits admission if an applicant or household member is currently engaged in or has engaged in violent criminal activity or other criminal activity which will or may threaten the health, safety or right to peaceful enjoyment of the premises occupied by household members, other residents or persons residing in the vicinity of the applicant or household members. The LHA will not admit the applicant or members of the applicant's household for three (3) years from completion of time served (including probation and parole) or payment of the assessed fine. The LHA will permanently prohibit admission to any program if an applicant or any member of the applicant's household has a felony conviction for a sexual assault or any other sex-related offense. LHA will deem ineligible permanently any applicant who is subject to a lifetime registration requirement under a state sex offender registration program, or is registered on the State of Nebraska's sex offender registry. LHA will deem ineligible any applicant who is fleeing to avoid prosecution, or custody or confinement, for a crime or attempt to commit a crime that is a felony under the laws of the place from which the individual flees (or is a high misdemeanor in the state of New Jersey); or is violating a condition of probation or parole imposed under Federal or State law; or has any unresolved warrants issued by a law enforcement agency.
 4. Threats Towards LHA Workers/Agent: Any applicant or other household member who makes threatening or abusive remarks or exhibits violent behavior towards any LHA employee or agent during the application and waiting list period will be removed from the waiting list and may not be approved for any waiting list for three (3) years after the incident.
- E. Legal Capacity. The Head of Household must be capable under state law of entering into a legal contract -- at least 18 years of age, legally emancipated in the State of Nebraska, or married.

F. Citizenship. To receive assistance in HUD-subsidized units, a member of the family must be either citizens of the United States or noncitizens who have eligible immigration status in accordance with HUD requirements. At the time of the initial eligibility determination prior to being housed, LHA will notify applicants of the requirement to provide evidence of citizenship or eligible immigration status, and require a signed declaration of Section 214 status for all household members. LHA will utilize a notification and declaration of Section 214 status in the format required by HUD. For proof of citizenship LHA will accept a birth certificate, US passport or naturalization papers. For non-citizens in eligible immigration status LHA will require a USCIS card or documentation containing an alien registration number and a signed verification consent form. LHA will verify eligibility through the U.S. Department of Homeland Security's SAVE program in accordance with HUD requirements. LHA will provide prorated assistance to eligible mixed families in accordance with HUD guidelines.

G. Student Status. LHA will not rent tax credit units at Wood Bridge, Summer Hill, Prairie Crossing, Sunny Ridge or Crossroads House to full-time students, unless they meet the standard exceptions allowed in the current IRS regulations governing the Low Income Housing Tax Credit Program. These student restrictions do not apply to the Reduced Rent Units at Summer Hill Apartments.

Burke Plaza and New 32 Student Eligibility. In Accordance with 24 CFR 5.612, no assistance shall be provided to any applicant of Burke Plaza or New 32 who:

- (1) Is enrolled as a student at an institution of higher education; and
- (2) Is under 24 years of age; unless the student
- (3) Is a veteran of the United States military;
- (4) Is married;
- (5) Has a dependent child;
- (6) Is a person with disabilities, as such term is defined in 3(b)(3)(E) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(3)(E)), and was receiving section 8 assistance as of November 30, 2005; or
- (7) Is otherwise individually eligible and has parents who, individually or jointly are eligible on the basis of income to receive assistance under Section 8, unless the student can demonstrate independence from parents as defined by the US Department of Education.

The U.S. Department of Education's definition of "independent student" is a student who meets one or more of the following criteria.

1. Is at least 24 years old by December 31 of the award year ; or
2. Is a graduate or professional student; or
3. Is a veteran of the United States military or currently serving on active duty in the Armed Forces other than training; or
4. Has legal dependents other than a spouse (example dependent children or elderly dependent parent; or
5. Is married; or
6. Is a student for whom a financial aid administrator makes a documented determination of independence by reason of other unusual circumstances.; or
7. Is a student who is considered a "vulnerable youth" and that the student qualifies under one of the following categories.
 - a) Is in a legal guardianship or was in legal guardianship prior to reaching the age of majority as determined by a court of competent jurisdiction in the

- individual's State of legal residence.;or
- b) Is an emancipated minor or was an emancipated minor prior to reaching the age of majority; or
 - c) Is an orphan, in foster care, or a ward of the court or was an orphan, in foster care, or a ward of the court anytime when the child was 13 years or age or older; or
 - d) Is declared and verified during the school year in which the application is submitted as either an unaccompanied youth who is a homeless child or youth (as defined under Section 725 of the *McKinney-Vento Homeless Assistance Act*), or as unaccompanied, at risk of homelessness and self-supporting by
 - (1) a local education agency homeless liaison designated pursuant to section 722 of the *McKinney-Vento Homeless Assistance Act*; or
 - (2) the director or designee of a program funded under the Runaway and Homeless Youth Act; or
 - (3) the director or designee of a program funded under subtitle B of Title IV of the *McKinney-Vento Homeless Assistance Act* which are typically emergency shelter grants; or
 - (4) a financial aid administrator.

Verification Requirements to prove a Student's Independence

(who are NOT considered a vulnerable youth)

When a student under the age of 24 declares to be independent of their parents by qualifying *only* under categories listed in 1 through 6" then LHA will obtain verification of the student's independence by following HUD's Student Independence Verification requirements.

1. Reviewing and verifying the previous address information to determine if there is evidence of a separate household from the parents, or verifying the student meets the U.S. Department of Education's definition of a "independent student".
2. Reviewing the student's prior year income tax return to verify the student is independent (not claimed as a dependent on another household's tax return), or verifying the student meets the U.S. Department of Education's definition of a "independent student"., and
3. Verifying if any income is provided by a parent by requiring a written certification from the individual providing or not providing support. Note: any financial assistance provided by persons not living in the unit is considered annual income.

Waiver of Verification Requirements to prove a Student's Independence for Vulnerable Youth"

If the student qualifies as a vulnerable youth then the above verification requirements are waived. The only verification required is to prove the student qualified as a vulnerable youth.

- H. Social Security Numbers. All applicants are required to provide documentation of Social Security numbers for all household members who are U.S. citizens or have eligible immigration status. A copy of a Social Security card or other acceptable verification must be provided prior to housing. Other acceptable verifications include a written statement

from the Social Security Administration verifying the name and Social Security number verifying the applicant has applied for a new Social Security card, or an original document from a federal or state government agency which contains the individual's name and social security number along with identifying information of the individual such as address and date of birth.

Exception for providing a Social Security number for a child under the age of 6 years old who is "added" to the applicant's household 6 months or less from the lease date:

The applicant household may remain on the waiting list and continue with admissions into the property without providing the "added" child's Social Security number and acceptable verification under the following circumstances.

- The child who is being "added" to the applicant household was not listed on the original application; and
- The request to add the child occurred within 6-months prior to the lease date; and
- The child must be age 5 or younger at the time of the request to add the child to the applicant household

The added child's (age 5 years or younger) Social Security number must be provided 90 days after program admission, with another 90 day extension if merited due to circumstances outside the family's control.

- I. HUD Computer Matching Systems. LHA will use the Existing Tenant Search in HUD's EIV system prior to housing a tenant in a HUD-subsidized unit.
- J. Documentation. LHA will require all applicants to provide all information necessary to determine Annual Income, Total Tenant Payment, unit requirements, preference categories, suitability for tenancy, and citizenship/immigration status. LHA will require applicants to sign releases of information so that the information may be verified. LHA will require applicants to sign a statement certifying the information provided is correct and complete. LHA will deny admission to any applicants, or terminate the lease of current residents, who do not provide the above information or documentation, or who provide incomplete or false information or documentation. Applicants or tenants who provide such false information will be determined ineligible for any waiting list for 3 years.
- K. Verification of Eligibility. LHA will verify all information regarding eligibility in accordance with Section XII, Verification.

PART III
APPLICATION PROCEDURES

- A. Written Application. LHA requires persons interested in renting units to fully complete a written pre-application. LHA will accept pre-applications on a continuous basis in accordance with its posted hours at 5700 R Street. LHA will accept written pre-applications in person, by mail, or via the Online Application on LHA's website. LHA will mail pre-applications upon request. All pre-applications will be marked with the date and time they are received at LHA's offices. Online Applications will be date and time stamped by the computer and recorded on the applicant receipt at the time of submission. In order for the pre-application to be considered completed, online applicants must also submit a signed form authorizing the release of information and certifying the accuracy of the application information. If an applicant requests assistance completing the application, LHA staff will assist the applicant or request permission from the applicant to contact an appropriate agency or individual to assist the person.
- B. Prehousing Visit. LHA may conduct a Prehousing visit with applicants to go over the information provided on the written application, to obtain additional information regarding eligibility and suitability, and to review housekeeping and care of the unit. LHA will conduct a Prehousing visit as deemed necessary by management in accordance with the guidelines established by the Housing Manager. If possible, LHA will conduct the interview at the applicants current residence. Otherwise a Prehousing may be conducted in the office or over the phone. LHA will notify applicants who are required to have Prehousing and provide them 10 days to call and schedule an appointment. If the applicant does not call and schedule an appointment, the application will be canceled with no further notice.
- C. Preliminary Eligibility Determination. LHA will do preliminary eligibility screening to determine if applicants appear to meet the eligibility requirements. LHA will screen for Family Composition, Suitability, and Criminal Activity criteria at the time of pre-application. If the Housing Manager determines that a particular waiting list is too long, LHA may delay some screening until applicants approach the top of the waiting list. LHA will notify those applicants preliminarily determined to be eligible that they have been placed on the waiting list(s).

At the time applicants are offered housing, LHA will require the applicant to complete and sign a full Personal Declaration that in combination with the pre-application will serve as the full formal application, and LHA will verify income eligibility for HUD-subsidized and Tax Credit units. LHA will verify eligibility factors in accordance with Part XII, Verifications.

- D. Criminal History Checks: All adult household members (18 years or older) must pass a criminal history check no more than ninety (90) days prior to being offered a unit.
- E. Ineligible Applicants. LHA may determine an applicant to be ineligible at any time, and choose not to list an applicant on the waiting list or remove an applicant from the waiting list. If LHA determines that an applicant is ineligible for housing, LHA will promptly notify the applicant in writing of this determination. LHA will maintain files of all ineligible applications for at least three years with documentation stating the reason for

ineligibility.

For HUD-subsidized and Prairie Crossing HOME units, the notification will state the reasons for this determination, inform the applicant of the right to request an informal review of this decision, and inform the applicant of the actions necessary to request such a review.

- F. **Preference Verification.** The family must provide proper verification they are eligible for a preference at the time of application or any time while on the waiting list upon request by LHA. The family must qualify for the preference at the time the family is selected from the waiting list. If, at any time prior to being housed, it is determined the family no longer qualifies for the preference, the family will be placed on the waiting list in a non-preference status according to the time and date of the original application. The family may reapply for preference status at any time.
1. Acceptable sources of verification for all preferences are government agencies, law enforcement, public or private shelters, clergy, or social service agencies.
 2. Time frames: The verification is valid for thirty (30) calendar days after receipt by LHA. If the applicant is not selected from the waitlist within thirty (30) calendar days, the preference must be re-verified at the time the family is selected from the waiting list.

If an applicant for HUD-subsidized units claims a selection preference and LHA determines that the applicant does not qualify for that preference, LHA will notify the applicant of this decision.

- G. **Informal Review.** An applicant determined to be ineligible for HUD-subsidized housing may request an informal review of that decision. The request must be in writing and be received by LHA within 14 days of the date of LHA's notification. The review will be scheduled within a reasonable time of the applicant's written request. The review will be conducted by a Manager, the Executive Director or his/her designee, but not by persons directly involved in the decision. At the Review the applicant can offer additional information about mitigating circumstances or mistakes in fact upon which the decision was based. Within 10 days of the review, LHA will provide written notification to the applicant of the results of the review. Informal Reviews for applicants are different from the resident grievance process. Applicants are not entitled to use the resident grievance process.
- H. **Incomplete Applications.** If a pre-application is incomplete, or lacking all required forms or information, LHA will notify the applicant and provide a deadline to submit the required information. All applications lacking the required information by the periods outlined by LHA will be cancelled with no further notice. LHA will hold applications awaiting Social Security number verification for 60 days. LHA will hold pre-applications awaiting any other information for 10 days. Applicants whose applications have been canceled must reapply by completing a new application.
- I. **Cancelling Applications.** LHA will cancel applications with no further notice or opportunity for review for the following reasons:

1. Applicant Request.
2. Failure to complete the application or provide required information within time allowed.
3. Failure to respond to a Prehousing Letter within time allowed.
4. Failure to show-up for a scheduled Prehousing appointment.
5. Failure to respond to a "still interested" or update letter within the time allowed.
6. After an applicant has declined two units in accordance with the One Offer Policy.

LHA does not accept responsibility for mail loss or delays. Applicants are responsible to notify LHA in writing of any changes to the applicant household or mailing address. LHA is not responsible for applicant's failure to provide a complete and correct address or to notify LHA of a change of mailing address. If a letter is returned by the United States Postal Service with a forwarding address, LHA will re-send the letter. At the discretion of the Executive Director, Assistant Director, or Leasing Coordinator, applications may be reinstated due to extenuating circumstances.

PART IV
TENANT SELECTION AND ASSIGNMENT POLICIES

A. Waiting Lists. LHA will maintain the following waiting lists separated by bedroom size. Waiting lists are always open.

1. Mahoney Manor.
2. Burke Plaza.
3. Public Housing Scattered sites
4. Arnold Heights.
5. Heritage Square and Northwood Terrace.
6. Wood Bridge - Market Rate.
7. Wood Bridge - Tax Credit
8. Crossroads House Apartments
9. Lynn Creek.
10. Summer Hill - Tax Credit & Reduced Rent.
11. Summer Hill - Market Rate.
12. Prairie Crossing - Tax Credit
13. Prairie Crossing - Market Rate
14. Sunny Ridge Townhomes.
15. New 32

LHA will assign each eligible applicant a place on the appropriate waiting list for which the applicant applied and qualified in sequence based upon the type or size of unit needed, Preference status, and the date and time of the application.

For Mahoney Manor LHA will maintain a combined 0 and 1 bedroom waiting list. Applicants on this list will be offered the first available unit regardless of unit size in accordance with LHA's One Offer policy.

B. Prairie Crossing Unit Assignment.

16. Tax Credit: 43 units will be leased as Tax Credit Units as follows:
 - 15 Townhouses (2 exterior units and 1 center unit in each townhouse building; the remaining center unit will be leased as Market Rent)
 - 22 Two Bedroom Apartments and 6 One Bedroom Apartments. One half of the units in each apartment building will be leased as tax credit and one half as Market Rate.
2. HOME Units: 6 of the Tax Credit Apartments will be leased as HOME-assisted units and subject to HOME program requirements.
 - No townhouses are HOME units
 - 2 Two Bedroom and 2 One Bedroom units will be leased as High HOME units (60% income eligibility).
 - 2 Two Bedroom units will be leased as Low Home units (50% income eligibility)
 - HOME units can float throughout the project, except one of the six will always be an accessible unit

C. Selection Preferences. LHA gives a higher priority for HUD-subsidized units (Mahoney

Manor, Crossroads House, Burke Plaza, New 32 and Public Housing Scattered Site) to applicants who are currently eligible for one or more preferences. A family qualifying for one of the preferences listed below is given the same priority as a family qualifying for more than one preference. After preferences, LHA will determine priority based upon the date and time of application. The preferences are listed below in random order with no hierarchical system. A family may qualify for a preference at anytime they are on the waiting list, but must qualify for the preference at the time a unit is offered. A family must provide acceptable verification that they are eligible for a preference. Acceptable verification must come from a government agency, law enforcement agency, public or private shelter, clergy, or social service agency. The verification is valid for 90 days, unless LHA receives additional information invalidating the verification. If the applicant is not offered a unit within 90 days, the preference must be re-verified at the time the family is offered assistance.

1. Homeless. Applicants terminated or evicted from an LHA program or unit will not be eligible for a homeless preference. A homeless family includes:
 - a. Any person or family that lacks a fixed, regular, and adequate night-time residence; and
 - b. Any person or family that has a primary night-time residence that is:
 - (1) A supervised shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters and transitional housing);
 - (2) An institution that provides a temporary residence for individuals intended to be institutionalized (does not include jails or prisons); or
 - (3) A public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.
2. Displaced by fire (excluding tenant caused fires), flood or storm. Such displacement must be recent and continuing; the displacement must have occurred within the last three months of the requested preference. Must be verifiable by Red Cross or other government agency.
3. Displaced by domestic violence - actual or threatened physical violence against one or more members of the applicant family by a spouse or other member of the household. Such applicant must have been forced to move because of domestic violence or lives with a person who engages in domestic violence. Such violence must be recent or continuing, and the displacement must have occurred within the last three months of the requested preference. Applicants who have been approved within the last three months for a VAWA-based emergency transfer by another VAWA covered housing provider qualify for this preference. Applicants displaced by domestic violence must certify that the person who engaged in such violence will not reside with the applicant family unless LHA has given advance written approval. If the family is admitted, LHA may deny or terminate assistance to the family for breach of this certification.
4. Working Family

A family with at least one adult member who is currently employed at least 25 hours per week. A family whose head, co-head or spouse or sole member is age 62 or older or is a person with disabilities also qualifies for this preference.

As of September 1, 2019, this preference is no longer available to families applying for Scattered Site Public Housing and New 32. This preference will be honored at the first offer for families that applied prior to September 1, 2019 who qualified for the preference.

This preference does not apply to applicants for Mahoney Manor, Crossroads House, or Burke Plaza.

- D. Priority to Elderly and Displaced. In selecting applicants for HUD-Subsidized units LHA will give preference to Elderly/Disabled Families and Displaced Persons over Single Persons.
- E. Burke Plaza Elderly Preference. LHA will offer available units at Burke Plaza first to applicants where the head, spouse or sole family member is 62 years of age or older. This preference will take priority over all other selection preferences. LHA will offer units to disabled applicants under age 62 if there are an insufficient number applicants who qualify for the elderly preference to fill vacant units.
- F. Mahoney Manor Elderly Designation and Near-Elderly Preference. In accordance with the HUD approved Designated Housing Plan, Mahoney Manor is designated as Elderly only with a Near-Elderly Preference. LHA will offer available units first to applicants where the head, spouse or sole family member is 62 years of age or older. If there are insufficient elderly applicants for a particular vacant apartment, LHA will then offer the apartment to applicants who are age 50 years and over. LHA will not offer units to persons who are below the age of 50 years.
- G. One Offer. As dwelling units become available for occupancy, the verified, eligible applicant first on the respective waiting list for the available size of unit shall be offered a unit in accordance with the following plan:
 - 1. The housing authority will offer the suitable unit that has been vacant for the longest period of time. If that unit is not ready for occupancy, LHA will offer the unit that has been ready for occupancy for the longest period of time. The applicant must accept the unit offered or LHA will change the date of the application to the date of the unit offer, effectively lowering the rank of the application on the waiting list. An applicant who refuses the first offer may continue to benefit from a preference for as long the applicant qualifies under the definitions of that preference. After the applicant has refused two offers, LHA will cancel the application.
 - 2. Under certain circumstances LHA may allow the applicant to refuse a unit and remain at the top of the waiting list. If LHA is satisfied that the refusal meets the criteria below, LHA will consider the refusal of the offer to be an "allowable refusal," and will not move the applicant to the bottom of the waiting list.
 - a. The applicant is willing to accept the unit offered, but is unable to move at the

time of the offer due to health reasons or because of current lease obligations. A lease requirement for a 30 day notice to vacate does not meet the criteria for an allowable refusal. An inability to move based on finances does not meet the criteria for an allowable refusal. This will be considered the first offer, although the applicant will maintain their position on the waiting list. Once the initial lease obligation or health reason has expired or ended, LHA will make the second and final offer. If the second offer is refused, LHA will cancel the application.

- b. The applicant's acceptance of a given unit will result in undue hardship not related to consideration of race, color, or national origin, and the applicant presents clear evidence to substantiate this claim. Examples of such hardship include:
- Acceptance of the unit would cause current employment or daycare to be inaccessible to the applicant such that it would require applicant to quit a job or remove a child from daycare. This does not apply to an applicant who lives outside of the City of Lincoln.
 - The unit is inappropriate for applicant's disability.
 - The unit is not of the proper number of bedrooms or the applicant does not need the accessibility features in the unit, and the applicant would be able to reside there only temporarily.

H. Income Targeting. For the New 32 and Burke Plaza waiting lists LHA will comply with HUD's income targeting requirements for extremely low-income applicants. For these projects LHA will target at least 40% of new admissions during a fiscal year to applicants at or below 30% of the area median income as determined by HUD. If necessary, LHA will skip over eligible applicants at the top of the waiting list to offer units to extremely low-income applicants lower on the waiting list in order to maintain the 40% ratio. LHA will follow the waiting list order to offer a unit to the next eligible applicant at or below 30% of the area median income.

I. Transfer Policy. LHA will make reassignments or transfers to other dwelling units without regard to race, color, or national origin as follows:

1. LHA will not transfer residents of a HUD-subsidized unit to another HUD-subsidized unit of equal size either within a project or between projects, except for alleviating hardships as determined by LHA or for medical reasons as certified by a doctor. Residents can be transferred to accommodate a disability, when a unit is available with features that accommodate their disabilities better than the current unit. LHA will consider transfers to a HUD-subsidized unit with a greater or lesser number of bedrooms in accordance with the resident-requested transfer guidelines listed in paragraph 3 below. The resident family must meet the Occupancy Standards for the size of unit requested.
2. **Administrative Transfers.** LHA will initiate the following types of transfers. Such transfers will take precedence over new admissions unless otherwise noted. LHA will provide up to 30 days notice of the required transfer, except for Emergency Transfers, since, by definition these involve danger to the resident. Tenants approved for a transfer will be placed on the appropriate waiting list as of the date and time

that the transfer request was received or determined to be necessary by LHA. For transfers that take priority over new admissions, LHA will give a transfer preference that will move the transfer tenant to the top of the waiting list.

- LHA will make Emergency transfers when LHA determines that the unit or building conditions pose an immediate threat to resident life, health or safety. This includes VAWA-covered Emergency Transfers approved in accordance with Section XV of this Plan.
- LHA will transfer families in over-occupied units to larger units as determined by the Occupancy Standards.
- For HUD-Subsidized units LHA will transfer families in under-occupied units to a smaller unit. LHA will place the tenant on the appropriate waiting list as of the date of LHA notification to the family. LHA may waive this provision to avoid a vacancy problem, to maintain full occupancy, or to prevent a hardship to the family.
- LHA may transfer families occupying units with special accessibility features, if those features are not required by current tenants and there is an eligible family on the waiting list who does need such features.
- LHA will transfer tenants to permit unit modernization as determined necessary by LHA.

3. **Resident Requested Transfers.** LHA will consider resident-requested transfers. If approved, the transfer will be placed on the appropriate waiting list as of the date of the transfer request. LHA will observe the following criteria when considering resident-requested transfers.

- **Length of Residency**
The tenant family must have resided in the current unit for at least 1 years to be eligible for a transfer.
- **Rent Payments History**
During the lease period, the family history of rent payment must include no record of delinquency for the past 6 months and no more than 4 letters of delinquency in two years, and must have a favorable recommendation from the Credit and Collections Clerk.

The Credit and Collections Clerk can give approval even with letters of delinquency if the family maintained ongoing communication with the clerk of problems, and the family continued to make payments on other charges.

- **Utility Payment History**
There is no history of delinquent notices from utility companies.
- **Inspection & Maintenance History**
The history of LHA inspection reports and maintenance calls to the residence show good care and minimal damages to the unit and any charges were paid in a timely manner. If no annual inspections have been performed, LHA will make a home visit to evaluate tenant care of the unit.

- **Other Issues**

The tenant shall not have a history of drug-related criminal activity or other criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of others.

The tenant shall have a record of good housekeeping.

The tenant shall have a record relatively free of complaints from, and serious confrontations with, neighbors, staff, or others arising primarily from the activities of the tenant.

The tenant shall have a good record of yard maintenance such as mowing and watering the grass, raking leaves, shoveling drives and walks. The tenant shall have a history of keeping the exterior areas of the property free from trash and debris, improperly parked vehicles, etc.

The tenant shall have a history of compliance with the pet policy.

The tenant shall have a history of working positively to resolve issues and concerns when brought to their attention.

4. The tenant shall have sufficient resources to pay all costs of moving including payment of a transfer charge, new deposits, and moving costs.

Conventional Transfer Charge: \$35

The tenant must pay the transfer charge in advance. There is no transfer charge for HUD-subsidized units or for Administrative transfers.

The Tenant is responsible for paying a separate damage deposit on the new unit. Any damages in the old unit not covered by deposit must be paid no later than 30 days from the move-out date of the old unit.

5. Exceptions. LHA can make exceptions to the above criteria. LHA will make decisions on a case by case basis and give special consideration to medical issues or other life threatening situations.
6. LHA will offer one unit to a transferring family. If it is an LHA-initiated transfer and the tenant refuses the unit offered without good cause, LHA may terminate the tenant's current lease. If it is a voluntary transfer, LHA will remove the tenant from the waiting list.
7. For Tax Credit units at Wood Bridge, Summer Hill, Prairie Crossing, Sunny Ridge and Crossroads House a household transferring to another Tax Credit unit must meet the initial income eligibility guidelines for the project. If the household does not meet those guidelines, LHA will not transfer them to another Tax Credit unit.

- J. Holding a Unit. LHA will hold a unit for no more than 2 working days following notification (by phone, electronic mail or mail) to a family that a unit is available. If the family does not accept the unit within 2 working days, LHA will consider the offer refused and act in accordance with its one offer policy. LHA will consider payment of a \$50 deposit as acceptance of the unit. LHA will apply the \$50 toward the Security Deposit and rent due at initial occupancy. For Burke Plaza and New 32 units LHA will not require payment of a \$50 deposit to hold the unit.

**PART V
OCCUPANCY STANDARDS**

- A. Occupancy Table - HUD-Subsidized Units. In order to promote efficient and economical use of scarce public housing resources, LHA will use the following guidelines to determine the unit size required to accommodate a family of a given size:

<u>Number of Bedrooms</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	4	8
5	5	10

- B. Room Limits. Generally two people are expected to share a bedroom. LHA will assign unit sizes so as not to require use of the living room for sleeping purposes. LHA will assign unit sizes so that no more than two persons are required to sleep in any bedroom.
- C. Family Composition. LHA will consider the number, relationship, age, gender, health, and disability of the members of the family when determining the appropriate unit size for which a family qualifies. However it is the family's choice who shares which rooms. LHA will determine appropriate unit sizes according to the following criteria:
- Two Children of the same sex and less than five years difference in age qualify for a single bedroom.
 - Children with at least five years difference in age may qualify for separate bedrooms.
 - Children of the opposite sex may qualify for separate bedrooms.
 - Spouses, Co-heads, or two adults living in a consensual family relationship qualify for one bedroom.
 - Other adults of the opposite sex may qualify for separate bedrooms.
 - Two Adults of the same sex qualify for one bedroom, unless there is a generational difference between the adults (e.g. Mother/Daughter).
 - Live-in Aides may qualify for separate bedrooms.
 - Within the limitations of the these criteria and the Occupancy Table, LHA will provide families the opportunity to make their own assessment of whether persons of the opposite sex, persons of different generations, and unrelated adults need separate bedrooms.
- D. Determining Family Size. LHA will consider every member of a family reasonably expected to live in the unit. If a family member is pregnant, the unborn child will be considered a member of the family for the purpose of determining the appropriate unit size. If the family has verified custody arrangements of at least 50%, then they can be considered a member of the family provided that the child is not already claimed as a family member in any other household receiving housing subsidy and another party does not have the right to claim subsidy via a court order. LHA will count children temporarily absent from the home due to foster care as long as

reunification is verifiable. Students who live out of town, but return home for 3 months per year will be considered a member to the family.

- E. Waivers. LHA may waive the standards to accommodate a person's disability. LHA may also waive the standards when a vacancy problem exists by temporarily assigning a family to a larger size unit than is required. LHA will transfer such a family to the proper size unit as soon as one becomes available, or when the larger unit can be rented to a qualified family. When considering waivers, LHA will consider the size of the unit, the size of the bedrooms, the number of bedrooms, and the number and age of the proposed occupants.
- F. Single Persons. LHA will not assign a single person living alone, who does not qualify as elderly or disabled, to a unit larger than one bedroom unless the person can present a compelling need that requires LHA to provide a larger unit.
- G. Qualifying for More than One Unit Size. In some instances a family may qualify for more than one size of unit. In such cases LHA will allow the family to choose a preferred unit size and be placed on the waiting list for that size unit.
- H. Conventional Units and Tax Credit Units. LHA will abide by the above Table to determine the maximum number of occupants for conventional units at Arnold Heights, Heritage Square, and Northwood Terrace, Lynn Creek and for units at Wood Bridge, Summer Hill, Prairie Crossing, Sunny Ridge and Crossroads House unless the city code imposes a more restrictive requirement. To Qualify applicants for 3 bedroom Tax Credit Units at Wood Bridge, Prairie Crossing, Summer Hill and Sunny Ridge, LHA will apply the Occupancy Guidelines in this Section. LHA will not otherwise restrict an eligible applicant's housing choice regarding the size of a conventional unit.

PART VI
LEASING PROCEDURES

- A. Current Lease. Prior to admission, LHA will execute a lease with all adult members of the family. LHA will not admit a family to a unit until it has executed a lease for that unit. LHA will ensure that the lease is current at all times and is compatible with LHA policies and local, state, and federal law. LHA uses the following leases for its various programs:

Conventional - Arnold Heights, Northwood Terrace, Lynn Creek, and Heritage Square
Mahoney Manor
Public Housing Family - Scattered Sites
Section 8 New Construction - Burke Plaza and New 32
Lease - Purchase Agreement
Wood Bridge - Tax Credit Apartments
Wood Bridge - Market Rate Apartments
Crossroads House Apartments
Summer Hill - Tax Credit
Summer Hill - Market Rate
Summer Hill - Reduced Rent
Prairie Crossing - Tax Credit
Prairie Crossing - Market Rent
Sunny Ridge - Tax Credit

- B. Legal Age. LHA will execute a lease only with persons who are capable under state law of entering into a legal contract.
- C. Security Deposit. Prior to admission, LHA will require the family to pay a security deposit.
- D. Move-in Packet. LHA will provide each new tenant with a Move-in Packet. The packet will contain a copy of the Dwelling Lease, the Resident Handbook, Grievance Procedures for Public Housing units, the schedule of standard charges for tenant damages, and other information pertinent to that unit or required under the particular program.
- E. Change in Family Composition. Any change in family composition will require an addendum to the lease. Any additional adult member of the household must be approved by LHA using the same eligibility criteria as used for new applicants. Additions of adult members of the household will require a \$35 administrative fee. LHA will waive the fee for HUD-Subsidized units.
- F. Addendum. When determined necessary by LHA, it will attach addendum to the lease of a particular family. Examples of such addendum:
1. Change in Family Composition - Any change in family composition will require an addendum to the lease adding or subtracting a particular party.
 2. Accessible Units - If a family moves into a unit with special accessibility features and the family does not require those features, LHA will add an addendum to the lease whereby the family agrees to transfer if LHA requires the unit to house

someone needing those features.

3. Live-in Aides - If a tenant/applicant requires a live-in aide, LHA will require the tenant and applicant to sign an Live-in Aide request in which the aide agrees to follow LHA rules and acknowledges no right of tenancy. If approved, LHA will attach the request to the lease as an addendum.
 4. Repayment Agreement - If a tenant/applicant owes LHA money and LHA agrees to a repayment agreement, LHA will attach an addendum in which the tenant agrees to abide by the agreement as a condition of tenancy.
- G. Utilities. Prior to executing the lease the prospective tenant must have all tenant-paid utilities in their name.
- H. Failure to Lease Unit. If a prospective tenant accepts and later declines the unit without good cause, LHA will drop the applicant from the respective waiting list, and the applicant will forfeit the \$50 holding deposit. Good cause means an Allowable Refusal as described in the One Offer policy. Good cause does not include inability to pay security deposit, prorated rent or get utility service.
- I. Smoke-Free Properties. LHA has established Smoke-Free policies for Mahoney Manor, Burke Plaza, Crossroads House, Lynn Creek, Wood Bridge, Summer Hill, Prairie Crossing, New 32, and Public Housing-Scattered Site properties.

PART VII
MOVING TO WORK RENT POLICIES
PUBLIC HOUSING

Rent Schedule - Public Housing Units. LHA will calculate the amount of income, rent and other charges in accordance with the appropriate Federal Regulations except as detailed in this document for the Moving To Work Demonstration Program. The initial changes for the Moving To Work Program were effective July 1, 1999 for new admissions. For families in occupancy prior to July 1, 1999 the provisions took affect with the families next Annual Re-Examination beginning October 1, 1999. The Definitions section of this policy contains additional explanations of Total Tenant Payment, Annual Income, Adjusted Income, Utility Allowances, and Tenant Rent. LHA will not implement regulatory provisions related to the Earned Income Disregard income exclusion, imputed welfare income, or Flat Rents.

The following policies take effect for new admissions as of April 1, 2008 and annual re-certifications as of July 1, 2008.

1. Total Tenant Payment/Gross Family Contribution. In general the Total Tenant Payment (TTP) is based on Annual Income and is the higher of the following rounded to the nearest dollar:
 - a. 27 percent of monthly gross income (Annual Income divided by 12) with no income deductions;
 - b. \$50 Minimum Total Tenant Payment (The provision in Section VIII(A)(3) applies here also), or;
 - c. The Utility Allowance plus \$25 for the unit the tenant will occupy. The effect of this provision is to maintain a minimum Tenant Rent of \$25. This requirement will be waived if the head of household is disabled and has a current Social Security application pending.

2. Hardship Total Tenant Payment. Existing tenants who were under lease as of March 30, 2008, are eligible to be considered for the Hardship TTP. If at the tenants next annual re-certification on or after July 1, 2008, it is determined that the change to calculating TTP based on 27% of monthly gross income with no deductions will increase the tenants TTP by more than \$25, then LHA will limit the increase by utilizing the Hardship TTP.

To calculate the Hardship TTP, LHA will calculate the Monthly Adjusted Income using the household's current Annual Income minus the amount of pre-existing Deductions that were utilized at the last re-examination prior to July 1, 2008. The Hardship TTP will be calculated based on 30% of this Monthly Adjusted Income, plus an additional \$25 for each successive annual re-examination.

If a tenant qualifies for the initial Hardship TTP, then LHA will calculate successive Hardship TTPs by adding an additional \$25 at each annual re-examination until the Hardship TTP equals or exceeds the TTP calculated based on 27% of monthly gross income, at which point the tenant will no longer qualify for a Hardship TTP. Each year a tenant must self-certify that the previous deductions are reasonably the same or have increased. If the amount of deductions have decreased for a tenant (for example a family no longer pays day care), then a tenant will no longer qualify for

the Hardship TTP.

In no case shall the Hardship TTP be less than \$50 or the Tenant Rent be less than the \$25 minimum rent.

3. Public Housing Ceiling Rents. LHA has established Ceiling Rents for its Public Housing units. The Ceiling Rent is the maximum TTP LHA will charge a family for that unit. If the TTP calculated based on income is greater than the Ceiling Rent, LHA will use the Ceiling Rent as the TTP to determine the Tenant Rent. In that instance, the Ceiling Rent minus the Utility Allowance will be the Tenant Rent. LHA will not implement regulatory provisions for a Flat Rent. For the purpose of calculating rent for Mixed Families, LHA will use Ceiling Rents as the maximum rent. See Attachment One.
4. Utilities and Tenant Rents. LHA has established utility allowances for units in which the tenant pays some utilities directly. In general, the amount of rent LHA will charge for these units will be the Total Tenant Payment minus the Utility Allowance for the unit. If the amount of the Utility Allowance exceeds the Total Tenant Payment or if there is less the \$25 difference, than the amount of rent charged will be \$25. Under no circumstances will the tenant receive a utility reimbursement. For units in which LHA pays all utilities, the rent will be the Total Tenant Payment. LHA will review utility allowances annually and adjust them when utility rates have increased or decreased by at least 10%.
5. Annual Income. LHA will calculate Annual Income in accordance with Federal Regulations except for the following:
 - a. Minimum Earned Income. LHA will include a minimum amount of earned income when calculating Annual Income whether or not a family is working. The minimum amount of earned income for families with one eligible adult will be based on 25 hours per week of employment at the federal or state minimum wage, whichever is higher. The minimum amount of earned income for families with two or more eligible adult members will be based on 40 hours per week of employment at minimum wage. LHA will count the higher of the minimum earned income or the actual earned income for the household. The minimum earned income will be added to any unearned income the family receives. Eligible adults are persons 18 years of age or older who do not qualify for one the following exemptions. All adults in the household must be exempt in order for the household to be exempt from the minimum earned income requirements. LHA will exempt adults members of the family from the minimum earned income requirement if they meet the following criteria.
 1. A person who has an illness or injury serious enough to temporarily prevent entry into employment or training. As an example, a broken limb would not automatically qualify an individual from this exemption. An individual under doctor's orders for restricted activities following

surgery could be considered for a temporary exemption. Each exemption will be considered on an individual yet consistent basis. Exemptions for illness or injury of less than 30 days anticipated duration will not be given. The maximum duration of this exemption is one year. The exemption will continue beyond one year if the individual has a current application for Social Security disability and the decision is pending.

2. A person who is age 62 or older or disabled.
3. A person who is needed in the home on a continuous basis because of the illness or incapacity of another household member and no other appropriate member of the household is available to provide the needed care. Verification from a physician or licensed or certified psychologist is required. The illness or incapacity of the household member must be evaluated periodically, depending on the diagnosis and/or prognosis for recovery. LHA will verify this at each recertification.
4. A parent or needy caretaker relative of a child under the age of 12 weeks.
5. A pregnant woman beginning with the 3rd trimester (6th month) of pregnancy continuing through six weeks following the end of the pregnancy.
6. An individual who is participating in AmeriCorps, JobCorp, Senior Community Service Employment Program, or Vista.
7. A full-time student. A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. The school must be accredited by the Nebraska Department of Education and/or other acceptable accrediting agencies.
8. A participant in an approved Self-Sufficiency Program. An approved self-sufficiency program is one that has been reviewed by LHA and whose sponsoring agency has an agreement with LHA regarding their program. Self-sufficiency programs provided by agencies will be approved if they meet the following guidelines. The self-sufficiency plan must be part of an organized self-sufficiency program developed by the agency as part of the agency's ongoing efforts to support families in achieving self-sufficiency. The goal plans must be based on results of assessment and must list goals to be achieved and benchmarks and time lines; goals must be measurable and verifiable; realistic---within the control of the individual; adequate---contribute to the achievement of self-sufficiency; congruent with the individual's values; and time-limited. The self sufficiency plan must detail the responsibilities, roles, and expectations of the participant, the sponsoring agency and case manager, and other service providers. The self-sufficiency plan may be a flexible tool which allows for adjustments based on changes in external conditions or individual circumstances. There must be an established relationship the Lincoln Housing Authority and the sponsoring agencies of the self-sufficiency program to allow for the

exchange of information so that Lincoln Housing Authority can monitor the progress on self-sufficiency goals and objectives.

To be eligible for an exemption from the minimum earned income requirement, the individual must be fully enrolled in the self-sufficiency program and actively participating. They cannot be enrolled but inactive and cannot be under any sanction or probation with the self-sufficiency agency.

The following agencies offer self-sufficiency programs and have entered into agreements with and agreed to provide the individual self-sufficiency program plan to the housing authority.

- (a) Nebraska Health and Human Services - Employment First Program
- (b) City of Lincoln Urban Development Department-One Stop Employment * (Worker Training Programs)
- (c) Homeless Committee- Homeless voucher program
- (d) LHA Family Self Sufficiency Program
- (e) Lincoln Action Program*

*The individual or family self-sufficiency plan must be reviewed and approved by LHA on a case by case basis.

- b. Student Income. LHA will include all earned income in the calculation of Annual Income of full time students age 22 and older. These students will not be considered as dependents for the purpose of calculating annual and adjusted income.
- c. Earned Income Disregard. LHA will not implement federal regulations for these income exclusions.
- d. Imputed Welfare Income. LHA will not implement federal regulations for imputing welfare income under certain conditions.
- e. Special Needs Trust or ENABLE Accounts. Under the Moving to Work agreement, LHA will not implement federal regulations to include a Special Needs Trust or Nebraska ENABLE Accounts as an asset or income. A Special Needs Trust is a trust that is created under State Law for disabled persons who are not able to make financial decisions for themselves. Generally, the assets with the trust are not accessible to the beneficiary . If the income from the trust is paid to the beneficiary on a regular basis those payments will be excluded as income under the MTW policy. An ENABLE account was established by the State of Nebraska to give families with children or adults that have qualifying disabilities an opportunity to save money without jeopardizing their eligibility for other government benefits.
- f. LHA will exclude income received for participation in grant-funded research on the impact that income has on the development of children in low-income families, if the income has also been excluded by the State of Nebraska for use in determining eligibility for aid to dependent children. The exclusion shall not exceed \$4,000 per year for four years. The research income known as the

4MyBaby gift qualifies under this exemption.

6. Adjusted Income. Under MTW there are no deductions from Annual Income and therefore no Adjusted Income. Total Tenant Payment is calculated using Annual Income without adjustments. For the purpose of transition to the 27% rule with zero deductions, LHA has established a Hardship TTP based on an adjusted income that utilizes previously calculated deductions. See paragraph 2 of this section.

For the purpose of calculating the escrow amounts for families participating in the Family Self-Sufficiency program, LHA will use 90% of gross income as the current adjusted income. This is the equivalent of a standard 10% deduction from gross income and allows a family to earn escrow until the adjusted income is greater than the Very Low Income limit. This adjustment was made because LHA calculates total tenant payment at 27% of gross income, which is equivalent to a 10% standard deduction if calculating TTP using 30% of adjusted gross income.

7. Asset Income Calculation. Assets equal to or greater than \$5000: Households with total assets face value equal to or greater than \$5000 will be verified by tenant provided financial statements such as monthly, quarterly or year-end statements. Asset income will be calculated using face value multiplied by 2%. Asset income from life insurance policies will be calculated using cash value multiplied by 2%. Real Estate asset income will be calculated based on the equity value multiplied by 2%.

Rental Property Income. LHA will consider rental property owned by the applicant/participant as an asset and income will be calculated by using either 1) the actual income from the asset, or 2) the imputed asset income (face value of the property multiplied by 2%), whichever is greater.

Assets less than \$5000. Household with assets less than \$5000 will self-certify their assets with a written statement and all asset income will be excluded.

8. Verification Requirements. In addition to the asset verification requirement changes.

Earned income: Applicant and Participant provided pay statements such as pay stubs will be allowable verification in lieu of a third party verification from the employer. Three months pay statements is preferred. EIV will be used first, if available and participant provided pay statements are secondary.

Social Security Income: Applicant and Participants may provide their most recent Social Security statement or benefit letter issued by the Social Security Administration as acceptable verification if EIV verification is not available. This eliminates the requirement that the verification be dated no more than 60 days from the date of the interview for this income only.

Public Housing Conversion to Project Based Vouchers

LHA converted Mahoney Manor to Project Based Vouchers utilizing provisions of HUD's RAD program and plans to convert the Family Scattered Site Public Housing units to Project Based Vouchers utilizing provisions of the Section 18 program.

LHA will operate RAD PBV developments in accordance with the HUD RAD Agreement, the MTW Agreement, PIH Notice 2017-03 and the LHA's MTW Plan, including the provision that LHA will conduct inspections and determine rent reasonableness for these vouchers. LHA will calculate rent in the following way for tenants whose Total Tenant Payment (TTP) equals or exceeds the Gross Rent for the unit (Zero HAP tenants) in RAD developments.

Mahoney Manor. Both existing tenants (pre-RAD conversion) and new tenants (post-RAD conversion) will pay rent based on their TTP up to the Gross Rent for the unit. Zero HAP tenants will continue to pay the Gross Rent for the unit indefinitely until their income decreases or the Gross Rent increases to a point where they qualify for HAP again. A tenant's portion of rent will not increase above the RAD PBV Gross Rent for the unit.

Rent Phase-in/Hardship Policy: Current public housing ceiling rents are less than the anticipated gross rents at conversion. We have developed the following phase-in of potential rent increases for households whose TTP exceeds the 2018 public housing ceiling rents. At the first scheduled annual or biennial recertification following conversion, existing tenants at time of conversion will pay no more than the 2018 ceiling rent plus \$25.00. At the second scheduled annual or biennial recertification following conversion, existing tenants at time of conversion will pay no more than the 2018 ceiling rent plus \$50.00. At the third scheduled annual or biennial recertification following conversion, existing tenants at time of conversion will pay up to the gross rent at the time of the recertification.

Recertification Cycles: Upon conversion from public housing to project-based vouchers, the family's last public housing annual or interim income recertification will serve as the initial certification for the voucher program. The family will remain on the same annual or biennial review cycle and schedule. We plan to convert our 320 units of Public Housing to project-based voucher subsidy. The Average Utility Allowance will not be used for the 320 units under the RAD or Section 18 conversions. The converted PBV developments, Mahoney Manor and Family Scattered Sites, will have their own utility allowances.

The MTW Average Utility Allowance will not be used for the 320 units under the RAD or Section 18 conversions. Mahoney Manor will not have a utility allowance as all utilities are included in the rent. The converted Family Scattered Sites PBV development will have their own utility allowances.

PART VIII
SCHEDULE OF RENTS AND OTHER CHARGES

- A. Rent Schedule - New 32 and Burke Plaza units. LHA will calculate the amount of rent and other charges in accordance with the appropriate Federal Regulations. The Definitions section of this policy contains more detailed explanations of Total Tenant Payment, Annual Income, Adjusted Income, Utility Allowances, and Tenant Rent.
1. Total Tenant Payment/Gross Family Contribution. In general the Total Tenant Payment is based on Annual Income and is the higher of the following rounded to the nearest dollar:
 - a. 30 percent of monthly adjusted income (adjusted annual income divided by 12);
 - b. 10 percent of gross monthly income (annual income divided by 12); or
 - c. \$25 Minimum Rent
 2. Utilities and Tenant Rents. LHA has established utility allowances for units in which the tenant pays some utilities directly. In general, the amount of rent LHA will charge for these units will be the Total Tenant Payment minus the Utility Allowance for the unit. For units in which LHA pays all utilities, the rent will be the Total Tenant Payment. LHA will review utility allowances annually and adjust them when utility rates have increased or decreased by at least 10%.
 3. Minimum Rent Hardship. In cases where the application of the \$25 minimum Total Tenant Payment (TTP) results in a Tenant Rent greater than \$0, a family may qualify for a financial hardship exemption. If a family is unable to pay this minimum rent amount, it may request a financial hardship exemption. Upon request for a hardship LHA will suspend the \$25 minimum TTP beginning the month following the request until it determines if the family qualifies for a financial hardship and whether the hardship is temporary or long term. Financial hardships include the following situations:
 - When 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 a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
 - When the family would be evicted because it is unable to pay the minimum rent;
 - When the income of the family has decreased because of changed circumstances, including loss of employment;
 - When a death has occurred in the family's household within the last six months.
- B. Rent Schedule - Conventional Arnold Heights. See Attachment Two.

- C. Rent Schedule - Conventional Apartments. Heritage Square, Northwood Terrace and Lynn Creek. See Attachment Two.
- D. Rent Schedule - Wood Bridge. LHA will have two separate rent schedules for Wood Bridge: One for Tax Credit units and one for market rate units. See Attachment Five.
- E. Rent Schedule - Summer Hill. LHA will have two separate rent schedules for Summer Hill: One for Tax Credit and Reduced Rent units and one for market rate units. See Attachment Six.
- F. Rent Schedule - Prairie Crossing. LHA will have three rent schedules for Prairie Crossing: One for Tax Credit, one for Low and High HOME units and one for Market Rate units. See Attachment Seven.
- G. Rent Schedule - Crossroads House. See Attachment Three.
- H. Rent Schedule - Mahoney Manor. See Attachment Four.
- I. Rent Schedule - Sunny Ridge. See Attachment Eight.
- J. Security Deposit. LHA will require each tenant to pay a security deposit in the following amounts:

Public Housing -Family Scattered Sites	\$250
Mahoney Manor	\$250
Crossroads House	\$250
New 32	\$ 50 or Total Tenant Payment, whichever greater
Burke Plaza	One Month's Total Tenant Payment
Conventional	One Month's Rent
Tax Credit/Reduced Rent Units	One Month's Rent
Sunny Ridge	\$550

Following the tenant's move-out LHA may deduct certain charges from the security deposit. LHA will return the balance, if any, of the security deposit within fourteen days following a move-out inspection of the unit and receipt of a forwarding address where it can be mailed. LHA will deduct charges for the following, or otherwise in accordance with state law:

1. Any unpaid rent or other charges for which the tenant is liable.
2. Cleaning costs for the unit and appliances.
3. Damage which is not due to normal wear and tear.

- K. Pet Deposit. LHA allows pets in its Public Housing and New 32 Scattered Site units, Arnold Heights units, Mahoney Manor, Burke Plaza, and Crossroads House. LHA does not allow pets at Northwood Terrace, Heritage Square, Wood Bridge, Summer Hill, Prairie Crossing, and Sunny Ridge. LHA requires pet-owning tenants to pay an additional pet deposit to be used by management at the termination of tenant's lease toward reimbursement of the cost of repairing any damages to the dwelling unit caused by the pet. LHA will charge the pet deposit in accordance with its Pet Policy. LHA will not charge a deposit for an assistive animal (for example, a seeing eye dog).

- K. Additional Charges. From time to time LHA may find it necessary to assess additional charges for certain services or damages for which tenants are responsible. LHA will make all new tenants aware of these charges and provide them a copy of the standard charge sheet, LHA Form #99. As LHA updates the schedule, it will provide a 30 day notice of the new schedule of charges to all tenants.

PART IX
RENT COLLECTION POLICY

- A. Due Date. Rents are due and payable on or before the first day of each month.
- B. Notice of Lease Termination. After the fifth calendar day of each month LHA will send a Notice of Lease Termination to all tenants whose rents have not been paid in full. The Notice will conform with requirements of the tenant's lease and state and federal law when applicable.

The Notice will require the tenant to pay all unpaid rent and late fees within the following number of days or LHA will terminate the lease and initiate eviction procedures:

Conventional, Tax Credit & Reduced Rent units	7 days
Burke Plaza	10 days
New 32 units	10 days
Public Housing	14 days
Mahoney Manor	14 days

- C. Late Fees. LHA will assess the tenant a \$20 late fee if rent is not received by the fifth calendar day of the month.
- D. Non-Sufficient Funds. LHA will consider the receipt of a Non-Sufficient Funds (NSF) check as non-payment of rent. LHA will charge \$20 for any returned checks. LHA will treat NSF checks the same as non-payment of rent. LHA will allow one NSF check before putting the tenants account on a money order only basis. On the second offense, LHA will place the account on a money order only basis for six months. On the third offense, LHA will place the account on a money order only basis for the remaining tenancy. For Burke Plaza and New 32 tenants, LHA will charge the actual cost of bank charges incurred by LHA beginning with the 2nd NSF check and each time thereafter.
- E. Legal Proceedings. If LHA does not receive the rental payment within the required number of days specified in the Notice, the tenant has not vacated the premises, and the time period for a hearing - for HUD subsidized units only - has expired, LHA will initiate legal proceedings to recover possession of the dwelling unit.
- F. Extensions. LHA will consider a request for an extension due to hardship. Any request for an extension must be in writing, include an explanation of need, the exact date payment will be made, and be received at the LHA main office by the fifth calendar day of the month. LHA reserves the right to deny any request and to limit the number of extensions granted to any resident. The rent will still be considered late and the \$20.00 late fee will be assessed and must be included with the payment. Late payment of rent is a lease violation and will be reflected on your leasing records.

PART X
RE-EXAMINATION OF FAMILY INCOME AND COMPOSITION
HUD-SUBSIDIZED UNITS ONLY

- A. Annual Re-examinations. LHA will annually re-examine each tenant family's income and composition in order to determine the appropriate Total Tenant Payment and Tenant Rent to charge for the ensuing year. LHA will also determine if the unit size remains appropriate, review compliance with the Community Service Requirements for Public Housing, and review any other pertinent issues with the family.
1. Annual rent adjustments will be effective on the anniversary date of the family's lease. If the family's lease was effective on a day other than the first of the month, then the annual adjustment will be effective on the first day of the month of the anniversary date of the lease. LHA will make reasonable efforts to complete the process at least 30 days prior to that date in order to give each family adequate notice of any rent change. LHA will begin the process 90 days prior to the effective date of each family's annual rent adjustment. For Burke Plaza and New 32 tenants, LHA will begin the process 120 days prior to the effective date, in accordance with HUD Handbook 4350.3.
 2. LHA will require each household to complete and sign appropriate forms and documents to provide all data and information necessary to enable LHA to determine the appropriate Total Tenant Payment, Tenant Rent, and unit size for the family. In addition LHA will require the appropriate family members to sign authorizations for release of information, certifications, and other requisite forms in order to verify the information and complete the process. LHA will anticipate all known income to be received for a 12 month period after the effective date of the Annual Re-examination. If the tenant receives an increase in income after the Annual Re-examination meeting with LHA, LHA will not include the increase in its Annual Income calculation, as long as the increase was not known or anticipated by the client at the time of the meeting.
 3. In accordance with the above schedule, LHA will contact the family to schedule an appointment to complete the necessary paperwork and to begin the process. LHA will provide the family up to 2 notices to schedule an appointment. It is the family's responsibility to schedule an appointment and provide all necessary information for LHA to complete the re-examination within 60 days of the first notice. If the family does not respond, misses a scheduled appointment, or otherwise refuses to complete any part of the recertification process, LHA will send a 14/30 day notice to terminate the lease. A family's failure to respond and keep appointments may also result in less than a 30 day notice of rent changes. For Burke Plaza and New 32 tenants LHA will follow the process for 2nd and 3rd notices as required by HUD Handbook 4350.3.
 4. Public Housing Units and Mahoney Manor Only. For Public Housing Elderly or Disabled Families and Mahoney Manor, LHA will conduct the required Annual Re-examination as described above, every two years. LHA will implement this provision immediately for new move-ins and beginning with Annual Re-

examinations that would have been effective July 1, 2009. For Elderly or Disabled Families whose Annual Re-examinations were scheduled to be conducted with effective dates from July 1, 2009 to June 1, 2010, LHA will delay the Annual Re-examination to the following year, and conduct it every two years thereafter. (*Example #1:* LHA conducted the previous Annual Re-examination for an Elderly Family effective July 1, 2008. Therefore the next Annual would have been scheduled to be conducted with an effective date of July 1, 2009. LHA will delay this Annual until July 1, 2010, and then conduct the Annual every two years thereafter. *Example #2:* A Disabled Family moved into a Public Housing unit on March 15, 2009. The first Annual Re-examination would be effective for March 1, 2011, and continue every two years thereafter.) The provision in no way limits LHA from conducting interim re-examinations in accordance with its interim re-examination policy, and does not exempt Elderly or Disabled Families from reporting changes in household composition or other changes in between Annual Re-examinations as required in the interim re-examination policy.

B. Interim re-examinations. Under certain circumstances LHA will re-examine a family's income and/or composition between annual re-examinations. LHA will complete interim re-examinations at the participant's written request and when there is a household composition change. LHA will accept other forms of communication other than writing to accommodate a disability. LHA will perform interim re-examinations under the following circumstances:

1. Family Composition Changes:

The family must report in writing within thirty (30) calendar days all household composition changes that result in the removal of a household member. When a household member is removed, previously verified household income will be used to redetermine household income excluding the departed member. The family may request in writing, within thirty (30) calendar days, to have the household income and rent portion redetermined; in this case all household income must be re-verified. LHA will review eligibility requirements pertaining to the changes in adding or deleting a household member. LHA must review and approve eligibility of an additional person in the unit.

The family must obtain prior written approval from LHA for additional family members, before any new adult member occupies the unit. Prior approval is not required for additions by birth, adoption, or court-awarded custody; however, the family must inform LHA in writing within 30 calendar days. Requests by the family to add additional family members, other than by birth, adoption, marriage or court-awarded custody, will only be approved if they meet all other eligibility criteria. If the new family member added is 18 years of age or older, the income of the incoming household member will be added to the current household income for rent determination. If the new family member is under age 18, LHA will only verify and add to the household income any disability benefits, ADC benefits, child support payments or any other non-wage income related to the new family member. The family may request in writing, within thirty (30) calendar days, to have the household income and rent portion redetermined; in this case all household income must be re-verified. In addition, criminal activity, U.S. citizenship and/or eligible immigrant status must be declared and verified.

If the family composition change is not reported within the required time period or the family fails to provide documentation or signatures, it will be considered untimely reporting. Untimely reporting may result in the family being required to sign a repayment agreement or termination of the lease. Any additions not reported within the required time frames will be considered unauthorized household members.

2. The tenant family requests a rent review due to a decrease in family income or a change in other circumstances that would lower the rent payment. LHA will not lower rent for payments due to a temporary loss of income of one month (30 days) or less duration.

In Public Housing units only, if a family member has reduced or terminated employment, LHA will make the rent decrease effective 90 days after the month the decrease occurred or after all verifications are received, whichever is the latest. This 90 day re-employment rule applies to both new admissions and ongoing tenants. For new admission, we will include any income earned within 90 days of the new admission interview date. Hardship Provision: The 90 Day rule is not implemented if the employment income was reduced or terminated due the employer's reduction in workforce, or the previously employed family member is elderly, disabled, or qualifies for one of the Minimum Earned Income exemptions (found in Part VII, paragraph 5.a (1-7)) except the self-sufficiency exemption.

Temporary or Sporadic Employment: If a person works temporary or sporadic employment for the past 12 months, the LHA will anticipate the next 12 months earnings using the past income to reflect the future income. If the person has not been enrolled with temporary work on a consistent basis (less than 12 months) then LHA will anticipate the income on a quarterly basis, completing interims quarterly regardless of the increase or decrease of income.

3. LHA had calculated the current rental payment for a temporary time period, and planned an interim review. LHA will conduct an interim rent increase if it previously reduced the rent due to a temporary loss of income. For Example: A household member submits a doctor statement that they will not be able to work for 2 months. An interim was completed and two months rent reflected zero income. The third month will have another interim adding the employment income back into the TTP.. When possible LHA will issue concurrent notices on lowering the rent and one increasing the rent effective on predicted date the client returns to work.

Families who report zero income will be required to cooperate with quarterly income re-examinations.

4. There is a change in federal regulations requiring such a review.
5. LHA receives information that indicates the tenant has incorrectly or falsely reported the family's income or composition.

6. *For Burke Plaza and New 32 tenants.* There is an increase in the family's annual income for \$200 per month or greater. Tenants must report the change in the household's income. LHA will determine whether a re-examination is necessary.
7. *For Public Housing units.* Tenants are not required to report increases in income until the next Annual Review, and LHA will not perform an interim and increase rent until the next annual review except for the following circumstances.
 - LHA will conduct an interim review and adjust rent if there is a change in family composition. If the new family member is age 18 or older, all family income, including income from the new member, will be reviewed to determine the rent amount. If the new family member is age 17 or under, only the income for the new family member must be reported and reviewed to determine any change in rent amount.
 - LHA will conduct an interim review if the tenant no longer qualifies for an exemption from the Minimum Earned Income for any reason other than employment or successful completion or graduation from an approved self-sufficiency or education program. For example, if a tenant is terminated from a self-sufficiency program for failure to cooperate with program guidelines, LHA will conduct an interim review to include Minimum Earned Income in the calculation of Annual Income. If a tenant successfully completes an approved self-sufficiency program or graduates from an education program, the MEI exemption and tenant income will not be re-examined until the next annual re-examination.
 - LHA will conduct an interim rent increase if it previously reduced the rent due to a temporary loss of income. For example if a pregnant client's rent was decreased due to a work stoppage and loss of income, LHA will increase rent up to its previous level when the client starts working again. When possible LHA will issue concurrent notices - one lowering rent and one increasing rent effective on the predicted date of the clients return to work.
 - LHA will conduct quarterly interim reviews and adjust rent for income increases for families who report zero income.

C. Reporting Deadline. LHA requires tenants to report changes in family composition within 30 days of the change. Burke Plaza and New 32 tenants are required to report increases in income of \$200 per month or greater within 30 days of the change. Public Housing tenants are not required to report income changes until the next Annual Re-examination unless the change is due to a change in family composition.

D. Interim Rent Adjustments. LHA will issue a Notice of Rent Adjustment informing the family of any change in the family's rent resulting from an interim re-examination. The rent will remain in effect until the next annual re-examination or until circumstances occur that warrant an interim rent review. LHA will attempt to give the family at least 30 days notice of any rent increase. However, if the family fails to fully cooperate with the review process, fails to provide required information on a timely basis, fails to respond to notices to schedule a review meeting or misses an appointment, LHA may provide less than 30 days notice. LHA will charge retroactive rent if the participant fails to report changes in writing within the required time frames. LHA will make decreases in tenant rent effective the month after LHA receives adequate verification of the change. In Public Housing

units, if a family member has terminated employment, LHA will make the rent decrease effective 90 days after the month the decrease occurred or after all verifications are received, whichever is the latest.

- E. Incorrect Unit Size. If LHA determines that the size or composition of a family has changed and that the unit occupied by the family is no longer suitable according LHA's Occupancy Standards, LHA will transfer tenants to another dwelling unit in accordance with the Transfer Policy. If LHA does not own or operate units of the appropriate size, LHA may terminate the family's lease in accordance with the Lease Termination section of this policy or waive its occupancy standards. LHA will attempt to provide the family assistance in locating another unit, including referrals to other rental assistance programs.
- F. Misrepresentations. If LHA determines that a tenant intentionally or deliberately misrepresented or otherwise incorrectly reported income, assets, deductions, family composition, or other information upon which the rent and unit size and type are based, LHA will determine the amount of rent that should have been charged and attempt to collect the amount owed. If the family repays the amounts owed and/or moves to the appropriate size or type of unit, LHA may allow a tenant family to remain in tenancy. Otherwise LHA will terminate the tenant's lease in accordance with the Lease Terminations section of this policy. At its sole discretion LHA may allow a family to enter into a repayment agreement to pay off their debt over a specified period of time. The participant/applicant must cooperate with the Program Integrity program to assist with obtaining accurate information to determine program eligibility. Should the participant fail to cooperate in obtaining the requested information, the household would be terminated and would not be approved for assistance until cooperation with the Program Integrity is satisfied. If LHA terminates tenancy for failure to cooperate or for fraud or other misrepresentations, the tenant is ineligible to be placed on any LHA housing program for at least 3 years., and must repay in full any amounts owed prior to being eligible for the waiting list.
- G. Temporary/Extended Absence. LHA policy for temporary absence of household members depends on whether the family member is an adult or child and whether the household member is the only adult or sole member of the household. The family will need to declare in writing to LHA when a family member is temporarily absent from the household. LHA will accept other forms of communication other than writing to accommodate a disability. LHA will advise the family of their options and how it affects the rent and unit size. LHA distinguishes between absence and abandonment. This policy for absence assumes tenant continues to pay rent and comply with the lease terms and rules of occupancy.
1. Children/Dependents
 - (a) Children in Foster Care. If the children are removed from their parent's home due to neglect or abuse, the child(ren) will remain a member of the tenant family as long as a reunification plan is in place with the local social service agency. Otherwise they will not be counted as part of the household. LHA will obtain verification from the local social service agency.
 - (b) Dependent Student (other than head or spouse): A student who attends school away from home, but lives with the family during recesses, may be considered

- either temporarily absent (first \$480 of income counted and on lease) or permanently absent (income not counted, not on lease) at the family's option.
- (c) Joint Custody of Children: Children who are subject to a joint custody agreement but live in the unit at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year and do not have to be consecutive. The determination of joint custody will be made based on a court order or a signed agreement by both parents.

2. Single Parent/Adult Households. When a single parent will be absent for an extended period, LHA will allow another adult to move into the household to care for the children. LHA will continue assistance for up to 60 days, as long as the family continues to meet the definition of family and the other adult meets all other eligibility requirements. The single parent must not be absent from the unit more than 60 days unless it is for medical reasons. A single parent may be absent from the unit for up to 180 days for medical reasons. When the single parent is required to be on an extended absence, a responsible adult must be present to supervise the children and the dwelling unit. At LHA's discretion the other adult may be added as a member of the household in order to allow the family to continue receiving assistance. Incarcerations and vacations longer than 60 days are not considered reasonable cause for the head of the household to be absent from the unit, and they will be considered permanently absent from the unit after 60 days.

3. Two or More Adult Households.

- a. Head of the Household may not be absent from household for more than 60 continuous days without reasonable cause. Incarcerations and vacations longer than 60 days are not considered reasonable cause for the head of the household to be absent from the unit, and they will be considered permanently absent from the unit after 60 days.
- b. Absence by other Adult. LHA will consider an adult to be temporarily absent, and not permanently absent, from the household, if the person intends or reasonably can be expected to return when the purpose of the absence has been accomplished. For example, if a family member is working out of town, but will return to the household to live when the work is completed, this family member would still be considered a part of the household as a temporarily absent household member. Incarcerations and vacations longer than 60 days are not considered reasonable cause for any adult of the household to be absent from the unit, and they will be considered permanently absent from the unit after 60 days.
- c. Absence by all adults. The adult members of the household cannot be absent for more than 60 continuous days without reasonable cause. Incarcerations and vacations longer than 60 days are not considered reasonable cause for any adult of the household to be absent from the unit, and they will be considered permanently absent from the unit after 60 days. If the adult members must leave the household for more than 60 days, the unit will not be considered to be their principle place of residence and the lease will be terminated.

4. Sole member of the Household. The sole member of the household cannot be absent for more than 60 continuous days. Incarcerations and vacations longer than 60 days are not considered reasonable cause for any adult of the household to be absent from the unit, and they will be considered permanently absent from the unit after 60 days. If the sole member must leave the household for more than 60 days, the unit will not be considered to be their principle place of residence and the lease will be terminated, unless the absence is due to medical reasons. A sole member may be absent from the unit for up to 180 continuous days for medical reasons. If the sole member must leave the household to go to the hospital or nursing home, LHA will seek advice from a reliable medical source as to the likelihood and timing of their return. If the medical source informs LHA that they will be permanently confined to a nursing home, they will be considered permanently absent. The length of stay cannot exceed 180 days before LHA will consider the absence permanent.

If the sole member must be absent from the unit to attend to the needs of an ailing family member, the sole member must not be absent from their unit for more than 60 continuous days to be considered temporarily absent.

- H. Permanent Absences. The family must report in writing to LHA to declare a family member permanently absent from the household. LHA will accept other forms of communication other than writing to accommodate a disability.

1. Spouse and other Adult members. If the spouse or other adult member leaves, and the family declares in writing that the spouse or other member is permanently absent, LHA will require verification of the move before it will consider them permanently absent and remove them from the lease. LHA will consider a person permanently absent if one of the following is provided:
 1. Divorce or legal separation.
 2. Lease in their name at another location.
 3. Utility bills or other appropriate documentation in their name proving residence at another location.
 4. Statements from other agencies such as Health and Human Services.
 5. Protection or Restraining Order obtained by one family member against another.
 6. Proof of incarceration.
 7. At LHA discretion, a written statement from the family with a forwarding address.
2. Military (adult child): If an adult child goes into the military and leaves the household, he/she will be determined permanently absent.
3. Children. Children (age 17 and under) will be considered permanently absent as reported by the Head of Household.

- I. Public Housing - Over Income.

In accordance with HOTMA: Housing Opportunity Through Modernization Act of 2016. Families that have an income that exceeds the applicable income limit (120% of the area median income) for two consecutive years will have their tenancy terminated within six

months of the second income determination. LHA shall notify the family of the potential termination after one year of the family's income exceeding the over-income limit. The two year time limit will begin with a tenant's next annual review that is effective on or after April 1, 2019.

PART XI
ANNUAL RECERTIFICATION
TAX CREDIT & REDUCED RENT UNITS

LHA will annually re-certify the income of households occupying units subject to the requirements of the Low Income Housing Tax Credit Program. LHA will determine whether the household's income still meets the requirements of the Tax Credit program. For Wood Bridge, Summer Hill, Sunny Ridge and Crossroads Housing, LHA will comply with the Post Year 15 compliance requirements as issued by the Nebraska Investment Finance Authority (NIFA), which may not require Annual Re-certifications. For Tax Credit and Reduced Rent tenants who are also Section 8 tenants, LHA will utilize the annual Section 8 review to fulfill the requirements of the Tax Credit recertification. Although LHA will utilize the annual Section 8 review, LHA will not utilize or act upon changes reflected by interim Section 8 reviews. For the purpose of the Tax Credit program, LHA will require families to report only changes in household composition or student status between annual recertifications, and will act as necessary to maintain occupancy standards and compliance with the Tax Credit program.

For Tax Credit and Reduced Rent units in the Wood Bridge, Summer Hill and Prairie Crossing developments, if the households income exceeds 140% of the initial qualifying income (60% of median), LHA will require the family to vacate the unit or transfer to a market rate rental unit as necessary to keep the mix of market and tax credit/Reduced Rent units as planned and not to adversely affect the tax credit Applicable Fraction.

PART XII
VERIFICATION OF APPLICANT'S STATEMENTS AND INCOME

A. Scope of Verification. LHA will verify all information affecting an applicant family's eligibility, selection preferences, rent calculations, and required unit size and type prior to admitting the family into its HUD-subsidized units or Tax Credit units. This may include the following:

1. Age
2. Assets
3. Child Care expenses
4. Citizenship/ Immigration Status (if born outside the US)
5. Dependent Allowance
6. Disability assistance expenses
7. Disability status
8. Familial status
9. Family circumstances
10. Income (inclusions and exclusions)
11. Legal identity
12. Medical expenses
13. Preference status
14. Social Security numbers
15. Unit size
16. Zero income status
17. Full-time Student status.

These verifications will occur no more than sixty (60) days prior to the offer of a unit, and no more than 60 days prior notification of rent change at annual and interim re-examinations. Permanent verifications must only be verified once, e.g. Social Security numbers.

B. **Methods of Verification:** LHA will verify in accordance to the federal regulations and LHA procedures. LHA prefers to independently verify information. However, LHA recognizes this may not always be possible, thus LHA will observe the following preferred order of verification:

1. **Up front Income Verification:** As available by HUD, up front income verification through computer matching will be used to verify wages, unemployment, TANF, and Social Security Benefits.
2. **Third Party:** LHA will first attempt to obtain written third party verifications of information. LHA will require applicants to sign authorizations for the release of information to enable LHA to obtain such verifications. LHA will send verification forms directly to employers, banks, social service agencies and others in order to receive an accurate third party verification. LHA's written inquiries will state the purpose of the inquiry and include the applicant/participant's authorization to release information. LHA will strongly encourage parties to respond in writing, but will accept oral verification from a third party source if a written response is not possible.

LHA will document all attempts to obtain written and oral third party verifications before moving to the next level of verifications.

Computer verification will serve as a third party verification where allowed by HUD and/or state or local agencies. Computer printouts are acceptable.

3. **Family Documentation:** If third party verification is not possible, LHA may accept documentation supplied by the applicant. All documents will be photocopied. If photocopying is not allowed for a particular piece of documentation, then LHA will be required to make a notation in the file regarding the document which was viewed.
4. **Family Certification:** Under limited circumstances, if the nature of the information cannot be documented or independently verified, LHA may accept a certification from the family by submitting a statement in writing. LHA will use its best judgement to determine whether the family should be able to provide documentation of certain information.
5. **Release of Information:** Families will be required to sign HUD form 9886, Authorization for Release of Information/Privacy Act Notice and other appropriate forms of verification not covered under the HUD form 9886. The signatures should be updated at each annual re-examination. Family refusal to cooperate with the required verification system will result in denial or termination.

C. **Acceptable Forms of Verification:** The verifications are listed in the order of most to least preferable form of verification. LHA will attempt to obtain the "most" preferable form of verification.

Income and Assets:

1. **Alimony or Child Support Payments:**
 - (a) Copy of separation or settlement agreement or divorce decree stating amount and type of support and payment schedules.
 - (b) Statement of the party responsible to enforce the payments indicating a record of payment history.
 - (c) A letter from the person paying the support.
 - (d) A copy of the latest check. LHA must record the date, amount and number of the check.
 - (e) Child Support/Alimony certification statement.
 - (f) Household's signed statement.
2. **Assets Disposed:**
 - (a) Family's certification as to whether any member disposed of assets for less than fair market value during the two years preceding the effective date of the certification/re-certification.
and/or
 - (b) If the family disposed of assets for less than fair market value, a certification that shows:

- (i) All assets disposed of for less than FMV;
 - (ii) Date assets were disposed;
 - (iii) Amount family received; and
 - (iv) The asset's market value at the time of disposition.
3. **Assets (Net Current & Non-Liquid):** Collect enough information to determine the current cash value. For Public Housing under MTW, only assets equal to or more than \$5,000 face value require verification beyond self-certification. Assets of less than \$5,000 are verified with self-certification by the household.

Non-MTW policy requires enough information is collected to determine the cash value of the asset and actual income. When net family assets are \$5,000 or less, then actual income from the asset is used. When total net family assets are more than \$5,000, the greater of actual asset income or a LHA identified passbook savings rate multiplied by the asset cash value is used.

- (a) Verification forms, letters or documents from a financial institution.
 - (b) Passbooks, checking account statements, certificates of deposit, bonds or financial statements.
 - (c) Quotes from stock broker or real estate agent.
 - (d) Real estate tax statements at current market value.
 - (e) Copies of closing documents.
 - (f) Appraisals.
 - (g) Family's notarized statements.
4. **Employment:** Verification from the employer will include the pay frequency, effective date of the last pay increase, probability and effective date of any increase during the next 12 months.
- (a) Employment verification form completed by the employer.
 - (b) Check stubs or earning statements showing the employee's gross pay per pay period or year-to-date earnings. Check stubs or earning statements must be current and represent a minimum of 30 days employment unless the participant recently started employment and has not worked a full 30 days.
 - (c) W-2 forms plus tax return forms.

Employment for Public Housing under MTW:

- (a) Check stubs or earning statements showing the employee's gross pay per pay period or year-to-date earnings. Check stubs or earning statements must be current and represent a minimum of 30 days (preferably 3 months) employment unless the participant recently started employment and has not worked a full 30 days.
 - (b) W-2 forms plus tax return forms.
 - (c) Employment verification form completed by the employer
5. **Interest Income and Dividends:**
- (a) Account statements, passbooks, etc., providing enough information and signed by the financial institution.

- (b) Brokers' quarterly statements showing the value of the stocks or bonds and the earnings credited the applicant.
 - (c) An IRS form 1099.
6. **Interest from the sale of real property pursuant to purchase money mortgage, installment sales contract or similar arrangement:**
- (a) A letter from the accountant, attorney, real estate broker, the buyer or financial institution stating the interest due for the next 12 months.
 - (b) Amortization schedule showing the interest for the 12 months following the effective date.
 - (c) A copy of the check paid by the buyer to the applicant is **not** sufficient.
7. **Rental Income:**
- (a) IRS 1040 with Schedule E.
 - (b) Copies of latest rent checks, leases or utility bills.
 - (c) Documentation of family's income and expenses in renting the property which includes expense and income receipts.
 - (d) Lessee's written statement identifying monthly payments due the family and family affidavit to net income.
8. **Recurring Gifts:**
- (a) Notarized statement signed by the person providing the gifts. Must give the purpose, dates and value of the gift(s).
 - (b) Family notarized statement that provides the same information indicated above.
9. **Self-Employment (Net Income from a Business):** The following documents will reflect the prior year's income, but LHA must consult with the participant/applicant on the estimated income due for the next 12 months.
- (a) IRS Tax Return, form 1040 and any schedules © - Small Business, E - Rental Property and F- Farm Income).
 - (b) Accountant's calculation of depreciation expense computed using straight-line depreciation rules.
 - (c) Financial statements of the business.
 - (d) Loan application listing income derived from the business during the previous 12 months.
 - (e) Applicant's accounting statements as to the net income realized from the business during the previous years.
10. **Social Security, Pensions, Disability and Unemployment Income:**
- (a) Computer links.
 - (b) Benefit verification form completed by the agency providing the benefits.
 - (c) Award or benefit notification letters.
11. **Welfare:**
- (a) Records obtained via LHA's computer link or directly from the Department of Health and Human Services.

12. **Zero income Status:** Families reporting no income or unrealistically low income will be required to sign an affidavit of unemployment, zero income affidavit and/or “survival” statement.

Deductions:

For Public Housing under MTW, effective April 1, 2008 all deductions except deductions provided under the Hardship TTP will be eliminated according to the MTW policy changes. Under the Hardship TTP the household will provide a written statement regarding the previous allowable deductions describing if they have remained the same, or are expected to increase.

13. **Age (to verify elderly & dependents):**

- (a) Birth Certificate;
- (b) Naturalization and Immigration papers;
- (c) US passport;
- (d) Hospital record of birth
- (e) Baptismal record;
- (f) Driver’s license;
- (g) Government issued identification;
- (h) School records;
- (i) Health records (i.e. immunization);
- (j) Medical papers or statements;
- (k) Military service papers;
- (l) Written verification from social services agencies;
- (m) Insurance records
- (n) Newspaper records;
- (o) Family bible records;
- (p) Written family statements.

14. **Child Care Expenses:**

- (a) Written verification from the person who received the payments. The verification should include the Federal ID number or Social Security number, name, phone number of the child care provider, name of each child, number of hours, days of the week and the amount charged for each child.
- (b) Family certification on the payments which have been made or reimbursed by outside sources.

15. **Dependent Deductions:**

In addition to receiving verification of “age”, LHA must provide verification of family relationship. The following verifications may be used for relationship status to the head of the household.

- (a) Birth Certificate;
- (b) Naturalization and Immigration papers;

- (c) US passport;
- (d) Hospital record of birth
- (e) Baptismal record;
- (f) Government issued Identification;
- (g) School records;
- (h) Health records (immunization records);
- (i) Medical papers or statements;
- (j) written verifications from social services agencies
- (k) Insurance records
- (l) Newspaper records;
- (m) Family bible records;
- (n) Written family statements
- (o) Signed LHA Personal Declaration or Application.

16. Medical Expenses:

- (a) Written verification by a doctor, hospital or clinic personnel, dentist, pharmacist, etc. The verification will include estimated medical costs to be incurred by the family and/or regular payments due on medical bills, and verification should state which of the medical expenses will be reimbursed by Insurance or another agency.
- (b) Insurance company's or employer's written verification of health Insurance premiums to be paid by the family.
- (c) Social Security Administration's written verification of Medicare premiums to be paid by the family in the next 12 months.
- (d) For Attendant Care: Doctor's certification the assistance of the attendant is medically necessary; attendant's written verification of the hours provided, the amount and frequency of payments, and the family's certification as declaring if any of the payments have been paid or will be paid by an outside source.

NOTE: *When using the verifications below, the client must complete the Medical Expense declaration form to accommodate the following verifications.*

- (e) Receipts, canceled checks or pay stubs which indicate health Insurance premiums, medical and/or Insurance expenses to be incurred over the next 12 months.
- (f) Copies of payment agreements with medical facilities or canceled checks verifying payments to be made on outstanding medical bills that will continue into the next 12 months.
- (g) Receipts or other record of medical expenses incurred during the past 12 months that can be used to anticipate the future medical expenses. LHA may use this approach for general medical expenses such as non-prescription drugs and regular visits to a doctor or dentist, but not for one-time recurring expenses from the previous year. LHA may use a form letter to submit to the physician to verify any future medical need including prescribed services, prescriptions and non-prescription items.

- (h) Mileage: LHA will use mileage at the rate approved for LHA or cab receipts with to/from addresses listed for verification of the cost of transportation directly related to a medical treatment.
- (i)

15. **Assistance to the Disabled:** Attendant Care, Auxiliary Apparatus, etc.

- (a) Written certification from the doctor or rehabilitation agency the disabled person requires services of an attendant, or the use of auxiliary apparatus to permit the disabled person to be employed or to function sufficiently and independently to enable another family member to be employed.
- (b) Family's written certification as to whether or not they receive reimbursement for any expenses and the amount reimbursed.
- (c) Refer to medical expenses above for verification requirements of the expenses.

Miscellaneous:

16. **Citizenship or National Status:**

- (a) Individuals born outside of the United States—a birth certificate, U.S. Passport, or naturalization papers; and
- (b) Signed declaration of 214 status provided by the family for each household member and a copy of the Social Security card.
- (c) Non-citizens in eligible immigration status—provide USCIS card or documentation containing an alien registration number and a signed verification consent form. Eligibility will be verified through the U.S. Department of Homeland Security's SAVE program in accordance with HUD requirements.

17. **Full Time Student Status:**

- (a) Written verification from the registrars' office or appropriate school official.
- (b) School record indicating enrollment for sufficient number of credits to be considered a full-time student by the school.

18. **Medical Need for Larger Unit:**

- (a) A medical source must provide a written certification there is a need to provide a larger unit as a reasonable accommodation for a disability.

19. **Certification of Domestic Violence, Dating Violence or Stalking:**

A family member must complete and submit form HUD-5382 or information provided in lieu of the certification within 14 business days of receiving a written request by LHA. If this information conflicts with other existing information, LHA will also request additional third party documentation to confirm the certification. Verification may include but is not limited to:

- 1. A Federal, State, tribal territorial or local police or court record; or
- 2. Documentation signed by an employee, agent or volunteer service provider, an attorney or medical profession whom the victim has sought assistance in addressing the violence issues.

If the victim does not provide complete a complete and accurate certification within 14 business days or request an extension from LHA, none of the protections afforded to victims of domestic violence, dating violence or stalking shall apply.

20. Child Custody

Child custody may be verified by one of the following:

- Court ordered custody document
 - For children in out-of-home foster care, Department of Health and Human Services (DHHS) verification of placement that shows reunification plan is required.
 - For tenants serving as foster parents, DHHS verification of placement is required.
- Divorce decree showing custodial arrangements
- Child support order
- Other verifications to be determined including student profile record from school or self-certification from custodial parent.

PART XIII
LEASE TERMINATIONS

- A. Tenant Termination. The tenant may terminate the lease by providing a written notice to LHA in the accordance with the lease agreement.
- B. LHA Termination - Conventional and Tax Credit Units. LHA will terminate or refuse to renew a tenants lease at its discretion in accordance with the lease and state law.
- C. LHA Termination - HUD Subsidized Units. LHA will terminate or refuse to renew the lease for serious or repeated violation of material items of the lease such as failure to make payments due under the lease, failure to fulfill the tenant obligations set forth in the lease, failure to comply with the Community Service Requirements, or for other good cause. Other good cause includes, but is not limited to: serious or repeated interference with the rights of other tenants or neighbors; serious or repeated damage to the leased premises; creation of physical or health hazards; failure of the tenant to use the dwelling unit as his principal place of residence; or failure to fulfill other tenant obligations set forth in the lease. If LHA terminates the lease, LHA shall provide written notice to the tenant as follows:
1. In accordance with the Rent Collection Policy in the case of failure to pay rent.
 2. A reasonable time considering the seriousness of the situation - but not to exceed 30 days - in a case where a tenant creates or maintains a threat constituting a serious and clear danger to the health or safety of other tenants or housing authority employees. A serious and clear danger shall include but not be limited to any of the following activities of the tenant or any other person on the premises with the consent of the tenant:
 - a. Physical assault or the threat of physical assault.
 - b. Illegal use of a firearm or other weapon or the threat to use an illegal firearm or other weapon.
 - c. Any "drug-related criminal activity."
 3. At least thirty (30) days prior to termination in all other cases. On a first offense, LHA will provide a 14 day period to remedy the tenant default.
- D. Drug-related, Violent or Other Criminal Activity. The U.S. Department of Housing and Urban Development requires housing authorities to provide a written policy concerning when a lease will be terminated for drug-related criminal activity, alcohol abuse, violent criminal activity, or other criminal activity. In determining whether to terminate the lease of a family LHA will rely upon background checks of all household members including, but not limited to police reports, newspaper and other media reports, and past history with any housing authority or landlord. The existence of the following behaviors by any household member or guest, regardless of the tenant's knowledge of the behavior shall be grounds for denial or termination of assistance. LHA may terminate a lease for such behaviors regardless of arrest or conviction

status. The term “arrest” in this policy refers to any arrest, citation, ticket, fine, charge, or conviction by any enforcement authority. An arrest record without a criminal charge, conviction, or other imposed penalty on criminal activity will not be LHA’s sole basis for terminating a lease. If a tenant has pending criminal charges on a disqualifying criminal activity, LHA will try to obtain more information to determine whether an individual engaged in a disqualifying criminal activity. LHA can use other evidence such as police reports detailing the circumstances of the arrest, witness statements and other relevant documentation to make the decision that a disqualifying conduct occurred.

The Lincoln Housing Authority will terminate the lease of tenants in accordance with HUD’s rules and regulations, for the following conduct:

1. **Drug-Related Criminal Activity:** The sale or use of illicit drugs has consequences that negatively affect the lives of family members, neighbors and the Lincoln community as a whole. The negative consequences include a strong correlation with acts of violence committed against innocent people, which damage the lives of families affected by drug use and effectively end the household’s ability to become self-sufficient.
 - a. Lease Termination. LHA will terminate the lease when any family or household member is currently engaged in or has within the previous three years engaged in any drug-related activity regardless of arrest or conviction status. LHA will terminate the lease for any household or household member engaged in drug-related activity on or off the assisted premises.
 - b. Treatment. If the household member has been arrested for a drug-related criminal activity involving use or possession, but not production, manufacture, or sale, the lease will not be terminated if the household member is no longer engaging in any drug activity and is actively participating in a supervised drug treatment program approved by LHA within sixty (60) days of LHA’s notification to the head of household of drug-related criminal activity. Failure to actively participate in or complete the drug treatment program successfully will result in termination of the lease for the entire household.
 - c. Guests. LHA will terminate the lease for drug-related criminal activity in or near the participant’s unit when the crime is committed by a guest, or other persons who is under the control of a member of the household. This provision will not apply if (a) the head of household has called a law enforcement agency to report or turn in their guests or other persons under the participant’s control for having engaged in a drug-related criminal activity on or near the participant’s residence, and (b) an arrest is made of the guest or other person under the participant’s control without arresting or citing the participant or head of household.
 - d. Activity Reported by Household. If an assisted adult household member contacts a law enforcement agency specifically about drug use or drug possession by other adult members of the household on or off the premises, LHA will not terminate the lease if (a) the head of household reports the drug activity to LHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (b) the adult member arrested is removed from the premises within 60 days of notification by LHA; (c) the arrested household

member is removed from the lease for the unit; and (d) the head of household provides verifiable proof of the new residence by LHA's requested date. That person will be barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date they were removed from the lease. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

- e. Children over Age 18. If an adult household member, who is the child or grandchild of the head or co-head of household, engages in drug activity, but does not participate in or complete an approved supervised drug treatment program as described in paragraph 1(b) of this section, LHA will terminate the lease unless all of the following circumstances are met: (a) the drug-related criminal activity involves only the use or possession, but not production, manufacture, or sale; (b) the activity occurs away from the assisted premises; (c) the head of household reports the drug activity to LHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (d) the offending adult member is removed from the premises and removed from the lease within 60 days of LHA's notification; and (e) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.
- f. Minor Children. If a minor household member (under age 18) engages in drug-related activity on or off of the premises, but does not participate in or complete an approved supervised drug treatment program as described in paragraph 1(b) of this section, LHA will terminate the lease unless all of the following circumstances are met: (a) the drug-related criminal activity involves only the use or possession, but not production, manufacture, or sale; (b) the head of household reports the drug activity to LHA by the next annual review, interim review transfer or anytime an application or Personal Declaration form is completed; (c) the offending member is removed from the premises and removed from the lease within 60 days of LHA's notification; and (d) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease. To be readmitted into the household after the mandatory three-year separation, the member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.
- g. Methamphetamine Production. LHA will terminate the lease and permanently bar the household from any housing assistance, if any household member has been convicted for the manufacture or production of methamphetamine on the premises of any federally assisted housing unit. The household terminated for manufacture or production of methamphetamine will be subject to a lifetime

prohibition from participation in any federal housing assistance program or any program operated by LHA.

2. **Alcohol Abuse:** LHA will terminate the lease if it determines that a household member's abuse or pattern of abuse of alcohol may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. The LHA may waive this restriction if the applicant clearly demonstrates that (a) the household member is no longer engaged in the abuse of alcohol and (b) has successfully completed a supervised alcohol rehabilitation program, or is currently participating in a supervised alcohol rehabilitation program and will continue to participate successfully until the completion of the program. The tenant will be required to submit written evidence to verify successful participation in or completion of a supervised alcohol rehabilitation program. If terminated for alcohol abuse, the household must wait three (3) years from the termination date before the household may reapply for any housing assistance. When the household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements for admission to any waiting list.

3. **Violent and Other Criminal Activity:** LHA will terminate the lease if it determines that any household member has engaged in any violent criminal activity or is currently engaged in other criminal activity which may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity. If terminated for violent criminal activity or other criminal activity, the household must wait three (3) years from termination of the lease or three years from the completion of sentence or payment of fines to reapply for any housing assistance. When a household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements for admission to the waiting list. LHA will terminate the lease if a tenant is fleeing to avoid prosecution, or custody or confinement, for a crime or attempt to commit a crime that is a felony under the laws of the place from which the individual flees (or is a high misdemeanor in the state of New Jersey); or is violating a condition of probation or parole imposed under Federal or State law. LHA will make limited exceptions to this policy in accordance with the following guidelines. If LHA determines that continued occupancy by the assisted household threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity, then LHA will terminate the lease without regard to the following limited exception guidelines.
 - a. Guests. LHA will terminate the lease for violent criminal activity on or near the premises of a participant's residence when the crime is committed by a guest, or other persons who is under the control of a member of the household. This provision will not apply if (a) the head of household has called a law enforcement agency to report or turn in their guests or other persons under the participant's control for having engaged in violent criminal activity on or near the participant's residence, and (b) an arrest is made of the guest or other person under the participant's control without arresting or citing any member of the household.
 - b. Activity Reported by Household. If an assisted adult household member contacts a law enforcement agency specifically about violent criminal activity by other

adult members of the household, LHA will not terminate the lease if (a) the head of household reports the criminal activity to LHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (b) the offending member is removed from the premises within 30 days of notification by LHA; (c) the offending member is removed from the lease for the unit; (d) the head of household provides verifiable proof of the new residence by LHA's requested date; and (e) the criminal activity did not occur on or near the premises. That person will be barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date they were removed from the lease or three years from completion of the sentence, whichever is later. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

- c. Children over Age 18. If an adult household member, who is the child or grandchild of the head or co-head of household, engages in violent criminal activity, with or without the knowledge of the head of household, LHA will terminate the lease unless all of the following circumstances are met: (a) the criminal activity did not occur on or near the premises; (b) if aware of the activity through police contacts, court proceedings, media reports or other sources, the head of household reports the drug activity to LHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (c) the offending adult member is removed from the premises and removed from the lease within 30 days of LHA's notification; and (d) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease or three years from the completion of the sentence, whichever is later. To be readmitted into the household after the mandatory three-year separation, the adult member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.
- d. Minor Children. If a minor household member (under age 18) engages in violent criminal activity, LHA will terminate the lease unless all of the following circumstances are met: (a) the criminal activity did not occur on or near the premises; (b) the head of household reports the criminal activity to LHA by the next annual review, interim review, transfer or anytime an application or Personal Declaration form is completed; (c) the offending member is removed from the premises and removed from the lease within 30 days of LHA's notification; and (d) the head of household provides LHA verifiable proof of the offender's new residence by LHA's requested date. That household member is barred from living with the family or otherwise receiving housing assistance for a minimum of three (3) years from the date removed from the lease or three years from the completion of the sentence, whichever is later. To be readmitted into the household after the mandatory three-year separation, the member must meet all admission and waiting list requirements under LHA policies and HUD rules and regulations.

4. Sex Offenders: LHA will terminate the lease if any household member has committed a felony sex offense. The household member will be subject to a lifetime prohibition from participation in any LHA program. LHA will terminate the lease if any household member is subject to a lifetime registration requirement under any state sex offender registration program, or is registered on the State of Nebraska sex offender registry.
 5. Threats Toward LHA Workers/Agents: LHA will terminate the lease if any household member has engaged in or threatened abusive or violent behavior towards a LHA employee, contractor, subcontractor or agent. The household member will be ineligible for housing assistance for three (3) years after the incident. At the end of the three (3) years, the household may reapply for housing assistance. When a household member reapplies for assistance, the household must meet and maintain all LHA standards and HUD requirements of admission to the waiting list.
 6. Reporting by Head of Household of Drug-Related Activities, Alcohol Abuse or Other Criminal Activities. The Lincoln Housing Authority will terminate the household's lease if the household has failed to fully list on its application, annual re-examination Personal Declaration form, or other form used by LHA, any household member's arrest for drug-related activities, alcohol abuse arrests, or other arrests for violent or other criminal activities.
- E. Judicial Proceeding. LHA will evict tenants only by initiating appropriate judicial proceedings.
- F. Public Housing Grievances. LHA will process and resolve grievances or appeals concerning the obligations of the tenant or the housing authority under the provisions of the Public Housing Lease in accordance with LHA's Public Housing Grievance Procedure that is in effect at the time such grievance or appeal arises.
- G. Violence Against Women Act. LHA will not terminate the lease of a HUD Subsidized Unit on the basis of or as a direct result of the fact that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the person otherwise qualifies for continuation of assistance. LHA will follow the policies and requirements of VAWA. Nothing in this section limits LHA's authority to evict or terminate a lease for any lease violation not premised on an act of violence against the tenant or member of the tenant's household. Nothing in this section limits LHA's authority to evict or terminate a lease if there is an actual and imminent threat to other tenants, neighbors, guests, employees, or others. Nothing in this section limits LHA's authority to evict or terminate a lease of a person who engages in criminal acts including but not limited to acts of physical violence or stalking against family members. LHA may, if allowed under state law, bifurcate a lease to remove or terminate tenancy of any individual who engages in criminal acts of physical violence against family members or others, without terminating the lease of the victim of the violence.

A victim shall take action to control or prevent the domestic violence, dating violence or stalking. The action may include but is not limited to: obtaining and enforcing a restraining

order or no contact order or protection order for protection against the perpetrator; obtaining and enforcing a ban of the perpetrator from the property; enforcing LHA's or law enforcement's ban of the perpetrator from the property; preventing the delivery of the perpetrator's mail to the victim's unit; providing identifying and other verification information as required by the VAWA and Part XII of this document; and other reasonable measures.

PART XIV
COMMUNITY SERVICE AND ECONOMIC SELF-SUFFICIENCY PROGRAM

A. Introduction

The Quality Housing and Work Responsibility Act of 1998 requires that every adult resident of public housing perform 8 hours of community service each month or participate in an economic self-sufficiency program for at least 8 hours every month or a combination of each activity for a total of 8 hours each month. Certain adults are exempt from the requirements.

B. Community Service\Economic Self-Sufficiency Requirements for Adults

Adults age 18 and above who are not exempt must perform 8 hours of community service per month or 8 hours of participation in economic self-sufficiency programs or any combination of these activities. Either type of activity must be verified by a responsible and objective third party.

Community Service: The performance of voluntary work or duties that are a public benefit and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. LHA will consider community service to be a broadly defined area of service performed under the auspices of a non-profit organization, service club, government agency, school, church, or other community organization. Community service is not employment and may not include political activities. Community service can include volunteer work in schools as well as state-approved home schooling of household members by a tenant or adult member of the family.

Economic Self-Sufficiency Program: Any program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs include job training and job readiness programs, budget and credit counseling, employment counseling, work placement, work experience, apprenticeships, basic skills training, secondary and post-secondary education, adult basic education and GED preparation, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

C. Exemption from Community Service\Self-Sufficiency Requirements

The requirement to perform community service or participate in an economic self-sufficiency program applies to all *non-exempt*, adult residents (18 and older) in public housing.

An Exempt Individual is an adult member of the household who:

- 1) Is 62 years or older.
- 2) (I) Is a blind or disabled individual and who certifies that because of this disability she or he is unable to comply with the requirements, or
(ii) Is a primary caretaker of a blind or disabled individual and who certifies that because of this, she or he is unable to comply with the requirements. Only one adult in a household will qualify as a primary caretaker.

- 3) Is working for at least 8 hours per month or participating in Americorps, Vista, or Senior Community Service Employment Program.
- 4) Meets the requirements for being exempted from having to engage in a work activity under the State program as stated by the Social Security Act or under any other welfare program of the State. In Nebraska, Employment First regulations will be used as a guide in determining temporary or 12 month exemptions to the community service requirements.
- 5) Is a member of a family receiving Temporary Assistance to Needy Families (TANF) and has not been found to be in non-compliance with the program.

For any exemption, the Lincoln Housing Authority requires verification. In some cases, information to substantiate the exemption or actual verification information may already be on file. Some exemptions will be for the full twelve month period; other exemptions will be only for part of the twelve month period.

D. Notification to Residents and Status Determination

Public housing families will be informed of the requirements when they are initially housed or transferred and at least 30 days prior to the effective date of each annual review. At those times, each adult member of the household will be reviewed to determine if s/he is required to participate in community service\economic self-sufficiency activity or if s/he is exempt from the requirement. The determination is made according to what each adult's status is anticipated to be on the effective date of the annual review or move in.

If new adult members are added to a household, a status determination for community service is made at that and then as part of the annual review thereafter.

An adult member of the family can who is required to do community service or economic self-sufficiency activities can request a review of their situation at any time to determine if the community service activity requirement can be discontinued because the member has become exempt. A review will be done within 30 days of a request. This review may be done by phone, fax, mail, or in person, at the discretion of the LHA. Supporting documentation for any change in status is required.

E. Public Housing Lease

HUD regulations on community service require a 12 month lease term for public housing. For purposes of the community service program, the 12 month terms refer to the periods between initial housing and the effective dates of annual reviews thereafter. The public housing lease specifies that failure to comply with the community service requirement is grounds for termination of the lease at the end of the twelve month lease term but not for termination of the lease during the course of the twelve month lease term.

E. Procedures for Non-Exempt Residents

Each non-exempt adult will be referred to the community service liaison. The community service liaison will contact the family and provide clarification of the family responsibilities as well as

suggestions for participating in either community service or economic self-sufficiency activities. The community service liaison will also provide forms for reporting the hours to fulfill the requirements. The family member must provide information and cooperate in verification of the community service and economic self-sufficiency activities. The community service liaison will also assist in verification of any exemptions or temporary exemptions that did not exist or were not evident during initial housing or annual reviews.

G. Annual Review and Determination of Compliance

During the annual review process, LHA will determine if the tenant and adult family members have complied with community service\economic self-sufficiency requirements. LHA will also determine which adult members of the family qualify for an exemption for the upcoming twelve month period.

H. Notice of Non-Compliance

At the annual review, if LHA determines there is a family member who is required to fulfill a community service\economic self-sufficiency requirement and has not done so, LHA will notify the tenant of this determination. The notice will describe the non-compliance and will state that the LHA will terminate the lease at the end of the twelve month period. Prior to the date of the lease termination, the tenant will have the option to:

- a) enter into a written agreement with the to cure such non-compliance and in fact cure such non-compliance according to the agreement; or
- a) provide written assurance satisfactory to the LHA that the tenant or other non-compliant resident no longer resides in the unit.

The notice will also state that the tenant may request a grievance hearing on the matter and to contest the determination in a court of law.

I. Written Agreements to Cure Non-Compliance

If the tenant family wishes to enter into a written agreement to cure non-compliance with the community service requirements, they must complete and sign the written agreement prior to the effective date of lease termination. In entering into a written agreement to cure non-compliance, the LHA will review any mitigating circumstances for which the family can provide documentation including illness, temporary absence, accident, family crisis, temporary exemptions not previously reported, and community service\economic self-sufficiency activities that were not part of the plan or not previously reported. At the LHA's sole discretion, a waiver of the community service requirement for a given month may be given for those months for which there is documentation of mitigating circumstances. A waiver may also be given for those months in which no hours were completed if there are other months in which excess hours were completed provided the total number of hours completed equals the requirement. A waiver means that no cure for non-compliance is required for that specific month. For those hours that will be required under a written agreement at least 8 hours per month, plus the regular 8 hours, must be completed with the first month in which the agreement is effective. Hours to be made up from the past under the written agreement are always performed before regular hours.

When a tenant or adult member is non-compliant with a previously established written agreement, the lease will be terminated at the end of the twelve month period. LHA will consider any mitigating circumstances to amend the previously established written agreement provided the written agreement and any amendments are completed by the end of the twelve month period.

If a tenant or adult member becomes blind or disabled and certifies that, because of this disability, s/he is unable to comply with the written agreement, then LHA will cancel the tenant's or adult member's obligation under the written agreement.

If a tenant or adult member becomes age 62 and is exempt from community service requirement, then LHA will cancel the obligations under the written agreement.

As an incentive to seek and maintain employment, LHA will cancel any remaining obligations for community service, including any under a written agreement, for a tenant or adult member who has obtained at least half-time employment and has maintained the employment throughout the balance of the twelve month period.

During the first full or partial month in which the tenant family moves into their housing unit or a new member is added to the household, the requirement to perform 8 hours of service will be waived to allow the family time to complete the move and settle into their housing unit. This waiver applies only to the first full or partial calendar month and the waiver ends on the last day of the month in which the family moved into their housing unit.

J. Opportunities for Community Service or Economic Self-Sufficiency Activities

The LHA has the option to contract with a third party organization to assist with managing the community service and economic self-sufficiency program. LHA will provide names and contacts at agencies, as needed, to fulfill the tenant's community service or economic self-sufficiency obligations.

K. Prohibition Against Replacement of PHA Employees

In implementing this program, the LHA will not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by the LHA employees.

PART XV

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

A. Emergency Transfers

LHA is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), LHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit within the same program or served by the same waiting list. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of LHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether LHA has another dwelling unit that is available and is safe to offer the tenant for continued occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that LHA's HUD-subsidized units (Public Housing, Mahoney Manor, Crossroads House, Burke Plaza and New 32) are in compliance with VAWA.

B. Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer. A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

C. Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify LHA and submit a written request for a transfer. LHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under LHA's program; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

LHA will utilize Form HUD-5383 for this request, and make the form available to tenants. The tenant may also submit their own written request for an emergency transfer.

D. Confidentiality

LHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives LHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant.

E. Emergency Transfer Timing and Availability

LHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. LHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit.

LHA will treat approved emergency transfers as priority transfers within the same program or waiting list. A priority transfer automatically moves to the top of the list and will be offered the next suitable available unit ahead of applicants and other transfers. A suitable unit means the size and accessible features needed. Accessible units will always be offered to tenants and applicants who need the features of the accessible unit before they are offered to tenants and applicants who do not need the features of an accessible unit.

If a unit is not available LHA will inform the tenant about other LHA housing programs. If a tenant requests to move to a unit in a different program with a different waiting list, LHA will treat that as a new application for the property or program which must comply with the requirements of that program's waiting list. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. LHA will determine if the tenant is eligible for any preferences including the Domestic Violence preference for that waiting list. LHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If LHA has no safe and available units for which a tenant who needs an emergency is eligible, LHA's Tenant Services Department will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, LHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

F. Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for

assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Local resources include:

Voices of Hope in Lincoln

24-Hour Crisis Line: 402-475-7273 Office Phone: 402-476-2110

Email Address: info@voicesofhopelincoln.org

Mailing Address: 2545 N St., Lincoln, NE 68510

Website: www.voicesofhopelincoln.org

Friendship Home

Emergency Shelter Line: 402-437-9302

Mailing Address: PO Box 85358, Lincoln NE 68501

Email Address: info@friendshiphome.org

Website: www.friendshiphome.org

PART XVI DEFINITIONS

The following is a list of terms and definitions used by LHA in its policies and practices. To the best of LHA's knowledge these definitions were true and correct at the time this policy was adopted. However, many of the definitions are based on the requirements of federal regulations, which are subject to frequent change. In the event that some definitions in this policy conflict with applicable federal regulations, LHA will comply with the appropriate regulatory requirements, unless the conflict is due to the Moving To Work Policies outlined in this document.

Adjusted Income - Annual Income less certain possible deductions. Not everyone is eligible for each deduction. LHA will abide by the appropriate federal requirements to determine eligibility for deductions for New 32 and Burke Plaza units. Under MTW in Public Housing, there are no deductions and Total Tenant Payment is calculated based on gross Annual Income.

1. \$480 for each Dependent, including full-time students over 18 years old;
2. \$400 for any Elderly or Disabled Family (head or spouse is over 62 or disabled);
3. Disabled Assistance Expenses in excess of 3% of Annual Income.
4. For elderly/disabled families, Medical Expenses in excess of 3% of Annual Income.
5. Child Care Expenses necessary to enable a member of the family to work or go to school.

Annual Income: The anticipated total income from all sources received by family members (even if a member is temporarily absent) for the 12-month period following the effective date of initial occupancy or re-examination. The following lists specifies income inclusions and exclusions.

Annual income includes, but is not limited to, the following:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;

3. Interest, dividends, and net income of any kind from real or personal property. Where the family has net 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 the Department of Housing and Urban Development (HUD). For Public Housing, income from assets will be calculated in accordance with Part VII of this policy.
4. The full amount received of periodic payments from Social Security, annuities, insurance policies, retirement income, pensions, benefits for disability or death, and other similar types of periodic receipts. This includes a lump-sum payment for the delayed start of a periodic payment, except for SSI and Social Security.
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay.
6. Welfare assistance payments, including General Assistance, Temporary Assistance to Needy Families, and Aid to Families with Dependent Children.
7. Periodic and determinable allowances, such as alimony and child support payments, and regular contribution or gifts, including amounts received from any person not residing in the dwelling.
8. All regular pay, special pay and allowances, (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are living in the dwelling.
9. For Public Housing units: Minimum Earned Income. The greater of the Minimum Earned Income or the actual earned income for a household will be included in accordance with the policy in Section VII of this document.

Annual income does not include:

1. Temporary, non-recurring, or sporadic income, including gifts.
2. Income from employment of children (including foster children) under the age of 18.
3. Payments received for the care of foster children or foster adults.
4. Lump-sum additions to family assets, such as inheritances, insurance payments, capital gains, and settlement for personal property losses. Lump-sum payments for delayed start of Social Security and SSI are also excluded.
5. Amounts received by the family, that are specifically for or in reimbursement of the cost of medical expenses for any family member.

6. Income of a Live-in Aide.
7. The full amount of student financial assistance paid directly to the student or the educational institution for tuition and other required fees and charges. The amount of financial assistance in excess of amounts received for tuition and other required fees and charges will be considered income.
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
9.
 - (1) Amounts received under training programs funded by HUD;
 - (2) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self Sufficiency (PASS);
 - (3) Amounts received by a participant in other publicly assisted programs which are specifically for, or in reimbursement of, out-of-pocket expenses (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
 - (4) A Resident Service Stipend. A modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for LHA, on a part-time basis, that enhances the quality of life in public housing; or
 - (5) Incremental earnings and/or benefits resulting to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members 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 a limited period as determined in advance by the LHA;
10. 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.
11. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse). For Public Housing units this exclusion does not apply for students age 22 and over. All earned income is included for students 22 and over in Public Housing.
12. Adoption assistance payments in excess of \$480 per adopted child.

13. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment.
14. 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;
15. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and
16. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. The current exclusions include:
 - (1) Value of allotment provided to eligible households under the Food Stamp Act of 1977.
 - (2) Payments to volunteers under the Domestic Volunteer Services Act of 1973. 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; and 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);
 - (3) Payments received under the Alaska Native Claims Settlement Act.
 - (4) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes.
 - (5) Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program.
 - (6) Payments received under programs funded in whole or in part under the Job Training Partnership Act (JPTA).
 - (7) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians.
 - (8) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Grant of Claims or from funds held in trust for an Indian tribe by the Secretary of the Interior.
 - (9) 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. 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.

- (10) Payments received from programs funded under Title V of the Older Americans Act of 1965. 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 Personas Mayores, National Council on Aging, American Association of Retired Persons, National Council on Senior Citizens, and Green Thumb
- (11) Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established in the In Re Agent Orange product liability litigation, M.D.L. No. 381. (E.D.N.Y.)
- (12) Payments received under the Maine Indian Claim Settlement Act of 1980. (Pub. L. 96-420, 94 Stat. 1785).
- (13) 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.
- (14) Earned Income Tax Credit Refunds received on or after January 1, 1991.
- (15) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation.
- (16) Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990.
- (17) Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran
- (18) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act.
- (19) Allowances, earnings, and payments to individuals participating in programs under the Workforce Investment Act of 1998.

Arrest: The term "arrest" in this policy refers to any arrest, citation, ticket, fine, charge, or conviction by any enforcement authority.

Child. A member of the family, other than the family head or a spouse, who is under 18 years of age.

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed. This is an allowable income deduction, but only where such care is necessary to enable a family member to be gainfully employed, to seek employment or to further his or her education, and is not reimbursed by an agency or individual outside the household. The amount deducted must reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted cannot exceed the amount of earned income received by the family member released to work. This is not an allowable deduction in Public Housing under MTW.

Citizen. A citizen or national of the United States.

Conventional Units. LHA owned units that do not receive ongoing subsidy by any other government agency. These include units at Arnold Heights, Northwood Terrace, Heritage Square, and Lynn Creek.

Dating Violence- Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim, and where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship;
- the type of the relationship; and
- the frequency of interaction between the persons involved in the relationship.

Dependent: A member of the family household (excluding foster children) other than the family head or spouse or live-in aide, who is under 18 years of age or is a disabled person or handicapped person, or is a full-time student under the age of 22.

Disability Assistance Expense: Reasonable costs, that are anticipated during the period for which Annual Income is being computed, for care attendants and auxiliary apparatus for disabled family members which enable a family member to be employed, provided that the expenses are neither paid to a family member nor reimbursed by an outside source. The amount allowable as a deduction is the amount that exceeds 3 percent of annual income and cannot exceed the amount earned. This is an allowable deduction from Annual Income for the purpose of calculating total tenant payment. This is not an allowable deduction in Public Housing under MTW.

Disabled Family: A family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together or one or more persons with disabilities living with one or more live-in aides.

Disabled Person or Person with Disabilities: A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423). Section 223 of the Social Security Act defines disability as:
 - a. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
 - b. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416(I)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.
2. A person who has a physical, mental, or emotional impairment that:
 - a. is expected to be of long, continued and indefinite duration;

- b. substantially impedes his or her ability to live independently; and
 - c. is of such nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in Section 102(7) of the Development Disabilities Services Assistance and Bill of Rights Act (42 U.S.C. 6001(7)). Section 102(7) of that Act defines developmental disability as:

A disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health, Education, and Welfare to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originated before such individual attains age 18, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap to such individual.

Displaced Family: A person or a family displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

Domestic Violence: Felony or misdemeanor crimes of violence committed by:

- a. a current or former spouse or intimate partner of the victim,
- b. a person with whom the victim shares a child in common,
- c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner,
- d. a person similarly situated to a spouse of the victim under local domestic violence or family violence laws, or
- e. any other person against an adult or youth victim, who is protected from that person's acts under local domestic violence or family violence laws.

The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of the interaction between the persons involved in the relationship.

Drug-Related Criminal Activity. The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).

Effective Date: The "effective date" of an examination or reexamination refers to (a) in the case of an examination for admission, the date the lease takes effect, and (b) in the case of reexamination of an existing tenant, the date of the redetermined Total Tenant Payment takes effect.

Elderly Family: A family whose head (including co-head), spouse or sole member is a person who is at least 62 years of age. It may include two or more elderly persons living together or one or more such persons living with one or more Live-in Aides.

Elderly Person: A person who is at least 62 years of age.

Eligible Immigration Status: For a non-citizen, verification of immigration status eligible for assisted housing consisting of a signed certification and the original copy of an acceptable INS document.

Emancipated Minor: A person under age 19 who does not live or intend to live with his/her parents, and who has been declared "emancipated" under Nebraska state law by a court of competent jurisdiction. An emancipated minor is eligible to be a head of household and sign an LHA lease.

Extremely Low Income Family: A Family whose Annual Income is equal to or less than 30% of Area Median Income, as published by HUD adjusted for family size.

Family: See Section II.A.

Familial Status: Familial status includes families with children under the age of 18, pregnant women, and people securing custody of children under the age of 18.

Full-time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Guest: A person temporarily staying in the unit with the consent of a tenant or other member of the household.

Head of Household: The adult member of the family designated by the family who assumes legal and moral responsibility for the household.

HUD: The United States Department of Housing and Urban Development. This is an agency of the federal government that provides on-going funding to LHA.

HUD Subsidized Units. Units owned by LHA that receive subsidies through contracts with HUD. These include all public housing units (Turnkey, P30, F39, A12), Project Based Voucher units (Mahoney Manor and Crossroads House) and all Project-based Rental Assistance units (Burke Plaza, New 32).

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

Income Limits. The maximum amount of income an applicant family can receive and still be eligible to be admitted to LHA's subsidized units. HUD establishes three categories of income limits: Extremely Low Income (30% of median income), Very Low-Income (50% of median income) and Low-Income (80% of median income). The Tax Credit Program also utilizes a 60% of median income limit.

LHA. The Lincoln Housing Authority.

Live-in Aide: If an elderly or disabled family requires a live-in aide as defined under 24CFR 5.403, then the appropriate bedroom size will be allowed to include a live-in aide.

- A live-in aide is considered “essential” if there is a medical need supported by a qualified medical practitioner statement that the person requiring the assistance would be unable to live in the home without the support of the live-in aide and that the live-in aide is qualified to provide the needed care. The need must be verified annually by a qualified medical practitioner.
- Prior to tenancy and during tenancy, a live-in aide cannot be obligated for the support of the person(s) and must maintain separate finances.
- A live-in aide may be related by blood, marriage, or operation by law.
- A live-in aide must have no other reason to reside in the unit other than to provide needed care.
- A live-in aide will be required to sign an agreement regarding their tenant status, sign a release to conduct a criminal history check, and will be denied permission to reside in the unit if participated in disqualifying criminal activity.
- A live-in aide cannot be considered a remaining member of the tenant family when a family vacates the unit.
- A live-in aide’s family may reside in the unit providing it does not increase the subsidy by the cost of an additional bedroom and the family is not overcrowded. All adult family members must sign a release to conduct a criminal history check and will be denied permission to reside in the unit if participated in disqualifying criminal activity.

Local Preferences: Preferences that give a higher priority on the waiting list to applicants.

Lower Income Family: A family whose annual income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

Medical Expenses: Those medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by any insurance. Medical expenses are an allowable deduction only for elderly, disabled, or handicapped households. The amount allowable as a deduction is the amount above 3 percent of annual income. If LHA deducts both Medical Expenses and Handicap Assistance Expenses for a family, LHA will subtract the 3% of Annual Income only once. This is not an allowable deduction in Public Housing under MTW.

Mixed Family. A family whose members include those with citizenship or eligible immigration status, and those without citizenship or eligible immigration status.

Monthly Adjusted Income: One-twelfth of adjusted income.

Monthly Income: One-twelfth of annual income.

National. A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

Near-elderly family - Means a family whose head (including co-head), spouse, or sole member is a near-elderly person. The term includes two or more near-elderly persons living together, and one or more such persons living with one or more live-in aides.

Near-elderly person - Means a person who is at least 50 years of age but below the age of 62.

Net Family Assets: Net cash value after deducting reasonable costs that would be incurred in disposing of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining annual income. In determining net family assets, the housing authority shall include the value of any asset disposed of by an applicant or tenant for less than fair market value (including a disposition of trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.

Noncitizen. A person who is neither a citizen nor national of the United States.

Other Person Under the Tenant's Control: A person, although not staying as a guest, was at the time of the activity in question on the premises because of an invitation from the tenant or other member of the household.

Perpetrator: A person who commits an act of domestic violence, dating violence, or stalking against a victim.

Public Housing: Units owned by LHA that are part of the federal Public Housing program and receive subsidies through contracts with HUD. These are 200 specific units and include the following developments: Turnkey (Hall, Pederson, Hansen, Larson), P30, A12, F39.

Public Housing Agency (PHA): Any State, County, municipality, or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage-in or assist in the development or operation of housing for lower income families.

Reduced Rent Units: Apartment units developed at the Summer Hill II development with LHA-based funding. These are treated similarly to Tax Credit units, but are not subject to the Tax Credit regulatory requirements.

Sexual Assault: Any non-consensual sexual act proscribed by Federal, Tribal, or State law, including when the victim lacks capacity to consent.

Single Person: A person living alone or intending to live alone and who does not qualify as an elderly, disabled, or displaced person, or the remaining member of a tenant family.

Spouse: The husband or wife or partner of the head of the household.

Stalking: Engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- a. fear for the persons individual safety or the safety of others; or
- b. suffer substantial emotional distress.

Subsidized Units. Units owned by LHA that receive rental subsidies. These include HUD-subsidized units and units directly subsidized by LHA.

Tax Credit Units. Units developed under the Low Income Housing Tax Credit Program, a federal affordable housing program administered by the Internal Revenue Service, and monitored by the Nebraska Investment Finance Authority (NIFA). Investors get tax benefits for providing units to persons who are below specific income limits. These include Crossroads House, Wood Bridge, Summer Hill I, Prairie Crossing, and Sunny Ridge.

Tenant Rent: The amount payable monthly by the family as rent to LHA in a HUD-subsidized property. Where all utilities (except telephone) and other essential housing services are supplied by LHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) are not supplied by LHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance. For Public Housing units, see also Section VII.

Total Tenant Payment: The total monthly amount for rent and utilities that a tenant will pay in a HUD-subsidized property. For Burke Plaza and New 32 tenants, the Total Tenant Payment is calculated in accordance with Federal Regulations. The Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges. For Public Housing units Total Tenant Payment is calculated as discussed in Section VII of this policy.

Utilities: Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewage services. Utilities do not include telephone or cable television service. See Utility Allowance.

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

Utility Reimbursement: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. For Public Housing units no Utility Reimbursement will be provided.

Very Low-Income Family: A lower income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Victim: Is a person who is the victim of domestic violence, dating violence, sexual assault or stalking under The Violence Against Women Act (VAWA).

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local governments.

**ATTACHMENT ONE
Public Housing Ceiling Rents**

(effective April 1, 2018 Annual Reviews; February 1, 2018 Move-ins)

Mahoney Manor: 0 BR \$425 (Pre-Conversion ceiling rents to be used for phase-in
1 BR \$525 limitation on rent increases)
2 BR \$625

Turnkey: 2 BR \$756
P30 3 BR \$1016
A12 4 BR \$1154
5 BR \$1331

F39:

Unit	BR	Address	Ceiling Rent	Unit	BR	Address	Ceiling Rent
2001	4	4027 NW 54 TH	\$824	2021	3	5333 W. WILKINS	\$766
2002	3	5206 W ZEAMER	\$736	2022	2	5430 W. ZEAMER	\$621
2003	3	5212 W ZEAMER	\$736	2023	3	5457 W. ZEAMER	\$736
2004	2	5106 W MATHIS	\$621	2024	3	4030 NW 49 TH	\$766
2005	2	4912 W. BENTON	\$621	2025	3	4201 NW 49 TH	\$766
2006	4	5030 W. ELBA	\$814	2026	2	4400 NW 49 TH	\$651
2007	2	5027 W. KINGSLEY	\$621	2027	2	4406 NW 49 TH	\$651
2008	3	5000 W. MCGUIRE	\$766	2028	3	4224 NW 50 TH	\$766
2009	3	5007 W. METZGER	\$766	2029	2	3010 NW 52 ND	\$621
2010	3	5101 W METZGER	\$766	2030	4	3721 NW 53 RD	\$824
2011	4	5106 W METZGER	\$814	2031	4	5321 W VANCE	\$919
2012	3	3521 NW MICHAEL	\$771	2032	3	3827 NW 51 ST	\$766
2013	3	5001 W SUPERIOR	\$766	2033	3	5001 W VOSLER	\$736
2014	4	5101 W SUPERIOR	\$814	2034	3	3607 NW 52 ND	\$771
2015	3	5121 W SUPERIOR	\$766	2035	2	3110 NW 49 TH	\$651
2016	4	5001 W VALE	\$814	2036	3	5301 W LUKE	\$766
2017	4	5007 W VALE	\$814	2037	3	5307 W LUKE	\$766
2018	3	5200 W VANCE	\$766	2038	2	5310 W ZEAMER	\$651
2019	2	4915 W VOSLER	\$621	2039	3	5011 W ZEAMER	\$771
2020	3	5227 W WILKENS	\$766				

ATTACHMENT TWO
Conventional Unit Rent Schedules

Arnold Heights: Revised Effective May 14, 2021

2 BR Duplex w/o basement	\$490
2 BR Duplex with basement	\$520
2 BR Duplex with garage	\$510
2 BR Duplex - Large Accessible	\$585
3 BR Duplex w/o basement	\$580
3 BR Duplex with garage	\$600
3 BR Duplex with basement	\$610
4 BR Duplex - 2 story	\$630
4 BR Duplex - split level	\$620
3 BR Single Family w/o basement	\$615
3 BR Single Family with basement	\$685
4 BR Single Family	\$725

Northwood Terrace: Revised Effective May 14, 2021

1 BR	\$425
2 BR	\$475
3 BR	\$545
2265Y#11(1BR)	\$460

Heritage Square: Revised Effective May 14, 2021

0 BR	\$360
1 BR	\$425
2 BR	\$475
3 BR	\$545

Lynn Creek Revised Effective May 14, 2021

2BR	\$565
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ATTACHMENT THREE

Crossroads House Revised Effective July 1, 2021

1 BR	\$600
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ATTACHMENT FOUR

Mahoney Manor Revised Effective October 1, 2021

0 BR	\$577
1 BR	\$646
2 BR	\$846

ATTACHMENT FIVE

Wood Bridge Rent Schedule

Revised Effective May 14, 2021

	Tax Credit	Market Rent
2 BR/1 BA Apartment - 1 st floor	\$545	\$675
2 BR/1 BA Apartment - 2 nd floor	\$560	\$690
2 BR/2 BA Apartment - 1 st floor	\$575	\$705
2 BR/2 BA Apartment - 2 nd floor	\$590	\$720
3 BR Town Homes	\$655	\$845

ATTACHMENT SIX

Summer Hill I Rent Schedule

Revised Effective May 14, 2021

	Tax Credit	Market Rate
3 BR Townhome Type A & C	\$660	\$880
3 BR Townhome Type B	\$665	\$885

Summer Hill II Rent Schedule

Revised Effective May 14, 2021

	Reduced Rent	Market Rate
2 BR Apartment - 1 st Floor	\$610	\$735
2 BR Apartment - 2 nd Floor	\$625	\$750
3 BR Apartment	\$695	\$850

ATTACHMENT SEVEN
Prairie Crossing Rent Schedule
Revised Effective May 14, 2021

	High/Low HOME Unit	Tax Credit	Market Rate
1 BR Apartment	\$455	\$495	\$610
2 BR Apartment - center unit	\$576	\$635	\$755
2 BR Apartment - end unit	\$581	\$640	\$760
3 BR Townhome - center unit		\$760	\$900
3 BR Townhome - end unit		\$780	

ATTACHMENT EIGHT
Sunny Ridge Townhomes Rent Schedule
Effective May 14, 2021

3 BR Townhome - 50% AMI	\$650
3 BR Townhome - 60% AMI	\$695

Covid-19: Special Provisions

CARES Act/Nebraska Executive Order 20-07 Waivers and Alternative Requirements/Eviction Moratoriums

A. Overview: PIH Notice 2020-05 outlined the HUD waivers and alternative requirements for numerous statutory and regulatory requirements of the Public Housing and Housing Choice Voucher (HCV) programs that were authorized under the Coronavirus Aid, Relief and Economic Security (CARES) Act. These waivers provide administrative flexibilities and relief to PHAs during the response to the COVID-19 pandemic. Use of these waivers is at the discretion of the PHA with HUD strongly encouraging PHAs to use them as necessary to keep public housing and HCV programs operational to the extent practicable during the pandemic. The Public Housing waivers that LHA decided to use are listed below. Nebraska Executive Order No. 20-07 provides for temporary residential eviction relief for non-payment of rent.

The period of availability for waivers will be automatically extended based upon guidance from HUD

B. Moratorium on evictions for non-payment of rent:

The CARES Act, along with Nebraska Executive Order No. 20-07, places a moratorium on evictions for non-payment of rent. LHA will implement this moratorium for all residential rental units.

1. LHA will not send out notices to vacate for non-payment of rent effective March 27, 2020 to July 24, 2020.
2. LHA will not assess late fees for late payment of rent for the months of April, May, June and July 2020.
3. LHA will not initiate any evictions for non-payment of rent between March 27, 2020 and July 24, 2020.
4. LHA may send reminder notices to tenants to pay rent during this moratorium period.

The Centers for Disease Control and Preventions (CDC) issued an eviction moratorium effective September 4, 2020 which initially expired December 31, 2020 and has been extended by Congress through January 31, 2021. The CDC eviction moratorium provides eviction protection to tenants that complete a form "Declaration Under Penalty of Perjury for the Centers for Disease Control and Preventions's Temporary Halt in Evictions to Prevent Further Spread of COVID-19".

C. Income and Verification Waivers & Policy Suspensions. Applies to Public Housing only.

1. Family Income and Composition: Annual and Interim Examinations-
Income Verification Requirements:

- a. LHA is waiving the requirement to use the income hierarchy for income verifications for annual and interime re-examinations. LHA may consider self-certification as the highest form of income verification.
- b. Self-certification may occur over the telephone (but will be documented by LHA staff in OnBase), through email or through written and signed statements.
- c. Approved through PIH Notice 2020-05.
- d. Period of Availability: April 10, 2020 to June 30, 2021.

2. Temporary Suspension of MTW Minimum Earned Income (MEI)
Work Requirement:

- a. All households will be exempt from work requirements and will not be assessed MEI.
- b. Effective for annuals effective June 1, 2020 and effective immediately for new admissions. All other households can request an interim for an income review to remove MEI beginning immediately.
- c. Households regularly scheduled for an annual recertification effective July-December 2020 and that are being skipped this year will not automatically have MEI removed. These households must request an interim to have an income review to have MEI removed.
- d. Approved via an MTW Plan Technical Amendment.

- e. Period of Availability: April 1, 2020-through reviews effective through June 30, 2021.

3. Income Exclusions:

- a. CARES Act household stimulus payments are not included in household income.
- b. Pandemic Unemployment Compensation is not included in household income.
- c. Regular payments of unemployment insurance issued by the state are treated as income as is customary under program rules.

D. Re-Examination Waivers. Applies to Public Housing only.

Family Income and Composition: Delayed Annual Examination:

- a. All households with an annual recertification effective July-December will be skipped in 2020. These households will have their next recertification in 2021.
- b. Households with elderly or disabled members that were skipped in 2019 will have a recertification in 2020 and will not be skipped.
- c. Approved via an MTW Plan Technical Amendment.
- d. Period of Availability: April 1, 2020-through reviews effective through June 30, 2021.

E. Administrative Waivers

1. Revisions of Admissions and Continued Occupancy Policy

- a. LHA Admissions and Continued Occupancy Policy revisions will not be formally adopted by the LHA Board of Commissioners prior to implementation.

- b. The Admissions and Continued Occupancy Policy will be revised on a temporary basis until the policies are formally adopted by the Board of Commissioners.
- c. Approved through PIH Notice 2020-05.
- d. Period of Availability: April 10, 2020- March 31, 2021.

2. HUD 50058 Reporting Requirements:

- a. LHA will submit required HUD 50058 forms into IMS-PIC within 90 days.
- b. Approved through PIH Notice 2020-05.
- c. Period of Availability: April 10, 2020-December 31, 2021.