

THE HOUSING AUTHORITY OF FORT MILL

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ADMINISTRATIVE

PLAN

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TABLE OF CONTENTS

	PAGE
I. Background and Administration of Programs	1
II. Plan Purpose	1
III. Outreach to Families and Owners	1-2
IV. Privacy of Applicant/Participant Information	2-3
V. Definitions	3-1
VI. Fair Housing and Equal Opportunity Housing	15-16
VII. Applications, Eligibility, and Verification Requirements	16
A. Applications	16-17
B. Eligibility Requirements	17-18
C. Definition of a Family	18-19
D. Denial of Assistance	19-20
E. Verification Requirements	20-21
VIII. Waiting List Administration	21-22
IX. Selections, Exceptions, Briefings, and Occupancy Size Determinations	
A. Selections	22-23
B. Exceptions to Order of Selection	23
C. Briefings	24-25
D. Subsidy Standards/Occupancy Determinations	25-26
X. Enrollments, Form of Assistance, Request for Lease Approvals and Leases	
A. Enrollments	27
B. Term of Vouchers and Requests for Lease Approval	27
C. Requests for Lease Approval and Approval To Lease a Unit	27-28
D. Leases	28

TABLE OF CONTENTS

	PAGE
XI. Income Determinations, Deductions from Income And Housing Assistance Payment Calculations	
A. Income Determinations	28
B. Deductions from Income	29
C. Rental Assistance Payment Calculations	29
XII. Payment Standards and Monthly Rental Assistance Payments	
A. Payment Standards	29
B. Payment Standard for a Family	29-30
C. Monthly Housing Assistance Payments	30
XIII. Rent Reasonableness and Rental Increases	
A. Rent Reasonableness	31
B. Rental Increases	31
C. Rental Increases for Subsidized Projects	32
XIV. Housing Quality Standards/Inspections	
A. Inspections	32
B. Annual Inspections	33
C. Move-out Inspections	33
D. Quality Control Inspections	33
E. Units Failing Housing Quality Standards	33
XV. Lease Approval, Security Deposits, Utilities, Lease Terminations, and HAP Contracts	
A. Lease/Owner Approval	33-35
B. Security Deposits	35
C. Utilities	36
D. RAC Contracts	36-37
E. Lease Terminations by Owners	37-38
F. Rental Assistance Contract Terminations by the PHA	38-40
G. Damage Claims	
XVI. Housing Authority, Owner, and Participant Responsibilities and Obligations	
A. Housing Authority	40-42
B. Owners/Landlords	42
C. Program Participants	43-44

TABLE OF CONTENTS

	PAGE
XVII. Annual Recertifications, Interim Changes and Reexaminations	
A. Annual Recertifications	44
B. Unit Transfers/Moves	44-45
C. Interim Changes	45-46
D. Limitations on Household Size	46
XVIII. Repayment Agreements and Collections	46
XIX. Portability	47
XX. Complaints and Hearings	
A. Discrimination Complaints	47
XXI. Other Administrative Functions	47
Attachment 1 - Annual Income Inclusions Annual Income Exclusions Deductions/Allowances from Gross Income Total Tenant Payment	

I. BACKGROUND AND ADMINISTRATION OF PROGRAMS

The Housing Authority of Fort Mill was created to assist low-income mentally challenged families in obtaining decent, safe and sanitary housing at an affordable cost.

The Housing Authority of Fort Mill enables families to acquire modest, decent, safe, sanitary and affordable housing by providing furnished 1 bedroom apartments.

The Housing Authority of Fort Mill will target with incomes that do not exceed 50% of the area median income.

The Housing Authority of Fort Mill will not administer any other special housing types unless it is necessary to do so for reasonable accommodation for persons with disabilities. .

The Housing Authority of Fort Mill will be administered in accordance with this Policy, Federal Regulations, HUD Handbooks for the HUD 811 program, The Housing Authority of Fort Mill Administrative Plan and any pertinent state and local laws.

II. PLAN PURPOSE

The purpose of this plan is to meet HUD requirements, establish local policies for program interpretation and the Holly Ridge Apartments, Inc. discretionary areas, aid the staff in program procedures to ensure consistency, and provide program information (in an understandable format) to applicants and/or participants. It is not the intent of this plan to replace and/or cite all Federal Regulations or HUD 811 regulations verbatim, but to summarize and support the regulations and program Handbooks.

III. OUTREACH TO FAMILIES

The Housing Authority of Fort Mill waiting list will be used. Special outreach efforts may be necessary when the number of families on the waiting list is insufficient to maintain the leasing schedule.

The following sources will be used by The Housing Authority of Fort Mill for outreach to families.

Catawba Mental Health will be the prime provider for all applicants.

Only if Catawba Mental Health is unable to obtain suitable clientele for a period of six months may other resources be sought that serve The Housing Authority of Fort Mill jurisdictional area.

Contact and coordination with local human service agencies that serve the The Housing Authority of Fort Mill jurisdictional area;

Only as a last resort may announcements, news articles, paid advertisements, public Service announcements on local television and radio stations, personal contact on one-to-one basis with local Realtors, apartment managers, other property managers, other property owners, special presentations as necessary developed for local churches or other civic organizations and coordination with City/County governments that serve Holly Ridge Apartments jurisdictional area be used to protect the privacy of the leased clientele.

IV. PRIVACY OF APPLICANT/PARTICIPANT INFORMATION

The following laws authorize the collection of family income and other necessary information to determine an applicant's eligibility, unit size, and income for purposes of calculating the family's rent: HUD Handbook 4350.1 Multifamily Asset Management and Project Servicing; HUD Handbook 4350.2 Section 8 Loan Management Set-Aside for Projects with HUD-Insured and HUD-held Mortgages; HUD Handbook 4350.5 Subsidy Contract Administration and Field Office Monitoring; HUD Handbook 4381.5 HUD Management Agent Handbook; HUD Handbook 4571.1 Section 202 Direct Loan Program for Housing for the Elderly or Handicapped; HUD Handbook 4571.2 Section 811 Supportive Housing For Persons with Disabilities; HUD Handbook 4571.3 Section 202 Supportive Housing for the Elderly, HUD Handbook 8025.1 Implementing Affirmative Fair Housing Marketing Requirements for Multifamily Housing.

The Housing Authority of Fort Mill may conduct a computer match to verify the information provided. This information may be released to appropriate Federal, State, and local agencies, when relevant, and to civil, criminal or regulatory investigators and prosecutors. The information will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. All requested information must be provided, including evidenced verification of all social security numbers for each family member.

Failure to provide any of the requested information will result in a delay or rejection of an applicant's eligibility approval.

V. DEFINITIONS

Admission. The point when the family becomes a participant in the program. In a tenant-based program, the date used for this purpose is the effective date of the HAP contract for a family (first date of initial lease term).

Adult. A household member who is 18 years or older or who is the head of household, or spouse, or co-head.

Adjusted Income. Annual gross income less any adjustments permitted by Federal Regulations. See 24 CFR Part 5, Section 5.611.

Allowances. HUD approved deductions from annual gross income to determine adjusted income.

Annual Income. See Attachment. Defined in 24 CFR Part 5, Section 5.609 and 5.653

Applicant or applicant family. A family that has applied for admission to a program, but is not yet a participant in the program.

Assets. See definition for Net Family Assets.

Asset Income. Income received from assets held by family members. If assets total more than \$5,000, income from the asset income and imputed asset income is counted in annual income.

Assisted Lease (or “Lease”). A legally binding contract between the owner and the tenant. The regulations governing HUD’s various multifamily housing programs state that owners must use leases that are in an acceptable form to HUD.

Child Care Expenses. Allowable deduction from annual gross income. See Attachment.

Ceiling Rent. Maximum rent determined and set by some HUD.

Citizen. A citizen (by birth or naturalization) or national of the United States.

Complex for Disabled Families. A complex for disabled families is a complex or portion of a complex to which regulations for housing assistance apply that was designed for occupancy by the disabled at its inception (and that has retained that character) or, although not so designated, for which The Housing Authority of Fort Mill gives preference in tenant selection (with HUD approval) for all units in the complex (or for a portion of the units in the complex) to disabled families.

Contract Rent. The total amount of rent by HUD as the operating rent minus the utility allowance.

Cooperation Agreement. An agreement between The Housing Authority of Fort Mill and the applicable local governing body or bodies which assures exemption from real and personal property taxes, provides for local support and services for the development and operation of the complex, and provides for HUD payments in lieu of taxes.

Credible Evidence. Evidence of drugs found in the dwelling unit, evidence, which is tied to the drug activity, arrest, warrants issued, drug raids, or arrest, or conviction for such activity.

Decent, Safe and Sanitary. Housing is decent, safe and sanitary if the requirements of the federal regulations are met.

Deductions. Federally mandated allowable deductions from annual gross income. See Attachment.

Dependent. A member of the family household (excluding foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or is person with a disability, or is a full-time student. No dependents will be family members on a lease.

Disability Assistance Expenses. Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. See Attachment.

Disabled Person. See Person with Disabilities.

Disabled Family. A family whose head, spouse, or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

Displaced Person. A person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of disaster declared or otherwise formally recognized under federal disaster relief laws.

Displacement by Inaccessibility of Unit. An applicant is involuntarily displaced by inaccessibility of a unit if:

1. A member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and
2. The owner is not legally obligated to make changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation.

Displacement as a Result of HUD Disposition of Units. Involuntary displacement includes HUD disposition of multifamily rental housing complex under Section 203 of the Housing and Community Development Amendments of 1978.

Domicile. The legal residence of the household head or spouse as determined in accordance with State and local law.

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. 803) including the manufacture of methamphetamine.

EO Plan. Equal Opportunity Housing Plan. The EO plan establishes The Housing Authority of Fort Mill policies for implementing civil rights requirements.

Effective Date. The effective date of an examination or reexamination refers to (a) in case of an examination for admission, the effective date of initial occupancy, and (b) in the case of reexamination of an existing resident, the effective date of the predetermined total tenant payment.

Elderly Family. A family whose head or spouse (or sole member) is an elderly or disabled person. It may include two or more elderly or disabled persons living together, or one or more of these persons living with one or more live-in aides.

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

Extremely Low-Income Family. A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Family. Defined in 24 CFR 5. Family includes but is not limited to: (a) a family with or without children; (b) an elderly family; (c) a near-elderly family; (d) a disabled family; and (g) a single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. See 24 CFR 5.403.

Family Members. Any household members except live-in aides, foster children and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All members are listed on the HUD 50058.

Family Self-Sufficiency (FSS) Program. A program established by a PHA within its jurisdiction to promote self-sufficiency among participating families, including the provision of supportive services to these families, as authorized by Section 23 of the U.S. Housing Act of 1937.

Family Unit Size. The appropriate number of bedrooms for a family. Family unit size is determined by The Housing Authority of Fort Mill under their occupancy standards or subsidy standards.

Fraud. Intentionally providing false, incomplete or inaccurate information on an application, recertification form, or failure to report all sources of income received by the family.

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

Handicapped Person. (This definition is to be used for purposes of maintaining nondiscrimination practices (see 24 CFR 8.3); see Person with Disability definition for purposes of defining disability).

Includes any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment. This term does not include any individual who is an

alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from participating in the program or activity in question, or whose participation, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others. As used in this definition, the phrase:

A. Physical or mental impairment includes:

1. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive; digestive, genito-urinary, hemic and lymphatic skin; and endocrine; or
2. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term physical or mental impairment includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addition and alcoholism.

B. Major life activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

C. Has a record of such means:

1. Has a physical or mental impairment that does not substantially limit one or more major life activities but that is treated by a recipient as constituting such a limitation.
2. Has a physical or mental impairment that substantially limits one or more major life activities only as a result of the attitudes of others toward such impairment; or
3. Has none of the impairments defined in paragraph (a) of this section but is treated by a recipient as having such an impairment. (See also definition for "Qualified individual with Handicap).

Head of Household. The head of household is the person who assumes legal and moral responsibility for the household.

Housing Assistance Payment Contract. A written contract between The Housing Authority of Fort Mill and HUD for the purpose of providing housing assistance payments to the owner on behalf of an eligible family.

Housing Assistance Plan. A local housing assistance plan approved by the field office meeting the requirements of the community development block grant regulation (24 CFR 570) whether or not the unit of general local government submitting the plan is a participant in the block grant program.

Imputed Asset. Asset disposed of for less than Fair Market Value during two years preceding examination or reexamination.

Imputed Income. Calculation used when assets exceed \$5,000.00, e.g., HUD passbook rate x total cash value of assets.

Incremental Units. The number of budgeted units minus any units for which HUD provided tenant-based program funding designated for families previously residing in housing with Section 8 project-based assistance.

INS. The U.S. Immigration and Naturalization Service.

Income Deductions. See Deductions Attachment.

Income Limits. HUD established extremely low, very low-income and low-income limits that are used to determine if assisted housing program applicants qualify for admission to HUD-assisted programs. These income limits are based on HUD estimates for area median family income (using Metropolitan Statistical Areas or Primary Metropolitan Statistical Areas as defined by the Office of Management and Budget (OMB) and the Bureau of the Census definition of family) with specific statutorily permissible adjustments. If the income limits based on this approach would be less than if based on the relevant State non-metropolitan median family income level, income limits are based on the State non-metropolitan family income level.

Landlord. Either the owner of the property or their representative or the managing agent as designated by the owner.

Lease. A written agreement between The Housing Authority of Fort Mill and a family for the leasing of a housing unit.

Live-in Aide. A person who resides with an elderly person or disabled person and who:

1. Is determined by the landlord to be essential to the care and well-being of the person.
2. Is not obligated for the support of the person.
3. Would not be living in the unit except to provide necessary supportive services.
4. Cannot be considered as a remaining family member.

The Housing Authority of Fort Mill does not allow a live-in aide due to the bedroom size.

Local Preference. A preference which may be used by The Housing Authority of Fort Mill to select among applicant families.

Low-Income Family. A family whose annual incomes does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

Major Life Activities. Functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

Medical Expenses. Allowable deductions from annual gross income for certain types of program participants. See Attachment.

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 annual 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, including Puerto Rico, the U.S. Virgin Island, Guam, Canal Zone, etc.

Near Elderly Family. A family whose head or spouse (or sole member) is at least 50 years of age but below the age of 62 years.

Net Family Assets. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and the equity in a housing cooperative unit or in a manufactured home in which the family resides. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a 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 under 24 CFR 5, Subpart F.) In determining net family assets, The Housing Authority of Fort Mill shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received 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. See also definition for Imputed Asset and Imputed Income.

Noncitizen. A person who is neither a citizen nor a national of the United States, and is not eligible for housing assistance unless eligible immigration status has been provided (evidenced by supporting documentation) in one of the following categories:

1. A noncitizen who has been lawfully admitted to the U.S. for permanent residence, as defined by the Immigration and Nationality Act as an immigrant (includes special agricultural workers who have been granted lawful temporary resident status).
2. A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and who has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as an exercise of discretion by the U.S. Attorney General.
3. A noncitizen who is lawfully present in the U.S. pursuant to an admission under refugee status, asylum status, or as a result of being granted conditional entry because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity.
4. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the U.S. Attorney General for emergent reasons or for reasons deemed strictly in the public interest under parole status.
5. A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation for treat of life or freedom.
6. A noncitizen lawfully admitted for temporary or permanent residence under amnesty (Section 245A of the INA).

Noncitizen Student. Housing Assistance (including continued assistance, prorated assistance or temporary deferral of termination or assistance) is prohibited to all noncitizen students (including spouses or minor children) who have a residence in a foreign country that the person has no intention of abandoning; are a bona fide student qualified to pursue a full course of study; and are admitted to the U.S. temporarily and solely for purposes of pursuing such a course of study, particularly designated by such person and continually approved by the U.S. Attorney General.

Occupancy Standards. Standards established by The Housing Authority of Fort Mill to determine the appropriate number of bedrooms for families of different sizes and compositions. See definition of "family unit size."

Participant. A family that has been admitted to Holly Ridge Apartments, HUD 811 voucher program and is currently assisted in the program. The family becomes a participant on the effective date of the first lease executed by The Housing Authority of Fort Mill for the family (first day of initial lease term).

Person with Disability. A person who is any of the following:

1. Has a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) which states: “Inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months, or in the case of an individual who has attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial, gainful activity requiring skills or ability comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.”
2. Is determined, pursuant to regulations, to have a physical, mental, or emotional impairment that:
 - (i) Is expected to be of long-continued and indefinite duration;
 - (ii) Substantially impedes his or her ability to live independently; and
 - (iii) Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
 - (vi) Or is a person who has developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)) to include persons that have a severe chronic disability that:
 - (a) Is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - (b) Is manifested before the person attained age 22;
 - (c) Is likely to continue indefinitely;
 - (d) Results in substantial functional limitation in three or more of the following areas of major life activity: (1) self care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity of independent living, and (7) economic self-sufficiency; and
 - (e) Reflects the person’s need for a combination and sequence of special, interdisciplinary, of generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated.

Note: This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome (1937 Act). No individual shall be considered

to be a person with disabilities for purposes of eligibility solely based on any drug or alcohol dependence.

Permanent Replacement Housing. Housing that is decent, safe, and sanitary; that is adequate for the family size; and that the family is occupying pursuant to a lease or occupancy agreement. (This term is used in defining eligibility for involuntarily displaced persons who may have received shelter after being displaced and before receiving rental assistance).

Preponderance of Evidence. Evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is evidence which as a whole shows that the fact sought to be proved is more probable than not.

Qualified Individual with Handicap Qualified Individual with Handicap. (See 24 CFR Part 8.3). With respect to any non-employment program or activity which requires a person to perform services or to achieve a level of accomplishment, an individual with handicaps who meets the essential eligibility requirements and who can achieve the purpose of the program or activity without modifications in the program or activity that the Housing Authority can demonstrate would result in a fundamental alteration in its nature; or with respect to any other non-employment program or activity, an individual with handicaps who meets the essential eligibility requirements for participation in, or receipt of benefits from that program or activity.

Ranking Preference. A preference used by the PHA to select among applicant families that qualify for a preference.

Rent. See Tenant Rent and Total Tenant Payment.

Rental Assistance Payment . The payment made by HUD to The Housing Authority of Fort Mill under lease by an eligible family, as provided in the contract, in accordance with HUD Regulations. The payment is the difference between the contract rent and the tenant rent. An additional payment is made by The Housing Authority of Fort Mill to the family when the utility allowance is greater than the total tenant payment.

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

Spouse. Spouse refers to the marriage partner, either a husband or wife, who is someone you need to divorce in order to dissolve the relationship. It includes the partner in a common law marriage. It does not cover boyfriends, girlfriends, significant others, or “co-heads.”

Standard, Permanent Replacement Housing. Decent, safe and sanitary housing, adequate for the family size, and housing that the family is occupying pursuant to a lease or occupancy agreement. Standard, permanent replacement housing does not include transient facilities (such as motels, hotels, or temporary shelters); or in cases

of domestic violence, the housing unit in which the applicant, and the applicant's spouse or other member of the household who engages in such violence, live.

Tenant Rent. The amount payable monthly by the family as rent to The Housing Authority of Fort Mill Where all utilities (except telephone) and other essential housing services are supplied by The Housing Authority of Fort Mill , Tenant Rent equals Total Tenant Payment. Where some of all utilities (except telephone) and other essential housing services are not supplied by The Housing Authority of Fort Mill and the cost thereof is not included in the amount paid as rent. Tenant Rent equals Total Tenant Payment less the utility allowance. Total tenant payment does not include charges for excess utility consumption or other miscellaneous charges.

Total Tenant Payment. Total income-based tenant payment shall be **the highest** of the following, rounded to the nearest dollar:

1. Thirty percent (30)% of the monthly adjusted income;
2. Ten percent (10%) of monthly income;
3. Minimum rent as set The Housing Authority of Fort Mill of \$25.00;
4. Ceiling rent as set by HUD;

OR

5. Contract rent as set by HUD

Unit. Dwelling unit.

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 the unit, an amount equal to the estimate made or approved by The Housing Authority of Fort Mill or HUD, under 24 CFR 5, of the monthly cost of a reasonable consumption of such utilities and other services (excluding any allowance for air-conditioning as required by HUD) 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 for the unit, if applicable, exceeds the Total Tenant payment or minimum rent for the family occupying the unit.

Very Low-Income Family. A 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. HUD may establish very low-income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

Violent Criminal Activity. Any illegal criminal activity that has one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Waiting List Admission. An admission from The Housing Authority of Fort Mill waiting list.

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.

VI. FAIR HOUSING AND EQUAL OPPORTUNITY HOUSING POLICY

A. Fair Housing

In accordance with the following regulations, The Housing Authority of Fort Mill will not on account of race, color, creed, sex, disability status, familial status, or national or ethnic origin deny to any family the opportunity to apply or receive housing assistance. Selections will be made in accordance with the applicable requirements included herein.

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the implementing regulations 24 CFR Part 1 and title VIII of the Civil Rights Act of 1968, as amended;
2. The Fair Housing Act (42 U.S.C. 3601-3619) and the implementing regulations at 24 CFR Parts 100, 108, 109 and 110;
3. Executive Order 11063 an Equal Opportunity in Housing (1962), as amended, Executive Order 12259, 46 FR 1253 (1980), as amended, Executive Order 12893, 56 FR 2939 (1994) (implementing regulations at 24 CFR Part 107);
4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and the implementing regulations at 24 CFR Part 146; and
6. Title II of the Americans with Disabilities Act (42 U.S.C. 12101-12213) to the extent applicable.

Selections will be made in accordance with the selection criteria consistent with HUD's affirmative fair housing objectives and are included herein.

The Housing Authority of Fort Mill will post on the applicant/resident information bulletin board the telephone number for the HUD Office of Fair Housing and Equal Opportunity (FHEO) toll free hotline (800-424-8590). Under the Fair Housing Act, owners, or other housing providers must not take any of the actions listed below based on race, color, religion, sex, disability, familial status, or national origin:

1. Deny anyone the opportunity to apply to rent housing, or deny to any qualified applicant the opportunity to lease housing suitable to his or her needs;
2. Provide anyone housing that is different from that provided to others;
3. Subject anyone to segregation, even if by floor or wing;
4. Restrict anyone's access to any benefit enjoyed by others in connection with the housing program;
5. Treat anyone differently in determining eligibility or other requirements for admission, in use of the housing amenities, facilities or programs, or in the terms and conditions of a lease.
6. Deny anyone access to the same level of services;
7. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program;
8. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons;
9. Discriminate in the provision of brokerage services or in residential real estate transactions;
10. Discriminate against someone because of that person's relation to or association with another individual; or
11. Retaliate against, threaten, or act in any manner to intimidate someone because he or she has exercised rights under the Fair Housing Act.

B. Equal Opportunity Housing Plan

In addition to the Fair Housing and Equal Opportunity Housing efforts specifically indicated throughout this policy The Housing Authority of Fort Mill will affirmatively further fair housing goals and comply with equal opportunity requirements by the following actions:

1. By adoption of this policy, compliance by The Housing Authority of Fort Mill with all fair housing and equal opportunity regulations and requirements, is certified.
2. Encouraging owners to make suitable units located outside areas of poverty or racial concentration available for leasing in the program to provide participants with the broadest geographical choice in selection.

3. Provide available information and assist any applicants and/or participants if they believe discrimination has occurred to include provision of a Housing Discrimination Complaint form (HUD-903).
4. Recruitment and equal opportunity employment practices will be utilized to attract and recruit qualified minority applicants for any vacancies.

C. Reasonable Accommodation

The Housing Authority of Fort Mill will include in its application and interview process procedures to ensure that applicants and/or participants are aware of their opportunity to request reasonable accommodations. Should any applicant or participant indicate the need for reasonable accommodations, The Housing Authority of Fort Mill will make available to them a Request for Reasonable Accommodation form. It is the policy of The Housing Authority of Fort Mill to make every effort possible to provide reasonable accommodations for persons with disabilities when such requests are reasonable, economically, financially and administratively feasible.

The Housing Authority of Fort Mill will utilize reasonable accommodations practices for any applications received by handicapped individuals especially those involving sight or hearing impaired applicants.

The Housing Authority of Fort Mill will not remove names from the waiting list that would violate the rights of a disabled, mobility impaired, or hearing impaired person. Reasonable accommodations for application or updates will be provided to disabled (mobility impaired or hearing impaired) applicants.

VII. APPLICATIONS, ELIGIBILITY, VERIFICATION REQUIREMENTS AND WAITING LIST ADMINISTRATION

A. Applications

Applications may be made in person at The Housing Authority of Fort Mill office, by appointment, unless the waiting list is closed. The time of closing and/or opening of the waiting list will be announced by notice to Catawba Mental Health. Exceptions and special accommodations will be made for elderly or disabled (mobility, hearing or visually, impaired) individuals that are unable to come into the office.

The Housing Authority of Fort Mill will utilize reasonable accommodations practices for any applications received by persons with disabilities especially those involving sight or hearing impaired applicants. A Telecommunication Device for the Deaf (TDD) will be made available for hearing impaired applicants. All applicants or residents may use the Auditory Response System by calling 800-545-1833 ext 899.

When the waiting list is open to all applicants, applications will be accepted from all applicants. All eligible applicant names will be placed on the waiting list based on the date and time of application and preference indication (if any are specified in the Plan). At the time that The Housing Authority of Fort Mill is selecting applicants from the waiting list to rent a potential apartment, applications will be updated, information verified to determine

continued eligibility, and selections made based on the selection criteria outlined later in this Plan.

B Eligibility Requirements

Applicants must meet all of HUD's eligibility requirements, to include but is not limited to the following:

1. Applicants must be a citizen or national of the U.S. or an eligible, qualified non-citizen who have eligible immigration status (see Definitions, Section V of this Plan).
2. Head-of-household applicants must be 18 years of age or older to be eligible for assistance.
3. Program participants must be income eligible based on gross income (see Attachment 1 for income inclusions and exclusions) that is below HUD's published very-low income limits for The Housing Authority of Fort Mill's jurisdictional area.
4. The Housing Authority of Fort Mill will determine the income eligibility by comparing the family's annual gross income to the HUD-established extremely-low, very-low or low income limit for the area. The applicable income limit for selection purposes is the highest income limit for the family unit size for the areas in the housing authority's jurisdiction. The family who is not a current program participant must be income eligible in The Housing Authority of Fort Mill jurisdictional area.

C. Definition of a Family

1. A family is defined as a single person or a group of persons consisting of two or more elderly persons or disabled persons living together, or one or more elderly, near-elderly, or disabled persons living with one or more live-in-aides. The Housing Authority of Fort Mill includes in its definition of a family: one ore more persons related by blood, marriage or operation of the law, one of whom will be an adult (age 18 or older) who will live regularly together in the unit (including foster children), or persons who can verify a stable relationship e.g., common law marriages as recognized by the State of South Carolina, or a relationship that has existed for a reasonable period of time (one year or more).
2. A family includes a family with a child or children.
3. A single person may be:
 - a. An elderly person.
 - b. A near-elderly person.
 - c. A displaced person.
 - d. A disabled person.
 - e. A single, pregnant female (physician certification may be required).

f. Any other single person.

4. Dependents must meet the HUD definition of dependent, have evidence of the family's residence as their legal residence, and/or in cases where the head-of-household is in the process of obtaining custody or adopting an individual under the age of 18, guardianship documentation or evidence of reasonable likelihood of success must be provided. Copies of tax returns that indicate the "claiming" of a dependent may be required. A child who is temporarily (less than ninety (90) days) away from the home because of placement in foster care is considered a member of the family. In cases of joint custody arrangements, the child/children can be considered a member of the family if the applicant/participant has continuous custody for more than six (6) months of the year. The Housing Authority of Fort Mill allows only one person per apartment.

5. Due to size constraints, all applicants or families will be single person families.

D. Denial of Assistance

The application will be reviewed and any ineligible applicants will be promptly notified (within ten (10) days from the date of verification of accurate information) in writing and provided with the reason for the decision and an opportunity to request an informal review of the decision as specified in this plan.

The informal review process will include a prompt written notice of the determination to include the reason for the decision, the applicant's right and how to request an informal review (must be received within ten (10) days from the date of the notice to the applicant), and an explanation of the informal review process.

Denials of eligibility or program participation may include but are not limited to the following:

1. Persons who do not meet HUD's eligibility criteria or any one or more of the eligibility criteria.

2. Past participants in the Section 8 programs and former Public Housing residents of any PHA who failed to satisfy liability to a PHA for unpaid rent or damages will be denied housing assistance unless the liability is paid in full. The Housing Authority of Fort Mill will notify the applicant of ineligibility and the name will be placed in the inactive file. If the liability is paid in full, re-application for housing may be made. Any applicant that has committed fraud, bribery or any other corruption in connection with any federal or state assistance program will be determined ineligible.

3. The Housing Authority of Fort Mill will enforce HUD's "**One Strike, You're Out**" procedures. As part of determining eligibility and/or continued assistance determinations, The Housing Authority of Fort Mill will conduct criminal background checks (to include all adult family members) either by obtaining copies of records or require applicant/participant to furnish such copies of criminal records. The Housing Authority of Fort Mill will deny admission to any applicant/participant whose activities

may have a detrimental effect on nearby residents or conducts or has conducted any activity (including alcohol abuse) that would affect the health, safety, or right to peaceful enjoyment of the nearby premises. At any time, The Housing Authority of Fort Mill may deny assistance to an applicant, or terminate assistance to a participant family, if any member of the family has committed or commits any drug-related criminal activity or violent criminal activity (to include those convicted of the illegal manufacturing or producing of methamphetamine (speed)).

If The Housing Authority of Fort Mill seeks to deny or terminate assistance because of illegal use, or possession for personal use, of a controlled substance, consideration will be given by The Housing Authority of Fort Mill in determining denials or terminations of assistance for such use or possession by a family member, if the family member can demonstrate that he or she: (1) has an addiction to a controlled substance, has a record of such an impairment, or is regarded as having such impairment; and (2) is recovering, or has recovered from, such addiction and does not currently use or possess controlled substances. The Housing Authority of Fort Mill may require a family member who has engaged in the illegal use of drugs to submit evidence of participation in, or successful completion of, a treatment program as a condition to being allowed to reside in the unit, and may require supporting evidence that the individual has remained drug-free for at least two (2) years. The Housing Authority of Fort Mill reserves the right to deny eligibility if there is reasonable doubt of the rehabilitation in order to protect the health, safety and/or right to peaceful enjoyment of the premises.

The Housing Authority of Fort Mill may deny or terminate assistance if the preponderance of evidence indicates that a family member has engaged in drug-related criminal activity or violent criminal activity, regardless of whether the family member has been arrested or convicted.

4. Have engaged in or threatened abusive or violent behavior toward any The Housing Authority of Fort Mill staff or resident.
6. Have a family member who is a lifetime registrant as a sex offender.
6. The Housing Authority of Fort Mill reserves the right to deny assistance based on any other activity that could adversely affect the health, safety, and right to peaceful enjoyment of the premises.
7. Any misrepresentation of applicant's information will be considered grounds for denial of program's participation or termination of assistance.
8. The Housing Authority of Fort Mill must receive income information verifying that an applicant is eligible within a period not greater than sixty (60) days before admission to The Housing Authority of Fort Mill rental housing.
9. Applicants that have been determined ineligible must wait ninety (180) days before re-application (should situations change) after receipt of an ineligibility letter.
10. Do not supply information or documentation required by the application process.

11. Have failed to respond to a written request for information or a request to declare their continued interest in the program.

12. Have a history of not meeting financial obligations, especially rent paying habits are unsatisfactory; no demonstrated performance of meeting financial obligations.

13. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants; could have an adverse influence upon sound family and community life.

14. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property

For the purpose of this policy, if any member of the applicant family has been arrested at least one time within the prior one (1) year period for this purpose, they will be determined to have engaged in criminal activity, drug-related criminal activity or violent criminal activity.

15. Have a history of disturbing neighbors or destruction of property.

16. Were evicted from federally assisted housing within the last two years because of drug related criminal activity. The two year limit is based on the date of such eviction, not the date the crime was committed.

However, The Housing Authority of Fort Mill may admit the household if it is determined:

A. The household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by The Housing Authority of Fort Mill; or

B. The circumstances leading to the eviction no longer exist (for example the criminal household member is imprisoned or died).

17. Are currently engaging in the illegal use of a controlled substance. For purposed of this section, a member is "currently engaged in" the criminal activity if the person has engaged in this behavior recently enough to justify a reasonable belief that the behavior is current.

18. The Housing Authority of Fort Mill determines that is has reasonable cause to believe that a household member's illegal use of or pattern of illegal use of a drug may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

19. The Housing Authority of Fort Mill determines that it has reasonable cause to believe 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.

20. Have engaged in or threatened abusive or violent behavior towards any The Housing Authority of Fort Mill staff member or resident.

21. Fugitive felons, parole violators, and persons fleeing to avoid prosecution or custody or confinement after conviction for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees.

21. Denied for Life: If any family member has been convicted of manufacturing or producing methamphetamine on the premises of any federally assisted housing.

22. Denied for Life: Has a lifetime registration under a State sex offender registration program.

In determining whether to deny admission for illegal drug use by a household member who is no longer engaging in such abuse, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, The Housing Authority of Fort Mill, may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program;
2. Has successfully completed a supervised drug or alcohol rehabilitation program; or
3. Has otherwise been successfully rehabilitated.

For this purpose, The Housing Authority of Fort Mill will require the applicant to submit evidence of the household member's current participation in, or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.

Before The Housing Authority of Fort Mill denies admission to The Housing Authority of Fort Mill on the basis of a criminal record, The Housing Authority of Fort Mill must notify the household of the proposed action and must provide the person with the criminal record (i.e., a child) and the applicant (head of household) with a copy of the criminal record and an opportunity to dispute the accuracy and relevance of that record. The applicant will have **ten (10)** calendar days to dispute the accuracy and relevance of the record in writing. If The Housing Authority of Fort Mill does not receive the dispute within the allotted time, the applicant will be denied.

E. Verification Requirements

Applicants and participants must sign consent and release of information forms as required by The Housing Authority of Fort Mill and HUD in order for The Housing Authority

of Fort Mill to obtain verification of income and eligibility status. Failure to sign consent and release forms will result in ineligibility and/or termination of assistance. Verification requirements include, but are not limited to the following:

1. Up-Front Income Verifications (UIV)

- a. Enterprise Income Verification (EIV) – HUD’s online wage and benefit system that allows Multi-Family properties to verify tenant reported income from an independent source in computerized form

It is important to note that EIV data will only be used to verify an applicant or resident’s eligibility for participation in a rental assistance program and to determine the level of assistance the resident is entitled to receive and only by properly trained person whose duties require access to this information. Any other use, unless approved by the HUD Headquarters EIV Security System Administrator, is specifically prohibited and will not occur.

No adverse action can be taken against a resident until The Housing Authority of Fort Mill has independently verified the EIV information and the resident has been granted an opportunity to contest any adverse findings through the established grievance procedure. The consequences of adverse findings may include The Housing Authority of Fort Mill requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, termination of assistance, criminal prosecution or any other appropriate remedy.

Furthermore, the information The Housing Authority of Fort Mill derives from the EIV system will be protected to ensure that is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals.

Once the data has served its purpose, for a period of three (3) years, it shall then be destroyed by either burning or shredding the data.

The Housing Authority of Fort Mill will use additional EIV resources as they become available.

A new tenant will have EIV accessed within 90 days of their move in date to verify their income.

2. Income and deductions must be verified by third-party verification. Verification forms will be sent by mail to the appropriate third party with a request that the form be returned by mail. In the event that the verification is not possible due to unwillingness by source to respond or that the information is not returned within a four-week period, a notation to the file must be made and the staff must obtain third-party oral verification or such other means available. Staff will use a documented contact form for telephone verifications. Notarized statements will be used as a last resort.

3. Income verifications cannot be greater than sixty (60) days before the admission to The Housing Authority of Fort Mill and all other verifications may not be greater than 120 days.
4. Social Security number verifications are mandatory for all program participants. Acceptable verification includes: valid social security cards; an identification card issued by a Federal, State or local agency, employer; medical insurance agency; earning statements from employment; IRS form 1099; or benefit award letters from government agencies.
5. Copies of birth certificates or other documentation as designated by The Housing Authority of Fort Mill for all family members must be made available. Certification of citizenship forms must be executed by participants of the program. If birth certificates are unavailable due to extenuating circumstances, The Housing Authority of Fort Mill withholds the right to accept other forms of proof of birth (such as family bible, etc.)
6. Verifications must be obtainable for all other allowable deductions from income.
7. Any other verifications that will indicate suitability for tenancy such as criminal background determinations, sex offender records, etc.

F. WAITING LIST ADMINISTRATION

Opening and Closing of the Waiting List

Opening of the waiting list will be announced with a notice to Catawba Mental Health stating that applications for The Housing Authority of Fort Mill will again be accepted. The notice will state where, when, and how to apply. The notice will state any limitations to who may apply.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program and such applicants will not lose their place on other waiting lists when they apply for The Housing Authority of Fort Mill. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a notice to Catawba Mental Health. The notice will state the date the waiting list will be closed.

Organization of the Waiting List

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

1. The application will be a permanent file;
2. All applications will be maintained in order of date and time of application; and

3. Any contact between The Housing Authority of Fort Mill and the applicant will be documented in the applicant file.

PURGING THE WAITING LIST

The Housing Authority of Fort Mill will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom The Housing Authority of Fort Mill has current information, i.e., applicant's address, family composition, income category, and preferences.

REMOVAL OF APPLICANTS FROM THE WAITING LIST

The Housing Authority of Fort Mill will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program;
- C. The applicant does not meet either the eligibility or suitability criteria for the program; or
- D. The applicant is housed.
- E. The applicant fails to keep the application updated.

Applicants will be offered the right to an informal review before being removed from the waiting list by a letter to their last known address.

MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with The Housing Authority of Fort Mill will be sent a notice of termination of the process for eligibility.

The Housing Authority of Fort Mill will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, The Housing Authority of Fort Mill will work closely with the family to find a more suitable time.

Good Cause is defined as a family emergency, sickness or immediate family death.

NOTIFICATION OF NEGATIVE ACTIONS

Any applicant whose name is being removed from the waiting list will be notified by The Housing Authority of Fort Mill in writing, **that they have ten (10) business days from the date of the written correspondence to present mitigating circumstances or request in writing an informal review.** The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the timeframe specified. The Housing Authority of Fort Mill system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, The Housing Authority of Fort Mill will verify that there is in fact a disability and the disability caused the failure to respond, and will provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

VIII. SELECTIONS, EXCEPTIONS, BRIEFINGS, AND OCCUPANCY SIZE DETERMINATIONS

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies or requires a transfer from a non-accessible unit. Any family required to transfer will be given a 30-calendar day notice.

A. Selection From the Waiting List

Selection: All applicants will be selected for tenancy by date and time of application.

B. Offer of a Unit

When The Housing Authority of Fort Mill discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority by date and time of application.

The Housing Authority of Fort Mill will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given two (2) business days from the date the family was contacted by telephone or five (5) business days from the date the letter was mailed to contact The Housing Authority of Fort Mill regarding the offer.

The family will be offered the opportunity to view the unit. The family will have two (2) business days to view and accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, The Housing Authority of Fort Mill will send the family a letter documenting the offer and the rejection.

The family paying the initial deposit and rent will determine acceptance of a unit. The Housing Authority of Fort Mill may grant additional time to pay a security deposit in unusual circumstances.

C. Rejection of Unit

If The Housing Authority of Fort Mill did not skip over other families on the waiting list to reach this family, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected. The family will remain on the waiting list, but when offered for a second time and rejected, their file will be placed inactive.

D. Acceptance of Unit

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease, all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation when they are initially accepted for occupancy. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, the current schedule of routine maintenance charges, fraud letter, house/apartment guidelines, maintenance service with emergency information, parking policy, pet policy, resident rights and responsibilities, fact sheet and rent collection policy. These documents will be explained in detail. The applicant will sign a certification that they have

received these documents and that they have reviewed them with The Housing Authority of Fort Mill personnel. The certification will be filed in the tenant's file.

The signing of the lease and the review of financial information are to be privately handled. The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and The Housing Authority of Fort Mill will retain the original executed lease in the tenant's file.

The family will pay a security deposit at the time of lease signing. The security deposit will be equal to:

A. The Total Tenant Payment (rent plus utilities) or 50.00 whichever is greater

In exceptional situations, The Housing Authority of Fort Mill reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one third with their second rent payment, and one third with their third rent payment. This shall be at the sole discretion of The Housing Authority of Fort Mill.

In the case of a move within the apartment complex, the security deposit for the first unit will be transferred to the second unit.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

IX. LEASES

The tenant and owner must enter into a written lease for the unit. The Housing Authority of Fort Mill Model lease for 811 PRAC's must be used. .

Rent changes are subject to HUD rent requirements.

X. INCOME DETERMINATIONS, DEDUCTIONS FROM INCOME, AND TOTAL TENANT PAYMENT CALCULATIONS

A. Income Determinations

The requirements for determining whether a family is eligible for assistance, and

the amount of rent the family will pay, require the owner to project or estimate the annual income that the family expects to receive. There are several ways to make this projection. The following are two acceptable methods for calculating the annual income anticipated for the coming year:

Generally the owner must use current circumstances to anticipate income. The owner calculates projected annual income by annualizing *current* income. Income that may not last for a full 12 months should be calculated assuming current circumstances will last a full 12 months. If changes occur later in the year, an interim recertification can be conducted to change the family's rent.

If information is available on changes expected to occur during the year use that information to determine the total *anticipated* income from all known sources during the year.

Income will be based on the anticipated total income from all sources (unless indicated on Attachment 1, Income Exclusions), including net income derived from assets (actual and/or imputed), receiving by the participant family, for the 12-month period following the effective date of initial determination or reexamination/recertification.

In the event that is not feasible to anticipate income for a 12-month period, the The Housing Authority of Fort Mill may use the annualized income anticipated for a shorter period of time, or in the event an anticipated amount cannot be determined (such as for temporary or seasonal employees) the income can be determined by using the previous 12-month period.

B. Deductions from Income

1. There are five possible deductions that may be subtracted from annual income based on **allowable family expenses and family characteristics. The remainder, after these deductions are subtracted, is called adjusted income. Adjusted income is generally the amount upon which rent is based. Before rent is calculated, annual adjusted income is converted to monthly adjusted income. Of the five possible deductions, three are available to any assisted family, and two are permitted only for elderly or disabled families.**

1. The three types of deductions available to any assisted family are:

- a. A deduction for dependents;
- b. A child care deduction; and
- c. A disability assistance deduction.

The Housing Authority of Fort Mill are designed to be for a one person family whereas, no deduction for dependents or child care deduction should be applicable.

2. The two types of deductions permitted only for families in which the head, spouse, or co-head is elderly or disabled are:

- a. An elderly/disabled family deduction; and
- b. A deduction for unreimbursed medical expenses.

NOTE: A family may not designate a family member as head or co-head solely to become eligible for these additional benefits. The remaining member of a family listed in paragraph 5-9 B.2 who is not 62 or older or a person with disabilities is not eligible for these allowances. Deductions

Deduction for Disability Assistance Expense

1. Families are entitled to a deduction for unreimbursed, anticipated costs for attendant care and “auxiliary apparatus” for each family member who is a person with disabilities, to the extent these expenses are reasonable and necessary to enable any family member 18 years of age or older who may or may not be the member who is a person with disabilities to be employed.
2. This deduction is equal to the amount by which the cost of the care attendant or auxiliary apparatus exceeds 3% of the family’s annual income. However, the deduction may not exceed the earned income received by the family member or members who are enabled to work by the attendant care or auxiliary apparatus.
3. If the disability assistance enables more than one person to be employed, the owner must consider the entire household income.
4. Auxiliary apparatus includes items such as wheelchairs, ramps, adaptations to vehicles, or special equipment to enable a sight-impaired person to read or type, but only if these items are directly related to permitting the disabled person or other family member to work.
 - a. Include payments on a specially-equipped van to the extent they exceed the payments that would be required on a car purchased for transportation of a person who does not have a disability.
 - b. The cost of maintenance and upkeep of an auxiliary apparatus is considered a disability assistance expense (e.g., the veterinarian costs and food costs of a service animal; the cost of maintaining the equipment that is added to a car, but not the cost of maintaining the car).
 - c. If the apparatus is not used exclusively by the person with a disability, the owner must prorate the total cost and allow a specific amount for disability assistance.
5. In addition to anticipated, ongoing expenses, one-time nonrecurring expenses of a current resident for auxiliary apparatus may be included in the calculation of the disability assistance expense deduction after the expense is incurred. These expenses may be added to the family’s total disability assistance expense either at the time the expense occurs through an interim recertification or in the rent calculation during the following annual recertification.
6. Attendant care includes but is not limited to reasonable expenses for home medical care, nursing services, housekeeping and errand services, interpreters for hearing-impaired, and readers for persons with visual disabilities.

D. Medical Expense Deduction

1. The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 years old or is a person with disabilities (elderly or disabled families).
 2. If the family is eligible for a medical expense deduction, owners must include the unreimbursed medical expenses of all family members, including the expenses of nonelderly adults or children living in the family.
 3. Medical expenses include all expenses the family anticipates to incur during the 12 months following certification/recertification that are not reimbursed by an outside source, such as insurance.
 4. The owner may use the ongoing expenses the family paid in the 12 months preceding the certification/recertification to estimate anticipated medical expenses.
 5. The medical expense deduction is that portion of total medical expenses that exceeds 3% of annual income.
- NOTE:** If the one-time expense is added at an interim recertification, it cannot be added to expenses at the annual recertification.
8. Not all elderly or disabled applicants or participants are aware that their unreimbursed expenses for medical care are included in the calculation of adjusted income for elderly or disabled families. For that reason, it is important for owners to ask enough questions to obtain complete information about allowable medical expenses. The following list

highlights some of the most common expenses that may be deducted. A list of examples of eligible medical expenses may be found below:

- a. Services of doctors and health care professionals;
- b. Services of health care facilities;
- c. Medical insurance premiums or costs of an HMO;
- d. Prescription/nonprescription medicines that have been prescribed by a physician;
- e. Transportation to treatment;
- f. Dental expenses;
- g. Eyeglasses, hearing aids, batteries;
- h. Live-in or periodic medical assistance such as nursing services, or costs for an assistance animal and its upkeep;
- i. Monthly payments on accumulated medical bills;
- j. Medical care of a permanently institutionalized family member *if* his or her income is included in annual income; and
- k. Long-term care insurance premiums. The family member paying a long-term care insurance premium must sign a certification that states the insurance is guaranteed renewable, does not provide a cash surrender value, will not cover expenses covered under Medicare, and restricts the use of refunds. The certification must be maintained in the family's occupancy file.

9. Special calculation for families eligible for disability assistance and medical expense deductions. If an elderly family has both unreimbursed medical expenses and disability assistance expenses, a special calculation is required to ensure that the family's 3% of income expenditure is applied only one time. Because the deduction for disability assistance expenses is limited by the amount earned by the person enabled to work, the disability deduction must be calculated before the medical deduction is calculated.

- a. When a family has unreimbursed disability assistance expenses that are less than 3% of annual income, the family will receive no deduction for disability assistance expense. However, the deduction for medical expenses will be equal to the amount by which the sum of both disability and medical expenses exceeds 3% of annual income.
- b. If the disability assistance expense exceeds the amount earned by the person who was enabled to work, the deduction for disability assistance will be capped at the amount earned by that individual. When the family is also eligible for a medical expense deduction, however, the 3% may have been exhausted in the first calculation, and it then will not be applied to medical expenses.
- c. When a family has both disability assistance expenses and medical expenses, it is important to review the collected expenses to be sure no expense has been inadvertently included in both categories.

E. Elderly Family Deduction

An elderly or disabled family is any family in which the head, spouse, or co-head (or the sole member) is at least 62 years of age or a person with disabilities. Each elderly or disabled family receives a \$400 family deduction. Because this is a "family deduction" each family receives only one deduction, even if both the head and spouse are elderly or disabled.

XI. UNIFORM PHYSICAL CONDITION STANDARDS INSPECTIONS

A. Inspections

Move-in inspection report signed by both the landlord and tenant;

Unit Inspections

A. Overview

1. The move-in inspection is an opportunity to familiarize the tenant with the project and the unit, as well as to document its current condition. By performing move-in inspections, owners and tenants are assured that the unit is in livable condition and is free of damages. A move-

in inspection gives the owner an opportunity to explain to the new residents the tenant's responsibility for damages caused to the unit by family members and visitors, discuss the house rules, and familiarize tenants with the operation of appliances and equipment in the unit.

2. Upon the unit being vacated by the tenant, the landlord performs a move-out inspection to ensure there are no damages to the unit. The landlord should list the damages on the move-out form and compare it with the move-in form to determine if the damage is reasonable wear or tear or excessive damage caused by the tenant's abuse or negligence. The tenant should be given prior notice of the move-out inspection and be allowed to accompany the owner if the tenant chooses. Ideally, the tenant should accompany the owner on the move-out inspection so that any discrepancies can be discussed and a decision reached as to the extent of the damage and who is responsible for the cost associated with the damage.

3. Move-in and move-out inspection forms should not be confused with annual unit inspections performed by owners and physical inspections performed by HUD and/or HUD contractors. Owners perform unit inspections on at least an annual basis to determine whether the appliances and equipment in the unit are functioning properly and to assess whether a component needs to be repaired or replaced. This is also an opportunity to determine any damage to the unit caused by the tenant's abuse or negligence and, if so, make the necessary repairs and bill the tenant for the cost of the repairs.

4. HUD, or its authorized contractor(s), has the right to inspect the units and the entire property to ensure that the property is being physically well maintained. These inspections assure HUD that owners are fulfilling their obligations under the regulatory agreements and/or subsidy contracts and that tenants are provided with decent, safe, and sanitary housing.

All housing units must have an initial and annual inspection and must pass the Uniform Physical Condition Standard (UPCS) as set forth in the Federal Regulations, HUD Handbooks, and pertinent State and local laws to be placed under the HUD 811 program. In addition, The Housing Authority of Fort Mill may require that units comply with the minimum local Housing Code. As permitted by the Federal regulations, The Housing Authority of Fort Mill requires that all windows that are designed to be "openable" have window screens, and all outside doors have door screens.

B. Annual Inspections

Annual inspections must be made on each unit under the program within the operating fiscal year for The Housing Authority of Fort Mill

C. Move-out Inspections

Move-out inspections will be conducted, by The Housing Authority of Fort Mill on the date the keys are returned to management or the unit is being returned as vacant due to abandonment or eviction under current Landlord Tenant Law.

D. Units Failing UPCS

The maintenance staff will be issued a work order of all unit deficiencies and fail items and a timetable for correction. Emergency items (threat to health or safety) will necessitate contact by telephone (followed by correspondence) and must be corrected within 24 hours.

All other non-emergency repairs must be done by the Maintenance Staff within a reasonable time up to 14 days after notification except for painting. The Housing Authority of Fort Mill may provide an extended period for painting based on weather conditions. If the tenant caused the need for repair, the tenant will pay the reasonable cost for repair as stated on the Maintenance Charge Schedule. If the repair is not listed on the Maintenance Charge Schedule then the actual cost incurred will be charged to the tenant.

In the event that UPCS inspections determine that there are serious housekeeping problems, The Housing Authority of Fort Mill will notify the family in writing of the conditions. The correspondence will include notice that the unit may fail inspection based on the unit's failure to meet the required decent, safe, and sanitary requirements of the program and could lead to HAP contract termination.

XII. SECURITY DEPOSITS

The landlord may collect a security deposit from the tenant; however, the security deposit may not be in excess of amounts charged by the owner to unassisted tenants.

The landlord may collect from the tenant the total tenant payment or \$50.00 whichever amount is greater.

Any unused or unclaimed portion (amounts owed by the family to the owner for unpaid rent or amounts owed under the lease) of a security deposit must be refunded to the family as designated by the lease

The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

Within 30 days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit without interest after deducting whatever amount is needed to pay the cost of:

- a. There are no unpaid rents, damages, or other charges (beyond normal wear and tear) assessed and owed to The Housing Authority of Fort Mill by the family
- b. The apartment, equipment and yard have been left in clean condition and all trash and debris have been removed
- c. All keys issued to the family are turned in to the Landlord upon vacating the apartment.
- d. The Resident must give Management a written thirty (30) day notice to vacate the unit. Any security deposit amount paid by the resident will be forfeited unless the required notice to vacate is provided to Management.

The Resident further understands and agrees that the Landlord will retain any interest earned on the security deposit while held in trust during the time of tenancy with the Landlord.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will meet with the Resident to discuss the charges.

XIII. Lease Termination by The Housing Authority of Fort Mill

1. The owner may not terminate the tenancy except on the following grounds:
 - a. Nonpayment of rent or other charges due under the Lease (i.e. mtncce charges), or three (3) legal eviction notices (Rule and Order), served in any twelve (12) month period;
 - b. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertification, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
 - c. Furnishing false or misleading information during the application or review process; examples include information concerning income assets, or family composition in connection with any federal housing assistance program; commitment of fraud; breach of any agreement such as vacating a unit without notice and/or failure to reimburse any Housing Authority for amounts owed to a Housing Authority under any housing assistance program;
 - d. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers; allowing any unauthorized person(s) to live in the unit beyond a visitor period (subject to Landlord approval) of fourteen (14) days during any consecutive twelve (12) month period.
 - e. Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
 - f. Failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
 - g. Failure to abide by applicable building and housing codes materially affecting health or safety;
 - h. Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
 - i. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
 - j. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
 - k. Failure to pay reasonable charges for the repair of damages to premises, property buildings, facilities or common areas;

- l. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of The Housing Authority of Fort Mill, or other person living in the immediate vicinity of the premises by the Resident or a guest of the Resident;
- m. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises; failure to refrain from and to cause household members, guest and/or any person deemed to be under the resident's control to refrain from any illegal drug-related activity on or off the premises, (as defined in the Control Substance Act (21 usc802) including the manufacture or production of methamphetamine. Any drug related violation of this term will be treated as a "serious violation of the material terms of this lease". Drug related activity is defined as the illegal manufacture, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use of a controlled substance; failure to refrain from and to cause household members, guest and/or any person deemed to be under the resident's control to refrain from any criminal activity that threatens the health, safety, or right to peaceful enjoyment of The Housing Authority of Fort Mill premises by other residents or employees of the The Housing Authority of Fort Mill Any criminal activity in violation of this term will be treated as a "serious violation of the material terms of this lease. Any criminal activity and or illegal drug activity is cause for eviction even in the absence of a conviction or arrest.
- n. Alcohol abuse by the resident's household member, guest or others under the resident's control, that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- o. The Housing Authority of Fort Mill enforces the "One Strike You're Out Policy" with Zero Tolerance. Any illegal drug-related activity, on or off the premises (as defined in the Control Substance Act (21USC802), any criminal activity, or any other activity including abuse of alcohol, that threatens the health, and safety of any of Management's communities by residents or employees of Management by the resident, resident's household members, guest and/or any person deemed to be under the resident's control. Such action are ground for expedited termination of tenancy and eviction. or
- q. Failure to allow inspection of the dwelling unit;
- r. determination that a family member has knowingly permitted an eligible citizen or ineligible non-citizen not listed on the lease to permanently reside in their unit;
- s. Determination or discovery that a resident is a registered sex offender;
- t. Failure to cause the household members, guest and or/any person deemed to be under the resident's control to ensure a CRIME-FREE HOUSEHOLD;
- u. Failure to continuously occupy the unit and not leave the unit unoccupied for more than thirty (30) consecutive days without management approval;
- v. Failure to cooperate with The Housing Authority of Fort Mill officials, employees, and or agents and to refrain from interfering;
- w. Failure to abide by the provisions of the pet policy;

- x. Determination of any member of the household has ever been convicted of drug related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing;
- y. If a Resident, resident's household members, guest and/or any person deemed to be under the resident's control is fleeing to avoid prosecution, or custody or confinement after conviction of any crime;
- z. Any other good cause.

F. Contract Terminations by The Housing Authority of Fort Mill

Termination of assistance is not applicable to Section 202 PRAC and Section 811 PRAC properties.

XV. OWNER, AND PARTICIPANT RESPONSIBILITIES AND OBLIGATIONS

In addition to provisions contained in the Lease, the following are included but not limited to, the responsibilities and obligations of the parties participating in the programs:

A. The Housing Authority of Fort Mill Responsibilities

1. Publication and dissemination of information concerning the availability and nature of housing assistance for eligible families.
2. Receipt and review of applications, verification of income, and other factors related to eligibility, amounts of assistance, and maintenance of a waiting list.
3. Notification of families determined to be ineligible.
 4. Determination of Total Tenant Payment and Tenant Rent.
5. Provision of housing information to assisted families and referral of such families to appropriate social service agencies, if needed.
6. Reexamination of income family composition, medical expenses or other eligible expense, and redetermination of Total Tenant Payment and Tenant Rent.
7. Adjustment of the amount of Total Tenant Payment, Tenant Rent, and/or utility reimbursement.
8. Inspections to determine that units are maintained in decent, safe, and sanitary condition, and written notification to families of adverse determinations.

9. Administration and enforcement of Contracts with owners and taking appropriate action in cases of noncompliance, default, program abuse and fraud.
10. Compliance with equal opportunity requirements, including efforts to provide families' assistance in locating housing in areas outside of economically and racially concentrated areas.
11. Determine who can live in the assisted unit, at admission and during the family's participation in the program.
12. Conduct informal reviews of certain The Housing Authority of Fort Mill decisions concerning applicants for participation in the program.
13. Conduct informal hearings on certain The Housing Authority of Fort Mill decisions concerning participant families.
14. Provide sound financial management of the program, including engaging an independent public accountant to conduct audits.
15. Any other task given priority consideration and support by the Board of Commissioners.
16. Performance of all property management and renting functions, including selecting an applicant to lease the unit, and deciding if the family is suitable for tenancy of the unit.
17. Maintaining the unit in accordance with UPCS or other standards as specified in this Administration Plan, including performance or ordinary and extraordinary maintenance.
18. Payment for utilities and services (unless paid directly by the family).
19. Collection of security deposit, the tenants' contribution of rent, and any charges for unit damage by the family.
- 20.. Collection, preparation and reporting of information required under the HUD 4350.3
21. Compliance with the applicable provisions of this Administrative Plan.
22. Compliance with equal opportunity requirements.
23. Notify The Housing Authority of Fort Mill and family of any changes in the amount of rent at least thirty (30) days before any such changes go into effect.
24. Notify family of any proposed charges (including charges for household appliances, utilities, or any other service) to the tenants' family other than those in the approved lease within 30 days.

25. Determining when to evict and proceeding with the action through proper legal action.

26.. Comply with South Carolina Landlord Act and any amendments thereto.

B. Program Participants Responsibilities

1. Execute or provide any required certifications, consent and release of information forms, or other documentation which The Housing Authority of Fort Mill or HUD determines to be necessary, including submission of required documents required for initial, interim or annual reexamination of family income and composition (includes submission of required evidence of citizenship or eligible immigration status). All income, including income increases, must be reported.

2. Allow The Housing Authority of Fort Mill or landlord/owner to inspect the dwelling unit at reasonable times and after reasonable notice (no notice required for cases of an emergency).

3. Notify The Housing Authority of Fort Mill by a mail certified thirty (30) day notice before vacating the dwelling unit.

4. Use the dwelling unit solely for residence by The Housing Authority of Fort Mill approved family as the family's only residence.

5. Comply with the term of the lease agreement.

6. Prevent any damage for family-caused uniform physical condition standards failure (including continuous utility services), control the conduct and/or actions of their family members, guests and visitors, and if any damage occurs, pay for any damage to the units that are caused by the tenant, family, guests, or visitors.

7. Refrain from committing any fraud in connection with the The Housing Authority of Fort Mill or any other Federal, State or local assistance program.

8. Refrain from receiving assistance under The Housing Authority of Fort Mill for occupancy of any other unit assisted under any subsidized housing program.

9. Refrain from assigning the lease or transferring the unit by any means.

10. Refrain from engaging in drug/substance abuse-related or violent criminal activity, including any such activity by any family member or guest on or off the premises.

11. Not allowing any individuals unauthorized by The Housing Authority of Fort Mill to live in the unit. Guests or visitors may only be permitted to visit with the family for not more than fourteen (14) days subject to notification to The Housing Authority of Fort Mill.

12. Refrain from activity on the part of any member of the family, guests or visitors that would disturb any neighbor's peaceful enjoyment of their own accommodations.
13. Disclose and verify social security numbers and must sign and submit consent forms for obtaining information in accordance with federal regulations.
14. Notify The Housing Authority of Fort Mill of any absence from the unit and supply information/certification requested by the PHA to verify that the family is living in the unit, or relating to family's absence from the unit.
15. The Housing Authority of Fort Mill are designed to have a single family member household. If the head of household chooses to change the size of their family, they will be issued a notice to move by Holly Ridge Apartments. This notice will be for 60 days to allow the tenant to find alternate accommodations.

XVI. ANNUAL RECERTIFICATION, INTERIM CHANGES AND REEXAMINATIONS

A. Annual Recertification

Annual recertification must be done on or before the anniversary date of the lease. Program participants must report to The Housing Authority of Fort Mill all changes in income, any additions or deletions of household members, and deduction changes (such as child care) in writing within fourteen (14) days from the date of change. Participants will be notified in writing of the annual recertification at least sixty (60) days prior to the anniversary date of the lease. Participants will be given an appointment for recertification. One cancellation and rescheduling of an appointment will be permitted. Failure to recertify will be deemed as inaction by the participating family and a violation of the family's obligations and is grounds for termination of their lease. Participants and owners will be provided with a Rental Adjustment letter at the end of the reexamination that will indicate all changes from the previous lease or previous adjustment.

B. Unit Transfers/Moves

Program participants may request to move to another unit; due to accessibility features only. However, if there is an existing tenant in the accessible unit, availability of another unit must occur before the move may occur. Any security deposit will be transferred with the unit. It is the responsibility of the tenant to pay for the cost of the move.

C. Interim Changes

Program participants must report to The Housing Authority of Fort Mill all changes in income, any additions or deletions of household members, and deduction changes (such as

child care) in writing within fourteen (14) days from the date of change. Failure to report may result in program termination and/or criminal prosecution.

For all income change that results in a decrease of the participant's total tenant payment, an interim adjustment must be made and will become effective the first of following month after the resident reports the change and verification is obtained by The Housing Authority of Fort Mill

Interim adjustments will be made to correct any errors, which may have occurred under the initial certification or for any subsequent reexaminations.

Deductions from income for additions to the household will not be changed unless specifically requested by the head-of-household until annual recertification time. All other changes to household size, household deductions, income, etc. will require an interim adjustment.

Increases in rent will become effective the first of the month following a 30 day notice by The Housing Authority of Fort Mill to the participant. In cases of a participant's failure to report income increases, the rent change will be made retroactive to the date of the income increase.

Zero income families will be contacted on a quarterly basis concerning the status of their household income. They will be advised to seek assistance from supportive agencies (DSS, Job Service, etc.). Participants that have no source of income for a period of more than three (3) consecutive months will be required to submit statements of survival until employment or other means of financial support is obtained. The Housing Authority of Fort Mill may request a credit report on these families for rent determination purposes to see if there are any amounts paid to the household on a regular basis.

D. Limitations on Household Size

If a Holly Ridge resident wishes to change the size of their family. They will be issued a 60 day notice to move.

XVII. REPAYMENT AGREEMENTS AND COLLECTIONS

Should The Housing Authority of Fort Mill determine that Rental Assistance Payments have been paid to an owner in excess of the amount that should have been paid due to unreported income, and it has been determined that there was no intentional fraud involved, a repayment agreement may be entered into with the participant. Based upon the participant's circumstances, a monthly repayment amount will be set at a reasonable rate. In the event of extreme hardship cases, The Housing Authority of Fort Mill has the right to amend the repayment agreement. The Housing Authority of Fort Mill will terminate assistance for non-payment or failure to comply with the terms of the repayment agreement.

Any repayment amounts must be paid by personal check or money order. Receipts will be issued for amounts paid in person at the PHA office.

XVIII. Income Limits

The applicable income limit for the participant is always the income limit for the area in which the family initially leases a unit and first becomes The Housing Authority of Fort Mill tenant. Any potential program participant who is not a current program participant must be income eligible in the new program area.

XIX. COMPLAINTS AND HEARINGS

A. Discrimination Complaints

If there is notification to The Housing Authority of Fort Mill that there is reason to believe that there has been any discrimination on the basis of race, color, creed, sex, disability status, familial status, or national origin, the PHA will provide the Fair Housing Complaint Form, HUD-903, and any assistance deemed necessary.

XX. OTHER ADMINISTRATIVE FUNCTIONS

The Housing Authority of Fort Mill will annually review and, where necessary, make changes to utility allowances and policies/procedures.

The management company or his/her designee will conduct internal quality reviews on the files for accuracy and completeness of documentation. Staff will be monitored and counseled in any deficient areas.

The Housing Authority of Fort Mill will follow-up on any reports of fraudulent activity the program staff, applicants, or participants. Documentation, when obtainable, will be compiled and an internal review will be conducted as to credible evidence by the staff. In the event that the documentation is sufficient to pursue further action, the management company will be notified to determine the resulting actions by The Housing Authority of Fort Mill

Program accounts and related records and files will be maintained in accordance with HUD regulations for at least three (3) years. All records and files for applicants and participants will be maintained for at least three (3) years to include leases, , applications, records that provide income, racial, ethnic, gender and disability status, HUD-required reports, and unit inspection reports.