

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division**

**DOROTHY FLOWERS,
NATALIE BROWN,
NATASHA BROWN,
CURLEY DICKENS, and
VELDA CROCKETT,
Individually and on behalf of
all persons similarly situated,
Plaintiffs,**

V.

**HOPEWELL REDEVELOPMENT &
HOUSING AUTHORITY,**

Defendant.

Case No.:

CLASS ACTION COMPLAINT

Plaintiffs, individually and on behalf of all other persons similarly situated, through their undersigned attorneys, bring this action against Defendants for damages, declaratory relief, and injunctive relief for violations of the United States Housing Act, the Fair Housing Act, the Virginia Consumer Protection Act, breach of the Annual Contributions Contract, and for breach of contract under Virginia law. Plaintiffs allege that Defendant Hopewell Redevelopment and Housing Authority implemented an unlawful and arbitrary utility billing scheme that resulted in Plaintiffs and other tenants being unlawfully billed for electric and gas usage. These charges amounted to an unlawful rent increase contrary to Virginia and federal law and harmed low-income tenants by burdening them with undue rent obligations and unwarranted late fees.

Plaintiffs demand a trial by jury and allege as follows.

PRELIMINARY STATEMENT

1. Approximately 1.3 million Americans live in public housing. They rely on Public Housing Agencies (PHAs), like Hopewell Redevelopment and Housing Authority (“HRHA”), to provide affordable accommodation that meets basic standards of habitability. When PHAs are run effectively, they give residents dignity and the security of having a roof over their head. But when they take advantage of low-income tenants and fail to abide by the law, PHAs undermine the goal of providing affordable housing and put families at risk of homelessness and destitution.

2. The United States Housing Act of 1937 (“Housing Act”), 42 U.S.C. § 1437 *et seq.*, as amended, which is administered by the United States Department of Housing and Urban Development (“HUD”), prevents PHAs from discriminating against low-income tenants by limiting the amount that tenants must pay in rent and utilities. PHAs, such as HRHA, may not charge tenants more than thirty percent (30%) of their monthly adjusted income for rent and reasonable utility consumption.

3. The Housing Act directs PHAs to follow specific procedures to set, implement, and annually review an allowance sufficient to cover reasonable consumption of utilities (known as a “utility allowance”). If tenants receive both gas and electric service, the PHA can establish separate utility allowances for each service. Because tenants must pay any amount charged that is not covered by the utility allowance (known as an “excess utility charge”), low-income tenants suffer if the allowances are set too low.

4. Federal law also prohibits PHAs from charging late fees for non-rent amounts, and the law explicitly states that utility charges are not considered “rent.”

5. HRHA is a PHA in Hopewell, Virginia, with approximately 360 units; its self-described mission is to “promote adequate and affordable housing, economic opportunity and a

suitable living environment free from discrimination.” Plaintiffs have filed this Complaint, however, because HRHA has not been living up to its own or federal standards.

6. After failing to set new utility allowances for more than twenty years, which is itself a violation of federal law, HRHA promulgated utility allowances in 2014 that were inadequate to cover the cost of tenants’ reasonable energy usage, which resulted in unlawful, excessive charges to Plaintiffs and other similarly situated individuals, *i.e.*, other tenants of HRHA. HRHA’s failure to establish lawful utility allowances is a direct result of: (1) repeated procedural oversights, (2) HRHA’s failure to engage in reasoned decision-making in deciding to adopt the new utility allowance schedule, (3) HRHA’s reliance on a utility allowance study that failed to take account of the statutory factors required under the Housing Act, (4) a staff who, records show, prioritized saving money over complying with federal regulations, and (5) unreliable procedures for measuring actual utility consumption for meters owned by HRHA.

7. Upon information and belief, since 2014 at least eighty percent (80%) of HRHA’s tenants have been assessed excess utility charges on a regular basis as a result of HRHA’s impermissibly low utility allowances. This is despite the fact that those tenants, and Plaintiffs in particular, have sought to minimize usage of their appliances in an effort to save money and decrease their utility usage.

8. When tenants were unable to pay the unlawful excess utility charges, HRHA charged late fees and added those late fees to their rental balance, compounding tenants’ debts in violation of the Housing Act, which does not permit PHAs to charge utility surcharges as “rent” and then assess late charges for failure to pay such “rent.”

9. Additionally, HRHA charged tenants for natural gas usage despite no provision in their lease permitting such charges.

10. These unlawful charges have caused hardship for Plaintiffs and the class of other similarly situated tenants and former tenants represented in this case.

11. Plaintiffs bring this class action on behalf of all present and former HRHA residents who, since July 2014, have been subject to the unlawful utility surcharges.

12. Plaintiffs ask the Court to declare that HRHA's setting and implementation of utility allowances and excess utility consumption surcharges were arbitrary, capricious, and in violation of federal law. Plaintiffs ask the Court to declare that HRHA's charging of late fees as rent on overdue amounts that were not rent violated the Virginia Consumer Protection Act and the U.S. Housing Act. Plaintiffs ask the Court to enjoin HRHA from classifying and charging excess utility charges or other overdue non-rent charges as rent. Plaintiffs further ask the Court to require HRHA to include notice that such late fees are not rent and failure to pay such charges does not allow for a termination for failure to pay rent in the Lease. Plaintiffs ask the Court to require HRHA to promulgate and implement procedures for adjustments to utility allowances when the tenant demonstrates the higher usage is because a household member is disabled, elderly, or ill, or the usage is due to factors beyond the tenant's control. Plaintiffs ask the Court to include notice of the tenant's electric and utility allowances and the administrative procedures to contest surcharges within the Lease. Plaintiffs ask the Court to require HRHA to provide a refund of all illegally charged excess utility charges and late fees. Finally, Plaintiffs ask the Court to certify this case as a class action to provide relief to all similarly situated individuals as defined herein.

JURISDICTION

13. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331, 1343(a)(3) and 1337. This case arises under the Housing Act, 42 U.S.C. § 1437 *et seq.*, as amended, and 42 U.S.C. § 1983.

A private right of action exists under *Wright v. Roanoke Redev. and Housing Auth.*, 479 U.S. 418 (1987).

14. Supplemental jurisdiction over the state law claims asserted herein is conferred upon this Court by 28 U.S.C. § 1367(a). The transactions and occurrences giving rise to the Plaintiffs' state law claims arose out of the same common nucleus of operative facts as those giving rise to their federal law claims. The state law claims asserted herein form part of the same case or controversy as the federal law claims.

15. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b) and (c).

PARTIES

16. Plaintiff Dorothy Flowers is a public housing resident of an HRHA property and lives in Hopewell, Virginia.

17. Plaintiff Natalie Brown is a former public housing resident of an HRHA property and lives in Hopewell, Virginia.

18. Plaintiff Natasha Brown is a former public housing resident of an HRHA property and lives in Hopewell, Virginia.

19. Plaintiff Curley Dickens is a public housing resident of an HRHA property and lives in Hopewell, Virginia.

20. Plaintiff Velda Crockett is a public housing resident of an HRHA property and lives in Hopewell, Virginia.

21. Defendant Hopewell Redevelopment and Housing Authority ("HRHA") is a duly organized and recognized agency of the State of Virginia under the Code of Virginia, § 36-4 with the power to sue and be sued. The HRHA currently owns and operates approximately 360 units as public housing in the City of Hopewell in several different locations.

LEGAL FRAMEWORK

22. The federal government, through HUD, subsidizes the annual cost of operating and managing PHAs. The terms of public funding are enumerated in the Annual Contributions Contract (“ACC”) entered into annually between HUD and each PHA.

23. In order to protect and benefit public housing residents, who are the intended beneficiaries of an ACC, PHAs must operate their housing units in accordance with the requirements of the Housing Act and applicable HUD regulations.

24. PHAs must also comply with the Brooke Amendment to the Housing Act, which provides that, except in limited circumstances, the maximum rent that a PHA can charge its residents may not exceed thirty percent (30%) of the family’s monthly adjusted income. 42 U.S.C. § 1437a(a)(1)(A). As described in greater detail below, the thirty percent (30%) figure includes an allowance for the monthly cost of utilities.

25. Other than rent, PHAs may bill tenants only for approved fees. Only four non-rent charges are ordinarily permissible: 1) maintenance and repair beyond normal wear and tear, 2) consumption of excess utilities, 3) reasonable late fees, and 4) security deposits. *See* 24 C.F.R. § 966.4(b).

Federal Law Governing Utility Allowances

26. PHAs must establish utility allowances for all submetered utilities that are furnished to tenants. *See* 24 CFR § 965.502. The allowances must “approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.” 24 C.F.R. § 965.505(a). Utility allowances must cover the costs associated with reasonable consumption of

major equipment, utility functions, essential equipment, and minor items of equipment. 24 C.F.R. § 965.505(b).

27. In establishing the allowance rate, PHAs must consider at a minimum the following nine HUD-enumerated factors set forth in 24 C.F.R. § 965.505(d):

- a. the equipment and functions intended to be covered by the allowance;
- b. the climate of the location of the project;
- c. the size of the unit and the number of occupants per unit;
- d. the type of construction and design;
- e. the energy efficiency of the housing authority supplied appliances;
- f. the utility consumption requirements of the appliances and equipment whose reasonable consumption is intended to be covered by the tenant's rent;
- g. the physical condition of the project;
- h. temperature levels intended to be maintained in the unit; and
- i. the temperature of hot water for domestic use.

28. PHAs are required to annually review the basis on which their utility allowances are established and revise allowances as necessary to ensure that they are reasonable. 24 C.F.R. § 965.507.

Guidelines for Establishing Utility Surcharges

29. PHAs are also required to establish surcharges “for utility consumption in excess of the allowances.” 24 C.F.R. § 965.506(a).

30. At least sixty (60) days prior to implementing excess utility surcharges, PHAs must give notice to all residents of the proposed utility allowances and surcharges. 24 C.F.R. § 965.502(c). The notice must describe “with reasonable particularity the basis for determination

of the allowances, scheduled surcharges, or revisions, including a statement of the specific items of equipment and function whose utility consumption requirements were included in determining the amounts of the allowances or scheduled surcharges.” 24 C.F.R. § 965.502(c).

31. PHAs must issue such notice in compliance with any procedures included in tenants’ leases. 24 C.F.R. § 965.502(c).

32. A PHA must also state “the basis for calculating such [excess utility] surcharges . . . in [its] schedule of allowances.” 24 C.F.R. § 965.506(a). It is also required to “maintain a record that documents the basis on which allowances and scheduled surcharges” are established and to make the record available for inspection by residents. 24 C.F.R. § 965.502(b).

33. Before implementing allowances and surcharges, a PHA must “provide all residents an opportunity to submit written comments during a period expiring not less than 30 days before the proposed effective date of the allowances or scheduled surcharges.” 24 C.F.R. § 965.502(c). These written comments must be retained by the PHA and be available for inspection by tenants. 24 C.F.R. § 965.502(c).

Provisions Related to Requesting Relief and Contesting Surcharges

34. PHAs must adopt criteria and procedures for granting adjustments to a utility allowance for residents who are elderly, ill, or disabled; for those whose special needs require them to consume utilities in excess of the allowances; or for tenants with special factors affecting utility usage not within the control of the resident. 24 C.F.R. § 965.508.

35. The criteria for granting relief must be adopted at the time the PHA adopts its methods and procedures for determining utility allowances and included in the notice to all residents of the proposed allowances and scheduled surcharges. 24 C.F.R. § 965.508. The

notice must also identify the housing authority employee whom tenants may contact for relief and list the criteria for granting relief. *Id.* New residents must also be provided this notice. *Id.*

36. When a tenant consumes utilities, either electric or gas, that exceed the amount covered by their utility allowance, a PHA can request payment of such excess utility charges only by issuing the tenant a written notice known as a “notice of adverse action.” 24 C.F.R. § 966.4(b)(4).

37. The notice must inform the tenant of the “specific grounds” for the imposition of the surcharge, 24 C.F.R. § 966.4(e)(8)(i), and advise the tenant of his or her right to request a grievance hearing. 24 C.F.R. § 966.4(e)(8)(ii)(A). The PHA may not assess the tenant for the excess utility charge “until the time for a tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the tenant) the grievance process has been completed.” 24 C.F.R. § 966.4(e)(8)(ii)(B).

Requirements of Admissions and Continued Occupancy Policy and Residential Lease

38. Each PHA has an Admissions and Continued Occupancy Policy (“ACOP”) that governs administration of the PHA’s public housing program.

39. Upon information and belief, HRHA’s ACOP provides that tenants who live in units where HRHA pays the utilities bill “will be charged for excess utilities. This charge shall be applied as specified in the lease.” HRHA ACOP, Exhibit 1, p. 91.

40. According to HRHA’s ACOP, the “[u]tility allowance amounts will vary by the rates in effect, size and type of unit, climatic location and sitting of the unit, type of construction, energy efficiency of the dwelling unit, and other factors related to the physical condition of the unit. Utility allowance amounts will also vary by residential demographic characteristics affecting home energy usage.” Exhibit 1, p. 90.

41. HUD requires HRHA's lease to contain a list of all utilities, services, and equipment supplied and paid for by HRHA, and a list of all utilities and appliances paid for by the tenant.

24 C.F.R. § 966.4(a)(iv). Each lease must also state the utility allowance for that unit and the charge for usage in excess of the allowance. 24 C.F.R. § 966.4(b)(2).

42. Upon information and belief, HRHA's Dwelling Lease ("Lease"), Exhibit 2, p. 4, Part 1, ¶ E, lists HRHA-supplied utilities, including Natural Gas, Water, and Sewerage, "as part of the Rent for the Unit."

43. Upon information and belief, Part 2, § 4 of the Lease, titled "Utilities," addresses utilities and contains the following provisions:

"Management agrees to furnish the following utilities as reasonably necessary: heat, hot and cold running water, and electricity for lighting and general household appliances. No charge will be billed for providing these utilities unless Tenant's consumption of ELECTRICITY exceeds during any monthly utility billing period the allowance in kilowatt hours (KWH) of ELECTRICITY posted at the Management Office. Amounts billed for excess ELECTRICITY consumption shall be due and collectible on the first of the month following the notice of the charge, provided that Tenant has at least two weeks' notice. HRHA may establish a system of utility sub metering, and/or other methods of calculating costs, for one of more of those utilities that are not currently billed to the Tenant for excess consumption. HRHA reserves the right to adjust the utility charges, at any time, based on increased costs, consumption and/or utility rates, as is deemed necessary at its sole discretion . . .

A PHA may change the utility allowance at any time during the term of the lease, and shall give the Tenant 60 day's written notice of the revised allowance along with any resultant in changes in Tenant rent or utilities reimbursement.

If the Tenants [sic] actual utility bill exceeds the Allowance for Utilities, the Tenant shall be responsible for paying the actual bill to the supplier. If the Tenant's actual utility bill is LESS than the Allowance for Utilities, the Tenant shall receive the benefit of such saving."

Exhibit 2, p. 7

44. HRHA's lease does not state the utility allowance or surcharge amounts for gas or electric consumption, nor does it authorize HRHA to charge utility surcharges for excess consumption of gas.

45. Part 2, § 7 of the Lease, titled "Obligations of Management," requires HRHA to comply with all applicable building codes, housing codes, and HUD regulations. Exhibit 2, pp. 8-9.

46. HRHA's ACOP is incorporated into the Lease. Exhibit 2, p. 20, Part 2, § 1 [*sic*].

47. HRHA's ACOP requires HRHA to abide by all requirements by HUD, including regulations, Handbooks, and Notices, and all applicable federal, state, and local law. Exhibit 1, p. 1.

48. Thus, all requirements promulgated by HUD are also requirements of the Lease.

49. Further, all requirements of Virginia law are requirements of the Lease.

Virginia Law Governing Submetering of Utilities

50. Virginia law also regulates what can be included in a lease for submetered utility usage and the process for charging tenants in accordance with utility usage.

51. Virginia Code § 55-226.2 requires that submetering may be used by landlords only when "clearly" stated in the lease.

52. Pursuant to Virginia Code § 56-245.3, the State Corporation Commission ("Commission") promulgated regulations and standards for landlord submetering equipment which are available in Title 20, Chapter 305 of the Virginia Administrative Code.

53. Among other requirements, 20VAC5-305-20 instructs landlords to "clearly" state in each lease:

- a. Whether the rental unit utilizes submetering equipment; and

- b. Whether bills for electric or gas consumption will be based on readings from such equipment.

54. If a landlord uses submetered equipment, they must secure an agreement from each tenant permitting the landlord to purchase electricity and gas, as applicable. By establishing a submetering practice, a landlord is bound by all terms and conditions related to submetering equipment prescribed by the State Corporation Commission. 20VAC5-305-30.

55. 20VAC5-305-70 requires landlords using submeters to have a submeter testing program to ensure equipment accuracy.

56. 20VAC5-305-90 sets forth minimum billing requirements for landlords who submeter utilities, including:

- a. Bills shall be calculated and rendered by the landlord no later than fifteen (15) days after receipt of the utility's bill;
- b. Submeters shall be read within three (3) business days of the scheduled reading date of the utility's master meter;
- c. Landlords shall render bills to the tenant in the same energy units as billed to the landlord by the utility;
- d. The tenant's bill shall show all of the following information:
 - 1. The dates and readings of the submeters at the beginning and end of the period for which the bill is rendered, and the billing date;
 - 2. The number of energy units consumed during the current billing period;
 - 3. The average cost in cents per energy unit used in computing the bill;
 - 4. The amount due for electricity or natural gas consumed, the balance forward, and the total amount due;

5. The name of the firm rendering the tenant's bill, the name or title, address, and telephone number of the person or persons where payment can be made, and also who to contact in the case of any questions or disputes concerning the bill; and
 6. A precise statement that the bill is not from the utility providing service to the apartment; and
- e. Bills must be mailed or delivered to the tenant's premises within three (3) business days after the billing date.

57. Virginia Code § 55-226.2 authorizes a private right of action against a landlord who fails to comply with the terms specified in Va. Code §§ 55-226.2 or 56-245.3.

Federal Law Prohibits Late Fees on Non-Rent Charges

58. PHAs are permitted, but not required, to charge late fees, so long as such charges are authorized in the tenant's lease. 24 CFR § 966.4(b)(3).

59. The Public Housing Occupancy Guidebook,¹ which is published by HUD, states that late charges and utility surcharges are not considered rent and that PHAs may not treat any such unpaid charges as unpaid rent. *See* Chapter 17, §17.6, p. 193. Nonetheless, upon information and belief, HRHA's Lease defines rent broadly to all money owed to HRHA, thereby including utility surcharges, and states that tenants must pay a \$25 late fee if it fails to pay *rent* by the 5th of each month. Exhibit 2, p. 6, Part 2, "Rent," § 2.

¹ US Dept of Hous. and Urban Dev., Public Housing Occupancy Handbook (June 2003), https://www.hud.gov/sites/documents/DOC_10760.PDF

FACTS

HRHA Failed to Follow the Process for Establishing Utility Surcharges as Required by HUD Regulations

60. HRHA established new utility allowances in 2014 (“2014 Allowances”) without following the procedures required by HUD. As such, all utility charges since implementation of those allowances in July 2014 are unlawful.

61. On April 16, 2014, HRHA sent out a notice proposing to implement new utility allowance rates. April 16 Notice, Exhibit 3. HRHA failed to comply with the federal requirements for the notice contents in the following ways:

- a. It failed to state the basis on which allowances and surcharges were established;
- b. It failed to describe with reasonable particularity the specific items of equipment that were included in establishing the allowances and surcharges;
- c. It failed to sufficiently describe the procedures for applying for a utility allowance adjustment and the specific criteria it would consider in granting utility allowance adjustments for elderly, disabled, or ill tenants, or for tenants with special factors affecting utility usage not within their control; and
- d. It failed to identify the housing authority employee to be contacted to request relief from utility surcharges.

62. In addition to these deficiencies in the notice, HHRA also failed to comply with federal requirements in several other respects.

63. HRHA failed to maintain a record that documented the basis on which allowances and surcharges were established, and by extension, did not inform tenants of where to find such documents.

64. It also failed to provide residents with a minimum of thirty (30) days to submit written comments on the proposed allowances and scheduled surcharges. Despite telling residents in the April 16 letter that they would have until May 19, 2014, to submit comments, HRHA's public housing director and executive director had already approved the new utility allowance schedule in a Decision Memorandum dated April 12, 2014, and HRHA's Board of Commissioners approved the new utility allowance schedule fewer than thirty (30) days later on May 12, 2014. April 12 Letter, Exhibit 4; Board Approval, Exhibit 5.

65. HRHA's rationale for approving the utility allowances was itself arbitrary and misguided. In the April 12 Letter to HRHA's executive director recommending approval of the proposed utility allowances, HRHA's public housing director explained that the allowances were calculated on the basis of a consumption study of utility usage at HRHA's facilities. In fact, no consumption study of utility usage at HRHA had been performed. HRHA did commission an *engineering* study, which is a distinct type of study from a consumptions study, by a company named Nelrod (hereinafter, the "2014 Nelrod Study"), but HRHA's public housing director made no reference to the 2014 Nelrod Study in her April 12 letter recommending approval of the proposed utility allowances.

66. Given HRHA's misunderstanding of this most basic fact – how its proposed utility allowances were derived – it cannot, as matter of law, have engaged in reasoned decision-making when adopting those allowances.

67. But even if HRHA understood how its allowances were derived, the schedule of allowances it implemented in 2014 is itself deficient. It does not even discuss surcharges, let alone the basis for calculating excess utility surcharges in its schedule of allowances.

68. Moreover, and in direct contravention of the law, upon information and belief, HRHA defines “rent” to include all payments owed to HRHA, implicitly including late fees on utility surcharges and has assessed late fees to tenants for any delay in paying utility surcharge amounts. *See Exhibit 2*, p. 6, Part 2, “Rent.”

HRHA’s Utility Allowances Are Insufficient

69. Furthermore, the electric and gas utility allowances established by HRHA in 2014 were far below the amounts necessary for reasonable utility consumption by an energy-conservative household of modest means consistent with the requirements of a safe, sanitary, and healthful living environment.

70. HRHA’s utility allowances were unreasonably low, and HRHA’s reliance on the allowances to assess surcharges against tenants constituted an abuse of discretion.

71. HRHA knew, or should have known, that its allowances were set too low. In fact, a 2014 Decision Memorandum recommending approval of the new utility allowances articulated that the “rationale” for the new utility allowances was so that HRHA “would receive positive financial gains.” *See Exhibit 4*, p. 2.

72. While there is no doubt that HRHA saw “positive financial gains,” the low-income tenants at HRHA properties did not. A statistical analysis performed by Plaintiffs shows that between eighty three percent (83%) and eighty nine percent (89%) of HRHA’s tenants were charged excess utility charges each month through 2016 and that the average excess utility charge *each month* during that timeframe ranged from \$30.52 at HRHA’s Davisville facility, to as high as \$44.53 at Edward Bland Court. Upon information and belief, HRHA tenants continued to be overcharged for utilities at similar rates through September 2018.

73. HRHA's utility allowance for gas consumption, which was not provided for in the Lease, was notably erroneous. HRHA established a single rate for its gas utility allowance that applied during both summer and winter months, despite the fact that gas consumption varies wildly between July and December.

74. HRHA calculated the utility allowance for gas consumption in part by averaging the expected monthly gas usage for each structure type and unit size for the entire year, rather than calculate an allowance that applied during the summer when gas usage is low and one that applied during the winter, when gas usage is high. Nelrod Study, Exhibit 6, pp. 8-11. For winter months, this gas utility allowance is far below the expected monthly utility consumption totals as calculated in HRHA's own study and is insufficient to meet the requirements of safe, sanitary, and healthful living environment.

75. An example is illustrative. For a 2-bedroom unit in Davisville, the monthly utility consumption of natural gas is 18 therms during the summer months and 40 therms during the winter months. But because HRHA averaged expected gas consumption in calculating its utility allowances, the utility allowance for each month of the year was 33 therms, far too low to cover expected monthly usage for winter months.

76. HRHA also violated its ACOP and federal law by establishing its utility allowances for both gas and electric utilities without considering the factors listed on page 90 of the ACOP. Exhibit 1, p. 90.

77. HRHA acted in violation of federal law when, upon information and belief, it relied on a generic study performed by The Nelrod Company to determine its 2014 utility allowance schedule. That study failed to adequately account for the nine factors listed in 24 C.F.R. § 965.505(d), and, in particular, did not include data related to: the equipment and functions

intended to be covered by the allowance for which the utility will be used; the size of the dwelling units and the number of occupants per dwelling unit; the energy efficiency of PHA-supplied appliances and equipment; or the physical condition, including insulation and weatherization, of the housing project. HRHA's failure to supply Nelrod with "[d]etailed information on [its] buildings and their equipment," and its subsequent reliance on Nelrod's study was arbitrary and capricious. Utility Allowance Guidebook², p. 38.

78. HRHA's procedures frustrate tenants' abilities to uncover the housing authority's misdeeds. Upon information and belief, when billing tenants for utility surcharges, HRHA does not provide residents with the specific grounds for the utility surcharges, including the dates and reading of the submeters, the number of energy units consumed, or the cost per energy unit used to compute the utility surcharge. And when billing tenants for utility surcharges, HRHA periodically has failed to give the required two weeks' notice to pay utility surcharges.

HRHA's Lack of Reliable Procedures to Collect Utility Usage Data

79. Despite the requirements in 20VAC5-305-70, HRHA had no adequate testing program for its submetering equipment to ensure equipment accuracy during the time period of the 2014 Allowances.

80. HRHA lacked a reliable procedure for measuring actual utility usage by tenants.

81. Thomas Rolfe Court, Thomas Rolfe Extension, and Edward Bland Court are all connected to electric submeters owned and operated by HRHA. These meters are all old, and some are in poor states of repair.

² US Hous. and Urban Dev., Utility Allowance Guidebook (Sept. 1998), <https://www.hudexchange.info/resource/2267/utility-allowance-guidebook/>

82. Upon information and belief, HRHA owns all of its gas submeters, which are also old, and some are in poor states of repair.

83. During the time period the 2014 Allowances were in place, the meters for these properties were read at the end of every month by HRHA employees (“meter readers”). The meter readers noted the meter reading by hand and provided their handwritten notes to HRHA’s accountants, who then manually transcribed the numbers.

84. HRHA did not provide its meter readers with a list of the prior month’s readings. Thus, HRHA’s meter readers had no point of comparison for the current month’s readings and no procedure for identifying an anomalous reading resulting from faulty equipment. In fact, meter readers had no way of knowing whether a given meter was broken—and therefore had the same meter reading every month—or whether the meter was an accurate reflection of a tenant’s utility usage.

85. HRHA had no procedure for confirming that the hand-noted meter readings were recorded correctly.

86. HRHA had no procedure for confirming that its accountants had accurately transcribed the meter readers’ notes before utility statements went out to the tenants.

87. Without any measures in place to ensure the accuracy of its utility billing for the three properties in question, HRHA would be hard pressed to prove that any surcharges were ever owed by the residents of those properties, and in fact could not assess the surcharges under Virginia state law.

88. Because HRHA never properly implemented the allowance and surcharge process, no surcharges should have been charged between July 2014 and September 2018.

HRHA's Lack of an Adequate Process for Residents to Request Relief from Excess Surcharges

89. HRHA failed to adopt sufficient criteria and procedures for granting adjustments to the utility allowances for elderly, disabled, or ill, or for tenants with special factors affecting utility usage not within tenants' control.

90. Upon information and belief, under HRHA's ACOP, tenants can only request relief from surcharges if they result in a "hardship," which is limited to circumstances in which a tenant cannot pay their bills. Exhibit 1, p. 20.

91. Furthermore, upon information and belief, disabled tenants can only obtain relief if their hardship arises as a result of additional, energy-consuming apparatuses necessary to treat their disability. At most, relief is limited to "no more than the difference of the usage of the reasonable cost of a reasonable increased consumption level for the additional required apparatus used to address the need." *Id.* at 91.

92. Upon information and belief, HRHA also does not notify new residents upon admission of the availability and process to request relief from utility surcharges as required by 24 C.F.R. § 965.508.

93. By limiting relief to such a narrow set of circumstances and failing to inform new residents of the availability of relief, HRHA impermissibly discriminates against disabled tenants.

Defendant HRHA's Residential Lease

94. Upon information and belief, HRHA's Lease is deficient in a number of ways; the Lease fails to:

- a. State the allowance used for the determination of electric and gas utility surcharges;

- b. Include the surcharge amount for utility consumption in excess of the electric and gas allowances; and
- c. Authorize HRHA to charge tenants excess utility consumption surcharges for gas.

95. Further, instead of setting forth with particularity the utility allowance and surcharge for each unit in each Lease, upon information and belief, the Lease states that “HRHA reserves the right to adjust the utility charges, at any time, based on increased costs, consumption and/or utility rates, as is deemed necessary at its sole discretion.” Exhibit 2, p. 7, Part 2, § 4.

96. Upon information and belief, HRHA’s Lease does not state the basis for determination of charges for consumption of excess utilities as required by 24 C.F.R. § 966.4(b)(2).

97. Upon information and belief, the Lease, Part 2, § 4, wrongly requires tenants to pay utility bills to the supplier, not to HRHA. Exhibit 2, p. 7.

98. Upon information and belief, the Lease fails to list the criteria and procedures for granting adjustments to the utility allowance.

99. Upon information and belief, because Part 1, § E, of the Lease lists natural gas provided by HRHA “as part of the Rent for the Unit,” HRHA’s assessment of excess utility surcharges for the consumption of natural gas violates the Lease and federal regulations. 24 C.F.R. § 966.4(a); Exhibit 2, p. 5.

100. Upon information and belief, Part 2, § 4, of the Lease purports to govern utility allowances and excess consumption surcharges for submetered units, but it fails to state the allowance and the basis for determining surcharges, as required by federal regulations. 24 C.F.R. § 966.4(b)(2); Exhibit 2, p. 7.

101. In violation of Va. Code § 55-226.2, 20VAC5-305-20, and 20VAC5-305-30, HRHA has repeatedly failed to secure from its tenants an agreement for the purchase of electricity or gas, failed to clearly state in its Lease that submetering equipment is used, and failed to clearly state in the Lease that charges for consumption will be based on the readings of its equipment.

102. Lastly, upon information and belief, HRHA charges a late fee when utility surcharges are not paid on time, even though the Lease limits late fees to non-payment of rent.

Individual Plaintiff Facts

Plaintiff Dorothy Flowers

103. Dorothy Flowers lives in Defendant HRHA's Thomas Rolfe Court.

104. Ms. Flowers has been charged excess utility charges since July 1, 2014.

105. Ms. Flowers is often charged more than \$20.00 a month in excess utility surcharges.

106. Payment of the excess utility surcharges makes it difficult for her to pay her other bills and meet her monthly needs.

107. Ms. Flowers has tried to conserve energy within her home by limiting her use of appliances.

108. Ms. Flowers has repeatedly requested that HRHA explain to her the basis for the setting of her utility allowance, but HRHA has failed to provide her with this information.

109. Ms. Flowers has even filed grievances requesting information about the basis for the setting of her utility allowance but has never received the information requested.

Plaintiff Natasha Brown

110. Natasha Brown formerly lived in Defendant HRHA's Thomas Rolfe Court with her child.

111. During her tenancy, Ms. Brown was charged excess utility charges after July 1, 2014.

112. The excess utility surcharges Ms. Brown was billed often ranged from approximately \$40.00 to \$100.00.

113. Payment of the excess utility surcharges made it difficult for her to pay her other bills and meet her monthly needs.

114. Ms. Brown contacted HRHA several times to request an explanation of the basis for the excess utility surcharges. Her messages were taken by HRHA, but she never received a response by phone or in writing.

115. Ms. Brown filed a complaint in writing with Defendant HRHA concerning excess utility surcharges. No one responded to her complaint.

Plaintiff Natalie Brown

116. Natalie Brown formerly lived in Defendant HRHA's Thomas Rolfe Court with her three children. Two of Ms. Brown's children are disabled.

117. Ms. Brown's youngest child suffers from asthma and requires the use of a nebulizer.

118. Ms. Brown's youngest child also uses a humidifier in the winter.

119. During her tenancy, Ms. Brown was charged excess utility charges after July 1, 2014.

120. One month she was charged nearly \$100 in excess utility surcharges; other months she was charged nearly \$50 in excess utility surcharges.

121. Payment of the excess utility surcharges made it difficult for her to pay her other bills and meet her monthly needs.

122. The assessment of excess utility surcharges made it hard for her to care for her family financially.

123. Ms. Brown practiced energy conservation by unplugging electrical items when she was not using them, using energy saving appliances and electrical items, washing clothes only at night, and restricting her use of air conditioning.

124. Ms. Brown had two window air conditioner units, but she was afraid to use both of them. She and her children often slept in the same room to conserve energy.

125. On more than once occasion, HRHA failed to notify Ms. Brown of the amount due for excess utility surcharges at least two weeks before the due date.

126. Ms. Brown contacted HRHA multiple times to request an explanation of the basis for the excess utility surcharges. On some occasions, her message was taken by HRHA staff. On other occasions, she left a voicemail message for HRHA staff. Despite her concerns, she did not get a response from HRHA by phone or in writing.

127. In late 2016, Ms. Brown contacted HRHA concerning several of her high excess utility surcharge bills.

128. HRHA staff agreed to reduce one of the charges but failed to do so. When Ms. Brown later inquired about the reduction, HRHA told her that it had no record of her request.

Plaintiff Curley Dickens

129. Curley Dickens lives in Defendant HRHA's Thomas Rolfe Court.

130. Ms. Dickens is disabled, and she spends most of her time at home. Among other things, Ms. Dickens suffered a stroke that impairs her mobility.

131. Ms. Dickens has been charged for excess utility usage since July 1, 2014.

132. Ms. Dickens tries to limit her electric and gas usage to try to avoid high excess utility surcharges.

133. Despite her efforts, her excess utility surcharges often exceed \$40.00 a month.

134. Payment of the excess utility surcharges makes it difficult for her to pay her other bills and meet her monthly needs.

135. Ms. Dickens went to HRHA's property management office several times to complain about her high excess utility surcharge bills. She told HRHA that she could not afford to pay the charges using her social security income. No one ever responded to her complaints.

Plaintiff Velda Crockett

136. Velda Crockett lives in Defendant HRHA's Thomas Rolfe Court.

137. Ms. Crockett has been charged excess utility charges since July 1, 2014.

138. The excess utility surcharges often range monthly from approximately \$40.00 to \$100.00.

139. Payment of the excess utility surcharges makes it difficult for her to pay her other bills and meet her monthly needs.

140. Ms. Crockett has a window air conditioner, but she tries not to use it to save money. She limits her use of lighting in the apartment. Ms. Crockett does have a small freezer, but she has very few electronics or other appliances.

141. On multiple occasions, Ms. Crockett contacted HRHA to complain about the high excess utility surcharges and inquire about the basis for the surcharges. No HRHA staff person responded to her concerns.

142. On one occasion, Ms. Crockett went to HRHA with her mother to discuss the high excess utility surcharges. She asked HRHA to reduce the amount she was charged. She

explained she could not afford the high excess utility surcharges. HRHA did not reduce the amount due.

CLASS ACTION ALLEGATIONS

143. The individual Plaintiffs bring this action pursuant to Rule 23(b)(2) and (3) of the Federal Rules of Civil Procedure.

144. Plaintiffs represent two sub-classes of present and former public housing residents with significant overlap between the classes:

- a. Plaintiffs represent a class of present and former HRHA public housing residents who were subject to utility allowances and excess utility consumption surcharges that were implemented beginning July 2014 through September 2018.
- b. Plaintiffs represent a class of present and former HRHA public housing residents who were subject to Lease provisions defining late fees as rent beginning July 2014 through the present.

145. For each sub-class, utility surcharges or late fees were improperly assessed and caused residents to pay more than thirty percent (30%) of their monthly adjusted incomes as rent.

146. The number of individuals in each sub-class exceeds 300 individuals.

147. The relatively small size of individual claims, the geographical dispersion of the class, and the financial circumstances of the class members make the maintenance of separate actions by each class member economically infeasible. The class is so numerous that joinder of all members is impracticable.

148. Questions of law and fact common to the first sub-class include:

- a. Whether HRHA's utility allowances and excess utility consumption surcharges were set and implemented in accordance with federal law; and

- b. Whether HRHA's failure to properly set and implement utility allowances and excess utility consumption surcharges resulted in residents being charged more than thirty percent (30%) of their monthly adjusted income for rent.

149. Questions of law and fact common to the second sub-class include:

- a. Whether HRHA improperly considered late fees as rent and/or charged late fees on overdue amounts that were not rent; and
- b. Whether HRHA's consideration of late fees as rent and/or charging of late fees on overdue amounts that were not rent resulted in residents being charged more than thirty percent (30%) of their monthly adjusted income for rent.

150. The claims of the named Plaintiffs are typical of the claims of the class.

151. The named Plaintiffs have the same interests as the other members of the class and will vigorously prosecute these interests on behalf of the class.

152. Plaintiffs will fairly and adequately represent the interests of the class.

153. Plaintiffs know of no conflicts of interest among members of the class.

154. Plaintiffs are represented by attorneys who are experienced litigators who have handled numerous actions in the federal court and will adequately represent the interests of the entire class.

155. A class action is appropriate under Rule 23(b)(2) because Defendant HRHA has acted on grounds generally applicable to the class by failing and refusing to set and implement utility allowances and excess utility consumption surcharges and by improperly charging late fees such that injunctive and declaratory relief with respect to the class as a whole is appropriate.

156. A class action is appropriate under Rule 23(b)(3) because the questions of law or fact common to class members predominate over any questions affecting only individual

members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy.

COUNT I - VIOLATION OF THE U.S. HOUSING ACT

157. Paragraphs 1 through 156 are re-alleged and incorporated herein.

158. HRHA's actions were arbitrary, capricious, and an abuse of discretion or otherwise not in accordance with the law in so far as HRHA 1) improperly set and implemented utility allowances and surcharges, 2) failed to engage in reasoned decision-making in adopting new utility allowances, 3) implemented insufficient utility allowances, excessive utility surcharges, and late fees on non-rent charges, and 4) used unreliable means to collect utility usage data from its submeters for some of its properties. HRHA deprived Plaintiffs and the class of the benefits of HRHA's public housing program and assessed surcharge fees when it had no right to do so.

159. Such acts violate the United States Housing Act, as amended, 42 U.S.C. § 1437 *et seq.*, and its implementing regulations at 24 C.F.R. §§ 965.501-8.

160. HRHA's actions in imposing unreasonable late fees against residents and treating all utility fees and late fees as rent violate the Housing Act implemented through regulations promulgated by HUD, and the Public Housing Occupancy Guidebook at Sections 17.3 and 17.6.

161. HRHA's violation of the Plaintiffs' rights under the Housing Act is actionable under 42 U.S.C. § 1983.

162. As a result of Defendant's violations of the Housing Act in charging tenants more rent than is allowed under federal law, Plaintiffs and the class they seek to represent have suffered harm and are entitled to declaratory, injunctive, and monetary relief.

COUNT II: BREACH OF CONTRACT UNDER VIRGINIA STATE LAW

163. Paragraphs 1 through 156 are re-alleged and incorporated herein.

164. The Lease is a contract between HRHA and class members and HRHA breached the lease when it failed to comply with both federal law, including the federal regulations, and state law.

165. The ACOP requires HRHA to comply with the requirements of HUD, including “any HUD regulations, handbooks, and applicable notices.” Exhibit 1, p. 1.

166. Thus, all requirements promulgated by HUD are also requirements of the Lease.

167. The ACOP provides that “all applicable...State laws also apply.” Exhibit 1, p. 1.

168. Thus, all requirements of Virginia law are requirements of the Lease.

169. HRHA has breached the Lease by assessing charges not set forth in the Lease. 24 C.F.R. §966.4(b)(2).

170. The Lease fails to provide for the assessment of utility surcharges because it does not state the utility allowance amount, describe the basis for determination of charges for consumption of excess utilities, or list the amounts charged for usage in excess of the allowance.

171. The Lease further wholly fails to authorize the collection of surcharges for excess gas consumption.

172. HRHA has breached the Lease by assessing charges not authorized under Va. Code §§ 55-226.2, 56-245.1, 20VAC5-305-90, and 20VAC5-305-70.

173. HRHA breached the Lease when it collected surcharges despite having failed to implement a testing program to ensure submetering equipment accuracy. 20VAC5-305-70.

174. HRHA breached the Lease when it failed to maintain properly functioning submeters. Va. Code § 56-245.1.

175. HRHA breached the Lease when it charged tenants for usage recorded from defective meters. Va. Code § 56-245.1.

176. HRHA breached the Lease when it collected surcharges despite having failed to secure from its tenants an agreement for the purchase of gas. Va. Code § 55-226.2.

177. HRHA breached the Lease when it collected surcharges despite having failed to clearly state in its Lease that submetering equipment was used or that charges for consumption would be based on the readings of its equipment. Va. Code § 55-226.2.

178. HRHA breached the Lease when it improperly issued deficient bills for surcharges. 24 C.F.R. §§ 966.4(b) and (e); 20VAC5-305-90.

179. HRHA breached the Lease when it imposed late fees for non-payment of utility surcharges. 24 C.F.R. § 966.4(b).

180. As a result, Plaintiffs and the class they represent have suffered damages and they are entitled to declaratory, injunctive, and monetary relief.

COUNT III: VIOLATION OF THE ANNUAL CONTRIBUTIONS CONTRACT (ACC)

181. Paragraphs 1 through 156 are re-alleged and incorporated herein.

182. As third-party beneficiaries of the ACC, Plaintiffs and the class they seek to represent are entitled to seek the benefits of that contract.

183. That contract required HRHA to comply with the HUD regulations and the Guidebooks regarding utility surcharges and late fees.

184. HRHA has breached that obligation by not complying with the HUD regulations and Guidebooks regarding utility surcharges and late fees.

185. As a result, Plaintiffs and the class they represent have suffered damages and they are entitled to declaratory, injunctive, and monetary relief.

COUNT IV: VIOLATION OF THE FAIR HOUSING ACT

186. Paragraphs 1 through 156 are re-alleged and incorporated herein.

187. Defendant's acts of restricting disabled tenants from requesting higher allowances as a reasonable accommodation of their disability and of limiting a disabled tenant's ability to request relief to "hardship" situations created by required additional apparatuses constitute violations of 42 U.S.C. § 3604(f)(3)(B).

188. As a result, Plaintiffs and the class they represent have suffered damages and they are entitled to declaratory, injunctive, and monetary relief.

COUNT V: VIOLATION OF THE VIRGINIA CONSUMER PROTECTION ACT

189. Paragraphs 1 through 156 are re-alleged and incorporated herein.

190. Defendant is a supplier, and the lease between Plaintiffs and Defendant is a consumer transaction, as defined in Va. Code § 59.1-198.

191. Defendant represented to Plaintiffs, as well as other tenants similarly situated, that Plaintiffs were required to pay utility surcharges, and that they owed late fees as a form of rent.

192. Defendant attempted to charge and collect these excess and improper fees.

193. Defendant's acts in representing that fees were owed, and in charging and collecting fees constitute a violation of Va. Code § 59.1-200(13) and (14).

194. Each attempt to charge or collect an unreasonable late fee or noncompliance fee is a separate prohibited act under Va. Code § 59.1-200.

195. Such actions were not the result of a bona fide error.

196. Such actions were negligent.

197. In the alternative, such actions were willful so as to allow for treble actual damages, or a minimum of \$1,000.00 per violation.

198. As a result, Plaintiffs and the class they represent have suffered damages and they are entitled to monetary relief.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiffs pray that this Court will:

1. Assume jurisdiction of this case;
2. Certify the identified classes pursuant to F.R.C.P. 23(a), (b)(2) and (b)(3);
3. Issue a declaratory judgment that:
 - a. HRHA violated the United States Housing Act of 1937, 42 U.S.C. § 1983, the lease provisions which Plaintiffs and the class were required to sign, and the Annual Contributions Contract which the HRHA enters into with HUD by its failure to improperly set and administer utility allowances;
 - b. HRHA violated the Virginia Consumer Protection Act and the U.S. Housing Act by charging late fees as rent or on overdue amounts that were not rent;
4. Enter preliminary and permanent injunctions enjoining HRHA from failing to comply with the U.S. Housing Act, the residential lease, and the Annual Contributions Contract, by requiring HRHA to:
 - a. Promulgate and implement procedures to adjust electric and gas utility allowances when a tenant demonstrates that a higher allowance is needed because a member of the household is disabled, elderly or ill, or that the higher usage is due to factors beyond the tenant's control;
 - b. Include in notice of the tenants' electric and gas utility allowances the Lease;
 - c. Include administrative procedures to contest utility surcharges in the Lease;
 - d. Include notice that late fees and utility surcharges are not considered rent and that failure to pay such charges does not allow for lease termination for lack of rent payment in the Lease;

5. Enter preliminary and permanent injunctions enjoining HRHA from failing to comply with the U.S. Housing Act, the residential Lease, and the Annual Contributions Contract by prohibiting HRHA from:

- a. Assessing late fees against tenants for failure to pay utility surcharges; and
- b. Terminating tenants' leases for failure to pay rent based on failure to pay late fees on unpaid utility surcharges;

6. Require HRHA to reimburse Plaintiffs and class members for all utility surcharges imposed and collected and all late fees improperly imposed and collected because these charges violated federal and state law;

7. Award Plaintiffs and class members \$1,000.00 or treble actual damages for each violation of the Virginia Consumer Protection Act;

8. Award the Plaintiffs their costs and attorneys' fees;

9. Award prejudgment interest on the monetary relief provided to Plaintiffs and the members of the classes; and

10. Grant the Plaintiffs such other relief as may be just and equitable.

TRIAL BY JURY IS DEMANDED ON ALL MATTERS SO TRIABLE.

Dated: _____, 2019

Respectfully submitted,

DOROTHY FLOWERS
NATALIE BROWN
NATASHA BROWN
CURLEY DICKENS
VELDA CROCKETT
By counsel:

/s/

Rachel C. McFarland, VSB #89391

rmcfarland@justice4all.org

Brenda Castañeda, VSB #72809

brenda@justice4all.org

Sylvia Cosby Jones, VSB #35870

sylvia@justice4all.org

Mary DeVries, VSB #88186

maryd@justice4all.org

Caroline Klosko, VSB #78699

carrie@justice4all.org

LEGAL AID JUSTICE CENTER

123 East Broad Street

Richmond, VA 23219

804-643-1086 Phone

804-643-2059 Fax

Larry F. Eisenstat, *pro hac vice pending*

LEisenstat@crowell.com

Tyler O'Connor, *pro hac vice pending*

Toconnor@crowell.com

CROWELL & MORING LLP

1001 Pennsylvania Avenue, N.W.

Washington, DC 20004

202-624-2600 Phone

202-628-5116 Fax

COUNSEL FOR PLAINTIFFS

Hopewell Redevelopment and Housing Authority

Table of Contents

<i>CHAPTER 1- STATEMENT OF POLICIES AND OBJECTIVES</i>	<i>Page 1-4</i>
<i>CHAPTER 2- FAIR HOUSING POLICY</i>	<i>Page 5-11</i>
<i>CHAPTER 3- REASONABLE ACCOMMODATIONS POLICY</i>	<i>Page 12-20</i>
<i>CHAPTER 4- APPLYING FOR ADMISSION</i>	<i>Page 21-40</i>
<i>CHAPTER 5- ELIGIBILITY AND SCREENING</i>	<i>Page 41-60</i>
<i>CHAPTER 6- TENANT SELECTION and ASSIGNMENT PLAN</i>	<i>Page 61-71</i>
<i>CHAPTER 7- OCCUPANCY GUIDELINES</i>	<i>Page 72-74</i>
<i>CHAPTER 8- LEASING</i>	<i>Page 75-81</i>
<i>CHAPTER 9- RENT</i>	<i>Page 82-92</i>
<i>CHAPTER 10- INCOME AND ADJUSTED INCOME</i>	<i>Page 93-115</i>
<i>CHAPTER 11- VERIFICATION PROCEDURES</i>	<i>Page 116-140</i>
<i>Chapter 12- Temporary HUD Provision</i>	

CHAPTER 1

STATEMENT OF POLICIES AND OBJECTIVES

INTRODUCTION

The Hopewell Redevelopment and Housing Agency is referred to as "PHA" or "Housing Authority" or "HRHA" throughout this document.

The Public Housing Program was created by the U.S. Housing Act of 1937.

Administration of the Public Housing Program and the functions and responsibilities of the Public Housing Authority (PHA) staff shall be in compliance with the Hopewell Redevelopment and Housing Authority (HRHA) Personnel Policy and this Admissions and Continued Occupancy Policy. The administration of the HRHA's housing program will also meet the requirements of the Department of Housing and Urban Development (HUD). Such requirements include any HUD regulations, Handbooks, and applicable Notices. All applicable Federal, State and local laws, including Fair Housing laws and regulations also apply. Changes in applicable federal laws or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in 24 CFR, Parts 1, 5, 8, 100, 902, 945, 960, 965, and 966 (Code of Federal Regulations).

HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY MISSION

Mission Statement:

To promote adequate, safe and affordable housing; to enhance resident's quality of life, promoting economic opportunity and a suitable living environment free from discrimination.

Goals:

- Improve appearance of Public Housing communities
- Expand housing opportunities via the Housing Choice Voucher Program
 - Additional vouchers
 - HCVP Homeownership Program
- Redevelop aging public housing communities
- Effectively utilize all funding from federal, state and local sources
- Increase staff performance and capacity through training and decentralized authority and responsibility.

Objectives:

- Revitalized residential and commercial communities
- Create and improve quality affordable housing
- Develop mixed use / mixed income planned communities
- Deconcentrate poverty
- Economic opportunities

- Support city wide economic development
- Develop opportunities for client capacity building
- Efficiency and fiscal responsibility
- Meet all program requirements - outcomes and financial targets
- Effective data management
- Manage/Improve processes
- Manage human resources
- Develop new sources of revenue
- Quality customer service
- Foster a learning culture
- Service orientation

Our organization is committed to teamwork that values integrity, initiative, innovation and trust.

HRHA's goals are to maximize housing opportunities for eligible persons, to facilitate opportunities for self-sufficiency of the residents, and to create a team-based environment that promotes communication and development of all employees.

Local Objectives

This Admissions and Continued Occupancy Plan for the Public Housing Program is designed to demonstrate that HRHA is managing its program in a manner that reflects its commitment to improving the quality of housing available to its public, and its capacity to manage that housing in a manner that demonstrates its responsibility to the public trust. In addition, this Admissions and Continued Occupancy Policy is designed to achieve the following objectives:

- To provide improved living conditions for very low and low income families while maintaining their rent payments at an affordable level. To operate a socially and financially sound public housing agency that provides decent, safe, and sanitary housing within a drug free, suitable living environment for residents and their families.
- To avoid concentrations of economically and socially deprived families in any one or all of the HRHA's public housing developments.
- To lawfully deny the admission of applicants, or the continued occupancy of residents whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to HRHA employees.
- To attempt to house a resident body in each development that is composed of families with a broad range of incomes and rent-paying abilities that are representative of the range of incomes of low-income in HRHA's jurisdiction.
- To provide opportunities for upward mobility for families who desire to achieve self-sufficiency.

- To provide housing for a diverse income group.
- To facilitate the judicious management of HRHA's housing inventory, and the efficient management of HRHA staff.
- To ensure compliance with Title VI of the Civil Rights Act of 1964 and all other applicable Federal Laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, disability or familial status.

Purpose of The Policy

The purpose of this Admissions and Continued Occupancy Policy (ACOP) is to establish guidelines for HRHA staff to follow in determining eligibility for admission and continued occupancy. These guidelines are governed by the requirements of the U.S. Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and HRHA.

HRHA's Board of Commissioners must approve the original policy and any changes. Required portions of this Plan are provided to HUD.

HRHA shall not permit these policies to be subverted to do personal or political favors. Further, HRHA will offer units only in the order prescribed by this policy since any other method violates the policy, federal law, and the civil rights of the other families on the Waiting List. 24 CFR § 960.206(e). HRHA's method for selecting applicants will provide a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in HRHA's ACOP.

Public Housing Management Assessment System (PHAS)

Objectives [24 CFR 901 & 902]

HRHA operates its public housing program with efficiency and can demonstrate to HUD or independent auditors that HRHA is using its resources in a manner that reflects its commitment to quality and service. HRHA policies and practices are consistent with the Public Housing Assessment System (PHAS) regulations.

HRHA is continuously assessing its program and consistently strives to make improvements. The HRHA acknowledges that its performance ratings are important to sustaining its capacity to maintain flexibility and authority. HRHA intends to diligently manage its current program operations and continuously make efforts to be in full compliance with PHAS. The policies and procedures of this program are established so that the standards set forth by PHAS are demonstrated and can be objectively reviewed by an auditor whose purpose is to evaluate performance.

Federal Privacy Act

HRHA's practices and procedures are designed to safeguard the privacy of applicants and residents.

Applicants and residents, including all adults in their households, are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which HUD will release family information.

HRHA's policy regarding release of information is in accordance with State and local laws that may restrict the release of family information.

Files will never be left unattended or placed in common areas.

Criminal Background check information will be kept in a separate file with access only by persons authorized by HRHA. Upon making a determination of eligibility, the criminal background check information will be destroyed, unless it must be retained, pending appeal or court action.

CHAPTER 2

FAIR HOUSING POLICY

This policy is developed for the Authority's application and selection, and housing discrimination complaints.

Application and Selection

It is the policy of the Hopewell Redevelopment and Housing Authority (HRHA) to accept applications for housing from all persons regardless of race, color, religion, sex, national origin, source of income, familial status, disability, or elderliness. In the selection and admission of tenants the Authority will not discriminate because of race, color, religion, sex, national origin, source of income, familial status, disability, or elderliness. The Authority will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity to all. The Authority will make such physical and/or procedural changes as will reasonably accommodate people with disabilities. No quotas or other devices, except as necessitated by allocation of units to ranges of specified rent, will be established to limit the number of such families in residence.

Submission of applications ensure that all housing operated by this Authority will be available for assignment in accordance with established Authority preferences, where applicable, and date and time of application.

Nondiscrimination

It is the policy of HRHA to fully comply with Title VI of the Civil Rights Act of 1964, Title VIII and Section 3 of the Civil Rights Act of 1968 (as amended), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disability Act and the Fair Housing Amendments and any state and local Fair Housing laws and ordinances, and any legislation protecting the individual rights of residents, applicants or staff which may be subsequently enacted.

HRHA shall not discriminate because of race, color, sex, religion, familial status (in non-elderly designated housing), disability, elderliness or national origin in the leasing, rental, or other disposition of housing or related facilities, including land, included in any development or developments under its jurisdiction.

HRHA shall not take any of the following actions on account of race, color, sex, religion, familial status, disability, national origin or elderliness:

Deny to any family the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs.

Provide housing that is different than that provided others.

Subject a person to segregation or disparate treatment.

Restrict a person's access to any benefit enjoyed by others in connection with any program operated by the Housing Authority.

Treat a person differently in determining eligibility or other requirements for admission.

Deny a person access to the same level of services.

Deny a person the opportunity to participate in a planning or advisory group that is an integral part of the public housing program.

HRHA shall not automatically deny admission to a particular group or category of otherwise eligible applicants. Each applicant in a particular group or category will be treated on an individual basis in the normal processing routine.

HRHA will seek to identify and eliminate situations or procedures that create a barrier to equal housing opportunity for all. In accordance with Section 504 of the Rehabilitation Act of 1973, HRHA will make such physical or procedural changes as will reasonably accommodate people with disabilities.

HRHA shall not permit these policies to be subverted to do personal or political favors. Further, HRHA will offer units only in the order prescribed by this policy since any other method violates the policy, federal law, and the civil rights of the other families on the Waiting List. 24 CFR § 960.206(e) HRHA's method for selecting applicants will provide a clear audit trail that can be used to verify that each applicant has been selected in accordance with the method specified in HRHA's ACOP.

HRHA records with respect to applicants for admission shall indicate for each application the date of receipt, the determination of eligibility or non-eligibility, the preference rating if any, and the date, location, identification, and circumstances of each vacancy offered and whether that vacancy was accepted or rejected.

Affirmative Marketing

As conditions may require, HRHA will post notices of housing availability in particular neighborhoods or developments to encourage fuller participation. HRHA may issue public announcements of availability to encourage applications for assistance. Among the marketing efforts HRHA may engage in depending on the situation are the following:

Send informational spots to local media outlets such as radio stations, cable TV, newspapers, or other periodicals for broadcast or publication.

Special outreaches to minorities, persons with disabilities and very low-income families.

Distribute pamphlets and brochures.

Post notices in places of employment, unemployment offices, welfare offices, post offices, grocery stores, churches, community halls, public transportation centers, and with other agency community service providers.

Conduct outreach to organizations that assist people with disabilities, the elderly, students, immigrants, homeless people and victims of domestic violence.

HRHA will monitor the benefits received as a result of the above activities, and will increase or decrease the outreach activities as response dictates.

To reach minority groups, it may be necessary to canvas neighborhoods or make mass mailing to areas with heavy concentration of minority citizens. HRHA's materials will comply with Fair Housing Act requirements on wording, logo, size of type, etc.

Translation Of Documents

1) Limited English Proficiency (LEP)

HRHA will assist LEP families. Persons who do not speak English as their primary language and who have a limited ability to read, write, speak or understand English can be LEP, entitled to language assistance with respect to a particular type of service or benefit.

In determining whether it is feasible to translate documents into languages other than English, HRHA will consider the following factors:

- a) The number or proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee.
- b) The frequency with which LEP persons come in contact with the program.
- c) The nature and importance of the program, activity, or service provided by the program to people's lives; and the resources available and related costs.
- d) If there are fewer than 50 persons in a language group, HRHA will not translate vital written materials, but instead may provide written notice in the primary language of the LEP language group of the right to receive competent oral interpretation of these written materials.
- e) The decision about when materials will be made available in other languages will be based on the proportion of persons in the eligible population of Hopewell whose first language is other than English.

- f) At all HRHA offices a notice will be available that states in multiple languages (and alphabets), "Please make a new appointment and bring someone with you who can interpret for you."
- g) Applicants and residents with Limited English Proficiency (LEP) may furnish an interpreter to assist in communication with HRHA.

2) Interpretation for Visual or Audible Impairments

Documents intended for use by applicants and residents will be made available upon request in formats accessible for those with vision or hearing impairments in compliance with the Fair Housing Act, 24 CFR 8.6, including communication by way of TDD/TTY for those applicants or program participants who are speech or hearing impaired.

Violence Against Women Act (VAWA)

The purpose of this policy is to implement applicable provisions of the Violence Against Women Reauthorization Act of 2005 and to set forth HRHA's policies regarding domestic violence, dating violence, and stalking. Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

1) Denying Assistance to Domestic Violence, Dating Violence or Stalking Victims

No applicant to HRHA's Public Housing Program who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

2) Terminating Assistance of Domestic Violence, Dating Violence or Stalking Victims and Offenders

The Violence Against Women Reauthorization Act of 2005 (VAWA) provides that "criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of a resident's household or any guest or other person under the resident's control shall not be a cause for termination of assistance, tenancy, or occupancy rights if the resident or an immediate member of the resident's family is the victim or threatened victim of that domestic violence, dating violence, or stalking."

HRHA may exercise its authority to "terminate assistance to any individual who is a resident or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating

assistance to, or otherwise penalizing the victim of such violence who is also a resident or lawful occupant.”

VAWA does not limit HRHA’s authority to terminate the assistance of any participant if HRHA “can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if that resident is not evicted or terminated from assistance.”

3) Victim Documentation

When a participant family is facing termination of assistance because of the actions of a participant, household member, guest, or other person under the participant’s control and a participant or immediate family member of the participant’s family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, HRHA will require the individual to submit documentation affirming that claim.

HRHA will accept one of three methods for certification of a claim:

- a) A completed HUD form 50066, which HRHA will make available to a participating family upon request and/or
- b) A Federal, State, tribal, territorial, local police or court record and/or
- c) Documentation signed and attested to by a knowledgeable professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury to the professional’s belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence or stalking has signed or attested to the documentation.

The required certification and supporting documentation must be submitted to HRHA within 14 business days after HRHA issues their written request. The 14-day deadline may be extended at HRHA’s discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, HRHA may proceed with termination of assistance.

If HRHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property, if the tenant’s tenancy is not terminated, HRHA will bypass the standard process and proceed with the immediate termination of the family’s tenancy.

4) Terminating Assistance of a Domestic Violence Offender

Although VAWA provides termination protection for victims of domestic violence, it does not provide protection for offenders. HRHA may exercise its explicit authority to “terminate assistance to any individual who is a resident or lawful occupant and who engages in criminal acts of physical violence against family members or

others...without terminating assistance to, or otherwise penalizing the victim of such violence who is also a resident or lawful occupant." This authority supersedes any local, state, or other federal law to the contrary. However, if HRHA chooses to exercise this authority, HRHA will follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance.

When the actions of a participant or other family member result in a decision to terminate the family's assistance and another family member claims that the actions involve criminal acts of physical violence against family members or others, HRHA will request that the victim submit the required certification and supporting documentation in accordance with the stated timeframe. If the certification and supporting documentation are submitted within the required timeframe, or any approved extension period, HRHA will terminate only the offender's assistance. If the victim does not provide the certification and supporting documentation, as required, HRHA will proceed with termination of the family's assistance.

If HRHA can demonstrate an actual and imminent threat to other residents or those employed at or providing service to the property if the participant's tenancy is not terminated, HRHA will bypass the standard process and proceed with the immediate termination of the family's assistance.

Information requirements related the termination notices and VAWA can be found in the chapter on Lease Termination.

5) Confidentiality Requirements

All information provided to HRHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law. HRHA will maintain information regarding domestic violence, dating violence, or stalking in a sealed envelope in the resident's file.

Housing Discrimination Complaints

If an individual wishes to complain on behalf of himself or someone else against discrimination by the Authority, he may file a complaint with the Authority, the local Office of the U.S. Department of Housing and Urban Development, or The Virginia Fair Housing Office.

If an individual files a complaint with only one agency, he or she is free at any time afterwards to file another complaint with the other agencies.

Addresses to which complaints should be sent are as follows:

504 Coordinator/Compliance Officer
Hopewell Redevelopment and Housing Authority
P. O. Box 1361
Hopewell, Virginia 23861

Director
Office of Fair Housing and Equal Opportunity
Virginia State Office of the U. S. Department of Housing and Urban Development
600 E. Broad Street
P. O. Box 90331
Richmond, Virginia 23219

Administrator
The Virginia Fair Housing Office
Department of Professional and Occupational Regulation
9960 Mayland Drive, Suite 400
Richmond, Virginia 23233

CHAPTER 3

REASONABLE ACCOMMODATIONS POLICY

PURPOSE

The Hopewell Redevelopment and Housing Authority (HRHA) is committed to operating all of its housing programs in a fair and impartial way. In addition to requiring fairness and impartiality without regard to race, color, sex, sexual orientation, family responsibilities, national or ethnic origin, religion, age, personal appearance, familial status, marital status, political affiliation, source of income, elderliness, matriculation and place of residence or business. HRHA is committed to providing programs in a way that does not discriminate against individuals with disabilities.

A Reasonable Accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, or facility that provides a person with a disability the opportunity to participate in, or benefit from, a program (housing or non housing) or activity.

HRHA will fully bear the cost of all reasonable accommodations unless doing so would create undue financial and administrative burdens.

A. Persons To Whom Policy Applies /Application Of Reasonable Accommodations Policy

This chapter applies to individuals with disabilities in the following programs provided by the HRHA:

- 1) Applicants of public housing;
- 2) Residents of public housing developments; and
- 3) Participants in all other programs or activities receiving Federal financial assistance that are conducted or sponsored by the HRHA its agents or contractors including all non-housing facilities and common areas owned or operated by the HRHA.

B. Definition(S) - Persons With A Disability

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities.

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

As used in this definition, the phrase "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 addiction and alcoholism.

The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the public housing program or activities, or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

C. Requests For Reasonable Accommodations

A person with a disability may request a reasonable accommodation at any time during the application process or residency in public housing. All requests must be reduced to writing by the individual, HRHA staff or any person identified by the individual.

Reasonable accommodation methods or actions that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individual as well as the nature of the program or activity in which the individual seeks to participate.

- 1) All applicants will be provided the Request for a Reasonable Accommodation Form with the application. (Provide copy of form)
- 2) All residents will be provided the request form again at the time of recertification, and upon request.
- 3) HRHA will respond in writing to all requests for a reasonable accommodation.

- 4) All decisions to grant or to deny reasonable accommodations will be communicated in writing and in the form requested by the individual.

Examples of reasonable accommodations may include, but are not limited to:

- a) Making a unit, part of a unit or public and common use element accessible for the head of household or a household member with a disability that is on the lease;
- b) Permitting a family to have a service or assistance animal necessary to assist a family member with a disability;
- c) Allowing a live-in aid to reside in an appropriately sized HRHA unit;
- d) Transferring a resident to a larger size unit to provide a separate bedroom for a person with a disability;
- e) Transferring a resident to a unit on a lower level or a unit that is completely on one level;
- f) Making documents available in large type, computer disc or Braille;
- g) Making sign language interpreters available to meet with staff or at resident meetings;
- h) Installing strobe type flashing lights and other such equipment for a family member with a hearing impairment;
- i) Permitting an outside agency or family member to assist a resident or an applicant in meeting screening criteria or meeting essential lease obligations;

D. Request For A Reasonable Accommodation By Public Housing Residents And Applicants

Requested accommodations will not be approved if one of the following would occur as a result:

- 1) A violation of State Law and/or federal law;
- 2) A fundamental alteration in the nature of the HRHA public housing program;
- 3) An undue financial and administrative burden on HRHA,

- 4) A structurally unfeasible alteration; or
- 5) An alteration requiring the removal or alteration of a load-bearing structural member.

All requests for a reasonable accommodation shall be reduced to writing on the reasonable accommodation form by the resident or potential resident, HRHA staff, or any person identified by the individual. This form includes various forms of reasonable accommodations as well as the general principles of reasonable accommodation.

The Housing Manager may request documentation of the need for a Reasonable Accommodation as identified on the Request for Reasonable Accommodation form (Attachment A) as well as suggested reasonable accommodations to assist the resident in the opportunity to fully enjoy the dwelling unit or non-housing program.

The following may provide verification of a resident's disability and the need for the requested accommodation (Attachment B):

- 1) Physician
- 2) Licensed health professional
- 3) Professional representing a social service agency or
- 4) Disability agency or clinic or
- 5) Other knowledgeable professional

The decision to approve or deny the reasonable accommodation request shall be made as expeditiously as possible but must be within thirty (30) working days of the receipt of the request. If the request is approved, schedule of timely completion will be documented and communicated to the requestor.

If the Housing Manager's recommendation is to deny the request, the Housing Manager forwards their recommendation and all materials and verifications to the 504 Coordinator/Compliance Officer within ten (10) days of receipt.

All recommendations for denial will be from the 504 Coordinator or Executive Director .

Once the decision has been made to approve a request for a reasonable accommodation, a copy of all documents shall be forwarded to the ADA/504 Coordinator.

The resident will be notified in writing of the final reasonable accommodation determination by the Housing Manager. If the accommodation is approved, the resident will be notified of the projected date for implementation. If the accommodation is denied, the resident will be notified of the reasons for denial.

All recommendations that have been approved by the ADA/504 Coordinator will be forwarded to the Housing Manager for implementation. All requests for reasonable accommodation that are approved by the ADA/504 Coordinator will promptly be implemented or begin the process of implementation.

If a request for a reasonable accommodation is denied, HRHA will seek to provide the individual with a disability an alternative opportunity to fully participate in the program or activity provided by HRHA.

HRHA will make every reasonable effort to provide reasonable accommodations to residents with a disability including transfer to an available Uniform Federal Accessibility Standard compliant unit. However, if a resident rejects the offered transfer or voucher, HRHA will be willing to make minor modifications to the resident's unit unless doing so would be structurally impracticable or would result in an undue administrative and financial burden. Examples of this type of impractical requests may be, but is not limited to, the installations of ramps, widening of doorways, major kitchen, or bathroom modifications.

If the resident accepts the transfer, HRHA may work with the resident to obtain moving expenses from social service agencies or other similar sources. If that effort to obtain moving expenses is unsuccessful within 30 days of the assignment of the dwelling unit, HRHA shall pay the reasonable moving expenses. Nothing contained in this paragraph is intended to modify the terms of HRHA's Tenant and Assignment Plan and any resident's rights thereunder.

When issuing a voucher as an accommodation, HRHA must include a list of current available accessible units known to HRHA, upon request. HRHA will also provide search assistance. HRHA may also partner with a qualified, local disability organization to assist the resident or applicant with the search for available, accessible housing.

Reasonable Accommodations will be made for applicants during the application process. All applications must be taken in an accessible

location. Applications will be made available in accessible formats. Sign language interpreters and readers will be made available upon request.

E. Occupancy of Accessible Unit

HRHA has units designated for persons with mobility, sight and hearing impairments referred to as accessible units.

HRHA will offer these accessible units to families in the following order:

- 1) First: Current occupant of a public housing unit who has a disability that requires the special features of that unit;
- 2) Second: An eligible qualified applicant on the public housing waiting list having a disability that requires the special features of the unit; and
- 3) Third: If there are no eligible qualified applicants on the public housing waiting list, a non-disabled applicant will be offered the unit. HRHA will require that the non-disabled applicant agree to sign a lease addendum that requires the applicant to move to an available non-accessible unit when either a current resident or applicant needs the special features of the unit.

A Reasonable Accommodation Waiting List will be created and maintained by date and time of request.

The first qualified current resident in sequence on the list of residents seeking reasonable accommodations will be offered a unit of the appropriate size with the special features required. If more than one unit of the appropriate size and type is available, the first unit offered will be the first unit that is ready for occupancy.

Upon inspection of the offered unit, the resident or applicant will be required to sign a Letter of Acceptance/Rejection of an Accessible Unit. HRHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection and the reason for the rejection.

A current resident will receive two (2) offer of an accessible units before his/her name is removed from the Reasonable Accommodations Waiting List.

An applicant will receive two (2) offers of accessible units before his/her name is removed from the Public Housing Waiting List.

F. Grievances

The public housing applicant or resident complainant may file a complaint in accordance with HRHA's grievance procedure following a decision by the 504 Coordinator/ADA

An applicant or resident may, at any time, exercise their right to appeal a HRHA decision through HUD or the Department of Justice.

G. Service Or Assistance Animals

Residents of HRHA with disabilities are permitted to have assistance animals, if such animals are necessary as a reasonable accommodation for their disabilities. HRHA residents or potential residents who need an assistance animal as a reasonable accommodation must request the accommodation in accordance with the reasonable accommodation policy.

Refer to the Pet Policy

Residents must register their assistance animal with their Housing Manager before it is brought onto HRHA's property, and must update the registration annually at the Housing Manager's Office. The registration must include a certificate signed by a licensed veterinarian or a local authority empowered to inoculate animals (or designated agent of such an authority) stating that the animal has received all inoculations required by applicable local law.

H. Recertification\Lease Renewal

Ninety [90 Days] before the date for recertification/lease renewal for a public housing resident HRHA will provide a notice along with a package to the family to initiate the recertification/lease renewal process.

If requested as a reasonable accommodation by an individual with a disability, HRHA shall provide the notice of recertification/lease renewal in an accessible format.

HRHA shall also mail the notice to a third party, if requested as a reasonable accommodation for an individual with disabilities. This accommodation will be granted upon verification that it meets the need presented by the disability.

The recertification/lease renewal package will include a Notice of Rights and Opportunities which will include a description of the following:

- 1) The right of a resident to request a reasonable accommodation for any member of the family who has a disability in order to allow the individual with a disability to better use the residence and HRHA's facilities and programs;
- 2) The right to file a grievance in accordance with HRHA's Public Housing Grievance Procedures. The right of residents to request a grievance hearing in matters such as reasonable accommodations or any issue in which the resident feels that HRHA has unfairly modified his/her rights, welfare, or status and about which the resident or participant has been unable to resolve with the Housing Manager, the 504 Coordinator/ADA or the department involved.

Where personal interviews are required as part of the recertification/lease renewal process, individuals with disabilities who are unable to come to HRHA's offices, will be granted an accommodation by conducting the recertification/lease renewal interview at the individual's home or by mail, upon verification that the accommodation requested meets the need presented by the disability.

If the family does not cancel a recertification/lease renewal interview scheduled at the HRHA's offices or is not at home at the time of a scheduled home visit, HRHA may initiate action to terminate the family's assistance. However, an exception may be granted if the family is able to document an emergency situation that prevented them from canceling or attending the interview or if requested as a reasonable accommodation for an individual with a disability.

Excess Utility Charge Hardship

Requests for relief from charges for excess consumption of HRHA purchased utilities may be granted on reasonable grounds. (24 CFR 965.508)

Reasons for relief include:

- a) Special needs of elderly
- b) Disabled residents
- c) Special factors affecting utility usage not within the control of the resident.

Process:

Requests for relief from paying the excess utility charge will be treated in the same manner as other requests for relief due to hardship.

A hardship exists when circumstances beyond the Tenant's control are so serious as to make the Tenant/Resident unable to meet his/her financial obligations under the Dwelling Lease as they become due. To qualify for a Excess Utility Charge hardship relief, the Tenant must notify Management of the circumstances for which the hardship is claimed by the fifth (5th) day of the month in which the charges are due, or as soon as possible thereafter in the case of an emergency. Management shall consider extending payment as outlined in the Rent Chapter.

Residents wishing to request relief under this procedure should contact the Housing Manager of the development in which the resident resides.

Criteria for granting relief:

Residents will provide written documentation to support a request for relief. Requests will not normally be acted upon without this documentation. Exceptions will be considered on a case-by-case basis. HRHA has sole discretion to grant relief under this procedure without documentation.

Residents who disagree with a HRHA decision may request an informal hearing in accordance with the Grievance Procedure, a copy of which is maintained in the management offices.

CHAPTER 4

APPLYING FOR ADMISSION

INTRODUCTION

The policy of HRHA is to ensure that all families who express an interest in housing assistance are given an equal opportunity to apply, and are treated in a fair and consistent manner. This Chapter describes the policies and procedures for completing an initial application for assistance, placement and denial of placement on the waiting list, and limitations on who may apply. The primary purpose of the intake function is to gather information about the family, but HRHA will also utilize this process to provide information to the family so that an accurate and timely decision of eligibility can be made. Applicants will be placed on the waiting list in accordance with this Policy.

A. How To Apply

Families who wish to apply for any of HRHA's Public Housing must complete a written application form when application-taking is open. Applications will be made available in an accessible format upon request from a person with a disability.

HRHA uses a single waiting list for admission to its Public Housing program.

HRHA accepts applications only from families whose head or spouse is at least 18 years of age or emancipated minors under State law.

To be eligible for participation, an applicant must meet HUD criteria, as well as any permissible additional criteria established by the HRHA.

Applicants are selected from the application pool according to preferences, date and time of the preliminary application.

1. All applications received in person on the same day will be date and time stamped at the time of receipt. If applications are accepted by mail, they will be randomly opened and stamped with the date and time opened. If applications are accepted by fax, the date and time that the application was received will be recorded. Duplicate applications will not be accepted. If another application is submitted, the original date and time will be used.

B. "Initial" Application Procedures

HRHA will utilize a preliminary application form for the initial application.

At a minimum, the pre-application will contain questions designed to obtain the following information:

- Names of head of household, spouse/co-head
- Names of all members and age of all members
- Number of family members (used to estimate bedroom size needed)
- Street address and phone numbers
- Mailing address (If PO Box or other permanent address)
- Annual income
- Source(s) of income received by household members
- Information regarding request for reasonable accommodation or for accessible unit
- Social Security Numbers
- Race/ethnicity
- Arrests/Convictions for Drug Related, Criminal Activity or Sex Offender
- Questions regarding previous participation in HUD programs
- Upon site-based admission process implementation, site-based preference

Preliminary applications will not require interviews. Information on the application will not be verified until the applicant has been selected for final eligibility determination. Final eligibility will be determined when the full application process is completed and all information is verified.

Applicants are required to inform HRHA in writing of changes in family composition, income, and address. Applicants are also required to respond to requests from HRHA to update information on their application, or to determine their continued interest in assistance.

Corrections, updates, or changes on applications will be documented. Obsolete information on paper forms of applications shall be lined through and documented as to its obsolescence, initialized and dated by the employee making such changes, or by the applicant, if such change is made by the applicant him/herself.

Failure to provide information or to respond to mailings will result in the applicant being removed from the waiting list.

ACCESSIBILITY OF THE APPLICATION PROCESS

Persons with Disabilities and Disabled Family

HRHA must take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard HRHA application process. This could include people with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP). HRHA must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or HRHA must provide an alternate approach that provides full access to the application process. Chapter 2 provides a full discussion of HRHA'S policies related to providing reasonable accommodations for people with disabilities.

HRHA will require that a professional third party competent to provide a written assessment that the applicant qualifies as a person with a disability and specific accommodations due to their disability is required for them to have equal access to the program.

Applicants with disabilities may request an alternate accommodation that will meet the need of the person if the nature of their disability is such that they cannot reasonably be expected to come to the HRHA office.

Limited English Proficiency

HRHA is required to take reasonable steps to ensure meaningful access to the programs and activities by persons with limited English proficiency [24 CFR 1]. Chapter 2 provides a full discussion on HRHA'S policies related to ensuring access to people with limited English proficiency (LEP).

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For limited English proficient (LEP) applicants, HRHA will provide translation services.

PLACEMENT ON THE WAITING LIST

HRHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations [24 CFR 982.206(b)(2)]. Where the family is determined to be ineligible, HRHA must notify the family in writing [24 CFR 982.201(f)]. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants.

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c)].

Ineligible for Placement on the Waiting List

If HRHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible, HRHA will send written notification of the ineligibility determination within 10 calendar days of receiving a complete application. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review.

Eligible for Placement on the Waiting List

When the pre-application is initially submitted, it will be keyed into the database based on the information submitted by the applicant on the pre-application. Placement on the waiting list does not guarantee eligibility for the Public Housing program.

Applicants placed on the waiting list will be advised that it is their responsibility to notify HRHA of any change in address. Requests to change application information must be made in writing to HRHA. If a notice or an appointment letter to the applicant is returned as undeliverable, the applicant will be withdrawn from the waiting list, unless the reason for their failure to respond is verified to be related to a reasonable accommodation.

FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY

Family Break-up [24 CFR 982.315]

PHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up. However, if a court determines the disposition of property between members of the assisted family in a divorce or separation decree, PHA is bound by the court's determination of which family members continue to receive assistance.

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

Split Households Prior to Eligibility

When a family on the waiting list splits into two otherwise eligible families due to divorce or legal separation, and the new families both claim the same placement on the waiting list, and there is no court determination, the HRHA will make the decision taking into consideration the following factors:

- The interest of any minor children, including custody arrangements
- The interest of any ill, elderly, or disabled family members
- Any possible risks to family members as a result of domestic violence or criminal activity;

- Recommendations of Social Service Agencies, and;
- Which family member applied as Head of Household.

C. Special Programs

HRHA may operate special PH programs. If the referrals for the special program have been provided by HUD, admission will be guided by the requirements of the special program. Special admission families will be subjected to the same terms, standards, and procedures that apply to other HRHA applicants. They are not required to be on the program waiting list nor qualify for any special preference. HRHA will maintain separate records of these admissions by codes in the automated system.

Examples of such programs include:

Domestic Violence

- YWCA –
- Safe Harbor

Homelessness

- Homeward/ Behavior Health Authority

Lead Safe

American Red Cross

City of Inspection

Domestic Violence

1. After an applicant is referred and eligibility is determined, HRHA will contact the shelter for final verification:
2. Applicant currently resides at the shelter
 - a) Applicant is in good status with the shelter
 - b) The shelter will respond in writing and send via fax. If an applicant has left the shelter and/or is not in good status, then the applicant will no longer qualify for the domestic violence preference and the preference will be withdrawn.
3. All referrals must be accompanied by proof of domestic violence documentation or police intervention i.e. restraining/protection order and or police report.
 - a) All applicants referred must be a Hopewell city Resident.

4. Out of city applicants must establish city residency in one of the approved domestic violence shelter for 30 days prior to referral. Some forms of documentation include:
 - a) Driver's license
 - b) Application on file for Social Services for at least 30 days
 - c) Application on file at HRHA for 30 days
 - d) Receiving Assistance for DSS for at least 30 days
5. Applicants in violation of any HRHA program rules and regulations will not be eligible for housing under the domestic violence preference.
6. Only referrals from the approved domestic violence shelters will be accepted under the domestic violence preference.
 - a) YWCA – Hopewell
 - b) Safe Harbor
7. Homelessness Preference – Families residing in Family Shelters
 - a) HRHA is able to provide housing to homeless persons under the "Local Preferences" provision of the ACOP. HRHA shall determine eligibility for continued occupancy and lease renewal according to the terms of the ACOP and its lease agreement (the "Lease Agreement"). HRHA shall not be required to amend the ACOP in order to provide public housing to homeless persons.
 - b) Families referred to HRHA for public housing under the terms of the MOU shall meet all eligibility requirements under the ACOP for public housing with the Homeless Preference.

Applicants must pay all outstanding balances in full and provide evidence of participation in Social Service or other appropriate counseling service programs, before an application will be accepted for housing.

D. Completion Of A Full Application

All preferences claimed on the preliminary application or while the family is on the waiting list will be verified:

After the family is selected from the waiting list and prior to completing the full application.

The qualification for preference must exist at the time the preference is verified regardless of the length of time an applicant has been on the waiting list because

the preference is based on current status.

Applicants are required at the full application interview to:

Sign Release of Information Forms including authorization form for criminal background checks of all adult household members, and consent for verification of Immigration status.

Participate in a full application interview with a HRHA representative during which the applicant will be required to furnish complete and accurate information as requested by the interviewer. The HRHA interviewer will complete the full application form with answers supplied by the applicant. The applicant will sign and certify that all information is complete and accurate.

Full application must be completed at the time of the interview.

Requirement to Attend Interview

HRHA utilizes the full application interview to discuss the family's circumstances in greater detail, to clarify information that has been provided by the family, and to ensure that the information is complete. The interview is also used as a vehicle to meet the informational needs of the family by providing information about the application and verification process, as well as to advise the family of other HRHA services or programs that may be available.

All adult family members must attend the interview and sign the housing application. Exceptions may be made for adult students attending school out of state or for members for whom attendance would be a hardship. HRHA will make every accommodation to ensure that all household members complete required verifications.

The head and spouse are both required to attend the interview.

If the head of household cannot attend the interview, the spouse may attend to complete the application and certify for the family. The head of household, however, will be required to attend an interview within seven (7) calendar days to review the information and to certify, by signature, that all of the information is complete and accurate.

Prior to sending the appointment letter, HRHA will check the applicant names in EIV, against its log of Section 8 reimbursement agreements and the Public Housing accounts payable system to determine whether the applicant has past due balances owed to HRHA. Previous outstanding debts to HRHA or any PHA resulting from a previous tenancy in the public housing, Section 8 or assisted housing programs must be paid in full. No applicant will be admitted to the Public Housing program that owes money to any PHA. If an applicant owes monies the applicant will be found ineligible and a letter will be mailed to the applicant informing s/he that the application was withdrawn due to monies owe to a PHA.

Appointments for eligibility interviews will be scheduled by letter.

The appointment letter will advise the applicant to bring all documents necessary to document their eligibility, family composition, income, and deductions.

It is the applicant's responsibility to reschedule the interview if he/she misses the appointment. If the applicant does not reschedule or misses two (2) scheduled meetings, the Authority will reject the application.

Applicants who fail to appear and want to reschedule a missed appointment must make the request to reschedule no later than five (5) calendar days from the original appointment date. The request must be made to the staff person who scheduled the appointment.

If an applicant fails to appear for their interview without prior approval of the Authority, their application will be denied unless they can provide acceptable documentation to the Authority that an emergency prevented them from calling.

Reasonable accommodation will be made for persons with a disability who require an advocate or accessible offices. A designee will be allowed to participate in the interview process, but only with the permission of the person with a disability.

If an application is denied due to failure to attend the full application interview, the applicant will be notified in writing and offered an opportunity to request an informal hearing.

All adult members must sign the HUD form 9886, Release of Information, the application/the application form, the declaration and consents related to citizenship/immigration status and any other documents required by the Authority. Applicants will be required to sign specific verification forms for information which is not covered by the HUD form 9886. Failure to do so will be cause for denial of the application for failure to provide certification and release as required by the Authority.

Full application must be completed at the time of the interview.

Applicants will be required to provide all information requested by HRHA

including information on their income, assets and on deductions claimed in the form of paystubs, computerized award letters for income received from government sources such as Temporary Assistance to Needy Families (TANF), court-ordered child support, Social Security, Supplemental Security Income, Unemployment Compensation, bank statements, 401(k) statements, stock statements, and all other forms of income. Applicants will sign the appropriate releases for third party verification of income. HRHA will attempt to obtain third party verification of income from the source of the income before using applicant-supplied documents. If any required information is missing, the family will be provided a list of the documentation required, which must be received within 10 calendar days. If the applicant is not able to provide the information, the application will be rejected.

The interview will be conducted only if the head of household or spouse/co-head provides appropriate documentation of legal identity. If the family representative does not provide the required documentation, the appointment may be rescheduled.

Families are required to provide verification of Social Security Numbers for all family members prior to admission. This requirement also applies to persons joining the family after admission to the program. Failure to furnish verification of social security numbers is grounds for denial or termination of assistance. Persons who disclose their social security numbers but cannot provide verification must provide verification with 60 days, except elderly persons who must provide verification within 120 days.

As a part of the eligibility determination, HRHA shall run a criminal record check on all adult family members. Applicants are required to sign releases for such criminal record checks. In addition, HRHA will check the sex offenders' web site for the appropriate jurisdiction, for individuals that have lived outside of for the previous three years.

If HRHA determines at or after the interview that additional information or document(s) are needed, HRHA will request the document(s) or information in writing. Third party verification will be obtained in all cases when available. Staff will document the file on attempting to obtain third party. After documenting the file that third is unavailable, the family will be given five (5) working days to supply the information; however extensions may be given for extenuating circumstances such as information that must be obtained from out of state. If the information is not supplied in this time period, HRHA will provide the family a notification of denial for assistance.

Applicants who wish to receive deductions as allowed by 24 CFR Part 5, for dependents, elderly/disabled status, unreimbursed medical expenses, reasonable childcare and/or disability assistance expenses, will be required to provide information on the status and/or the unreimbursed expenses. HRHA will attempt to obtain third-party verifications of deductions prior to using applicant supplied

documents. Failure to provide such information will result in the family not being given the deduction.

If it is determined that an applicant who claims a preference does not meet the criteria to qualify for a preference, the applicant will be notified in writing and provided with the reasons for the determination. The applicant will be provided with the opportunity for an informal review.

After verification of the information provided and prior to selection, the application will be reviewed for compliance with the Authority's Selection Criteria. If the applicant is found to be eligible for admission, he or she shall be notified.

If the applicant is found to be ineligible, he or she will be notified and provided with the basis for the ineligibility determination. The applicant will be provided an opportunity for an informal hearing on the matter to be conducted by the Appeals Officer for housing operations.

The program eligibility supervisor will indicate on the application the final action taken.

Eligible applicants will be requested to notify the Tenant Selection Office in writing if there is a change in family size, income, or preference eligibility.

Applicants will be informed that refusal of a dwelling unit after the second offer that the applicant's name will be removed from the waiting list and the applicant will be ineligible to reapply for 1 year from the date of the refusal. However, if an applicant presents satisfactory evidence to the Authority that acceptance of the offer of a suitable vacancy will result in hardship or handicap not related to considerations of race, color, sex, religion, national origin, family status, disability, or handicap, such as difficulty of transportation to location of employment, inability to obtain day care for children, desire to maintain affiliation with churches, community institutions, and facilities, non-acceptance of such an offer shall not be considered as a refusal.

Ready Waiting list Pool

When an applicant is found to be eligible for admission, he or she shall be notified by mail.

If a suitable (right size and type) unit is unavailable, the approved applicant will be placed in the ready waiting list pool by eligibility date and unit size.

When a suitable (right size and type) unit become available, the first qualified applicant in sequence shall be contacted by telephone and offer the unit.

If HRHA is unable to reach the applicant, a message will be left informing the

applicant that an offer of housing is pending.

The applicant will be given one hour to return the call and accept the offer.

If the applicant fails to contact the office, HRHA will contact the next qualified applicant on the list.

In the event that the next person on the list accepts the unit, the first applicant will be returned to the ready pool in the same position.

After the second attempt to contact the applicant by telephone with a housing offer, a letter will be mailed to the applicant, requesting them to contact the office to confirm continued interest in housing.

If the applicant fails to respond to the request by the deadline indicated in the letter, the applicant will be withdrawn from the ready waiting list pool.

The applicant will be notified in writing of changes in their eligibility and offered their right to an informal review.

The applicant will be ineligible to reapply for 1 year from the date of the last contact.

Removing Applicants from the Waiting List (24 CFR 982.204 (c))

The Authority is unable to contact the applicant to follow up on their application.

No informal hearing is required following withdrawal of an application,

The applicant requests that their name be removed.

The applicant fails to keep a scheduled interview or leasing, fails to have money at lease reading or fails to respond to the Authority concerning information that is necessary to process the application or to maintain the waiting list. The Authority will notify the applicant that he/she has 10 calendar days to provide the needed information. If the applicant fails to respond within that period, the application is withdrawn from the waiting list and ineligible to reapply for a period of one year from the date of the expired period.

The applicant fails to complete the orientation class.

Any mailing to the applicant which requires a response will state that failure to respond will result in the applicant's name being removed from the waiting list.

If a letter is returned by the Post Office, the applicant will be removed without further notice, and the envelope and letter will be maintained in the file.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless the Program Eligibility Supervisor determines there were circumstances beyond the person's control.

The Authority may suspend or restrict the acceptance of applications whenever it appears that the waiting list has more applicants than can be housed in a one-year period. The suspension or restriction may be lifted whenever the waiting list or the need for a particular bedroom size drops below the number of applicants that can be housed in a nine-month period. When advertisements appear announcing the reopening of applicant processing, the following will be incorporated:

- a) An affirmative marketing consideration for the Authority's housing programs, i.e., household type, elderly, or non-elderly.
- b) The listing of income limits and size of dwelling units available for occupancy.

Information provided by the applicant will be verified, including information related to family composition, income, allowances and deductions, assets, eligible immigration status, full time student status and other factors related to preferences, eligibility and rent calculation.

If HRHA determines at or after the interview that additional information or document(s) are needed, HRHA will request the document(s) or information in writing. Third party verification will be obtained in all cases when available. Staff will document the file on attempting to obtain third party. After documenting the file that third is unavailable, the family will be given seven (7) working days to supply the information; however extensions may be given for extenuating circumstances such as information that must be obtained from out of state. If the information is not supplied in this time period, HRHA will provide the family a notification of denial for assistance. (See Chapter on Complaints, Grievances and Appeals.)

Parents claiming custody must have court awarded, final, permanent physical custody for the dependent to be considered member(s) of the household.

College Students

No assistance shall be provided to any individual who is enrolled (full time or part time) as a student at an institution of higher education who is:

- Under age 24
- Not a U.S. Veteran

Unmarried And Does Not Have A Dependent Child, Unless:

- The student is eligible and the student's parents (individually or jointly) are income eligible for the program; or
- The student can demonstrate absence or independence from the parents.

An independent student must meet one or more of the following criteria:

- Be at least 24 years old by December 31 of the award year for which aid is sought;
- Be an orphan or ward of court through age 18;
- Be a Veteran of the U.S. Armed Forces;
- Be married;
- Have a legal dependent(s) other than a spouse (i.e., dependent children or an elderly dependent parent); or
- Be unclaimed as a dependent on another person's tax return.

Processing Applications

As families approach the top of the Waiting List, the following items will be verified to determine qualification for admission:

- Preference verification
- Family composition and type (elderly/non elderly), inclusive of family status, familial/marital status when needed for Head or spouse definition, or for inclusion in the household of a minor who is not yet born to or adopted by the assisted family, or legal guardianship, or right to custody, including temporary right to custody.
- Annual Income* inclusive of tips and meals, including income that is expressly excluded by regulation where the HRHA is required verify.
- Assets and Asset Income
- Deductions from Annual Income including but not limited to full-time student status, including students who are 18 or over, childcare expenses for children under 13 where such expenses allow an adult family member to be employed or to further his/her education or seek employment, total medical expenses of all family members in households whose Head or spouse is elderly or disabled, disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus which allow an adult

family member to be employed, disability for determination of allowance or deductions.

- Social Security Numbers (SSN) of all family members or a SSN Certification of non-issuance for any family members who do not have Social Security Numbers.
- Non-economic selection criteria used in applicant screening, inclusive of criminal history report, past landlord reports, credit reports, rent payment history.
- Citizenship or eligible immigration status, including date and place of birth.

Timeliness of Verifications

All verifications will be obtained prior to initial lease date to ensure that current and accurate data is being used in calculating rents and eligibility.

Certification by the appropriate staff member will be made when verification of all necessary items for each application is completed.

Verifications for the public housing program must be dated within 120 days from the date of the interview and not exceed 120 days in age, prior to admission to the unit. The family will be questioned prior to admission in regard to any change in status. If changes are reported, they will be verified to determine their effect on eligibility, preference rating (if any), rent, and unit size required.

The applicant file shall contain documentation of all verifications.

Verification and Documentation of Information for Admission

HUD regulations require that the factors of eligibility be verified by the Authority. All information from each applicant must be verified. Authority staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third party verifications are not possible as to why third party verification was impossible to obtain. Applicants and program participants must provide true and complete information to the Authority whenever information is requested.

Information to be Verified

When determining eligibility for admission, all information submitted by the applicant must be verified. Information to be verified must include but is not limited to:

- Income
- Employment
- Social Security Number
- Bank Accounts
- Day Care
- Custody
- Preferences
- Residency
- Citizenship
- Family Relation
- Social Factors
- Deductions and Exclusions from income
- Past Performance in Meeting Financial Obligations

HRHA will accept as verification but is not limited to the following documentations listed below:

- A government issued Virginia driver's license.
- A government issued Virginia identification card from the Division of Motor Vehicle
- Original Birth Certificate
- Life Insurance policy
- Bankruptcy records
- IRS Form 1099
- Earning statement or payroll subs
- Unemployment benefit letter
- Retirement benefit letter
- Court records such as real estate, tax notices, marriage and divorce and judgment
- Proof of Birth Letter (child 6 moths or younger)
- Verification letter from Department of Social Services of Birth or SSN

In the event conflicting information is received regarding one of the items to be verified, HRHA staff will attempt to resolve the conflict and will document why one piece of information was used versus another.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card or a third party document stating

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
		the Social Security Number
Adult Status of the Head of Household		Valid drivers license, identification card issued by a government agency, or a birth certificate
Citizenship	N/A	Signed Section 214 Declaration, and voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	EIV receipt of SSI, Verification Form from medical professional	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Verification Form or letter from school	For high school and/or college students, any document evidencing FT enrollment
Need for a live-in aide	Verification form or letter from medical professional or other professional knowledgeable of condition	N/A
Child care costs	Verification form or letter from care provider	Bills and receipts
Disability assistance expenses	Verification forms or letter from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Verification forms or letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Medicare Discount Card		A card with the words "Medicare Approved" on it
Medicare Discount Benefit		Individual receipts if the pre-discount cost is included; a comparison of receipts before and after the application of the discount; other information provided by the pharmacy supplying the prescription; or if nothing

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
		else is available, an imputed value of \$48.17 per prescription.

Verification Requirements for Individual Items		
Item to Be Verified	3rd party verification	Hand-carried verification
Value of and Income from Assets		
Savings, checking accounts	Verification form or letter from institution (unless the balance is less than \$500, in which case HRHA use at least the last three months of bank statement, since HRHA has determined that it is more cost effective to use bank statements)	Passbook, or last two months of bank statements
CDs, bonds, etc.	Verification form or letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Verification form or letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Verification form or letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property held as an investment	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of whole life insurance policies	Verification form or letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Verification form or letter from employer	Four consecutive pay stubs
Self-employed or owned business	N/A	Tax return from prior year (including all attachments)

		and Schedules), books of accounts, receipts for products and other expenses associated with employment
Regular gifts and contributions	Verification form or letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Verification form, letter or printout from agency through whom payments are made, letter from source, letter from Human Services	Record of deposits, divorce decree
Social Security (all types)	EIV or Verification form from SSA	Letter from Social Security
Periodic payments (i.e., welfare, pensions, workers' comp, unemployment)	Verification form or electronic reports from the source	Award letter, letter announcing change in amount of future payments
Training program participation	Letter from program provider indicating <ul style="list-style-type: none"> - whether enrolled - whether training is HUD-funded - whether State or local program - whether it is employment training - whether payments are for out-of-pocket expenses incurred in order to participate in a program 	N/A

Verifications of "permanent" information, such as birth certifications, social security cards, Section 214 Declaration of Citizenship, etc. need only be gathered at the time of eligibility determination and retained in the current participant folder.

Documentation

The information submitted by each applicant to be used in the determination of eligibility for admission, qualification for preference, rent to be paid, and size of unit required will be verified for truthfulness, accuracy, and completeness and will be documented. As a minimum, this documentation will include the date, the source of the information including the name and title of the individuals contacted, and a summary of the information received. Documentation will

include but is not limited to:

- Letters or statements (notarized where necessary), certifications from employers, and other pertinent sources giving authoritative information concerning all items and amounts of income, anticipated income, and deductions.
- Statements from self-employed persons, and from persons whose earnings are irregular, such as salesmen, taxi drivers, etc., sworn to before a notary, setting forth gross receipts, itemized expenses and net income (expenses incurred for business expansion or amortization of capital indebtedness are to be included in net income).
- Memoranda of verification data obtained by completing a Verification of Employment form by personal interview, telephone or other means, with source, date received, and the person receiving the information clearly indicated.

Systems of Verification

To assure that the data upon which determinations of eligibility, preference status (if any), rent to be paid, and size of dwelling unit required are based on full, true, and complete information to the best of staff's ability, the data on each applicant shall be verified and consist of the following types and systems of verification:

The HRHA will verify information through the five methods of verification acceptable to HUD **in the following order**:

- **Enterprise Income Verification (EIV):** The verification of income at admission or before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals.
- **Third-Party Written:** The HRHA's second choice to supplement the EIV is a written third party verification to substantiate claims made by an applicant or resident.
- **Third-Party Oral:** The HRHA may also use telephone verifications.
- **Review of Documents:** The HRHA will review documents, when relevant, to substantiate the claim of an applicant or resident.
- **Notarized Statement:** A notarized statement will be accepted **only when extensive attempts have been made to obtain all of the first four methods above and no other form of verification is available.**

If third party verification is not received directly from the source, HRHA staff will document the file as to why third party verification was impossible to obtain and

another method was used (such as reviewing documents families provide.)

The HRHA will not delay the processing of an application beyond two weeks because a third party information provider does not return the verification in a timely manner.

Regardless of these timeframes, Criminal History Reports will be useable as a valid verification for no longer than 13 months after the date on the Release of Information form.

F. Final Determination And Notification Of Eligibility

After the verification process is completed, HRHA will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by HRHA, and the tenant suitability determination (see Chapter on Eligibility for Admission).

Because HUD can make changes in rules or regulations and family circumstances may have changed during the review process that affect an applicant's eligibility, it is necessary to make final eligibility determination.

The household is not actually eligible for a unit offer until this final determination has been made, even though they may have been listed on the waiting list.

CHAPTER 5

ELIGIBILITY AND SCREENING

INTRODUCTION

This Chapter defines both HUD's and HRHA's criteria for admission and denial of admission to the program. The policy of HRHA is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families who apply. HRHA staff will review all information provided by the family carefully and without regard to factors other than those provided with the regulation and HRHA policies. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by HRHA pertaining to their eligibility.

Exemption from Eligibility Requirements for Police Officers and Other Security Personnel

The Authority may admit to Public Housing, police officers and other security personnel who are not otherwise eligible for such housing under any other admission requirements or procedures (i.e. police officers would not be required to be income eligible to qualify for admission to the Public Housing program.) HUD's objective in granting this exemption is to permit long-term residency in public housing developments of police officers and security personnel whose visible presence is expected to serve as a deterrent to criminal activity in and around housing.

A. Qualification For Admission

It is HRHA's policy to admit qualified applicants only. To be eligible for the public housing program, an applicant must:

- Qualify as a family as defined by this ACOP;
- Qualify on the basis of citizenship or eligible immigrant status of family members;
- Have an Annual Income at the time of admission that does not exceed the low-income limits for occupancy established by HUD.
- Provides a Social Security number (SSN) for all family members;
- Consents to HRHA's collection and use of family information, as provided for in HRHA-provided consent forms; and
- Meets or exceeds the tenant Selection and Suitability Criteria as set forth in this policy.

Timing for the Verification of Qualifying Factors

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit.

B. Family Composition

Definition of Family

The applicant must qualify as a Family. HRHA considers that the following qualify as a "family".

- 1) Two or more persons (with or without children) regularly living together, related by blood, marriage, adoption, guardianship or operation of law who will live together in public housing; OR two or more persons who are not so related, but are regularly living together for at least six months with a joint lease agreement, can verify stable shared income or resources who will live together in public housing.
- 2) The term family also includes: Elderly family, near elderly family, disabled family, displaced person, and single person, the remaining member of a tenant family, a foster care arrangement, or a kinship care arrangement. Other persons, including members temporarily absent (e.g. a child temporarily placed in foster care or a student temporarily away at college), may be considered a part of the applicant family's household if they are living or will live regularly with the family.
- 3) Live-in Aides may also be considered part of the applicant family's household. However, live-in aides are not family members and have no rights of tenancy or continued occupancy.
- 4) Foster care arrangements include situations in which the family is caring for a foster adult, child or children in their home who have been placed there by a public child placement agency, or a foster adult or adults placed in the home by a public adult placement agency.
- 5) For purposes of continued occupancy: the term family also includes the remaining member of a participant family with the capacity to execute a lease.
- 6) Single persons who do not otherwise qualify as a family may apply, but will not be able to receive assistance until all single applicants who are elderly displaced or disabled have been housed.

Head of Household

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under State/local law.

Spouse of Head

Spouse means the husband or wife of the head.

The definition of spouse is: the marriage partner who, in order to dissolve the relationship, and would have to be divorced. It includes the partner in a common

law marriage. The term "spouse" does not apply to boyfriends, girlfriends, significant others, or co-heads.

Co-head

An individual in the household, who is equally responsible for the lease with the Head of Household. A household may have either a spouse or co-head, but not both. A co-head never qualifies as a dependent.

Live-In Aide

A Family may include a live-in aide provided that such live-in aide:

- 1) Is determined by HRHA to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities,
- 2) Is not obligated for the support of the person(s), and
- 3) Would not be living in the unit except to provide care for the person(s).

A live-in aide is not considered to be an assisted family member and has no rights or benefits under the program:

- 1) Income of the live-in aide will not be counted for purposes of determining eligibility or level of benefits.
- 2) Live-in aides are not subject to Non-Citizen Rule requirements.
- 3) Live-in aides are not considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being live-in aides, but they must meet all of the elements in the live-in aide definition described above.

A Live-in aide is a Single Person; therefore family members of a live-in aide may not reside in the unit.

A Live-in Aide may only reside in the unit with the approval of HRHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly, near-elderly (50-61) or disabled.

HRHA will screen the live-in aide and the live-in aide must be eligible under criminal background requirements, satisfactory rental verification (history), and must also have the necessary skills to meet the needs of the individual requesting the reasonable accommodation.

HRHA has the right to disapprove a request for a live-in aide based on the "Other Eligibility Criteria" described in this Chapter.

3-I.K. FOSTER CHILDREN AND FOSTER ADULTS

Foster adults are usually persons with disabilities, unrelated to the tenant family, who are unable to live alone [24 CFR 5.609].

The term foster child is not specifically defined by the regulations. Foster children and foster adults that are living with an applicant or assisted family are considered household members but not family members. The income of foster children/adults is not counted in family annual income, and foster children/adults do not qualify for a dependent deduction [24 CFR 5.603; HUD-50058 IB, p. 13].

A foster child is a child that is in the legal guardianship or custody of a state, county, or private adoption or foster care agency, yet is cared for by foster parents in their own homes, under some kind of short-term or long-term foster care arrangement with the custodial agency.

ABSENT FAMILY MEMBERS

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order.

Definitions of Temporarily and Permanently Absent

Generally an individual who is or is expected to be absent from the assisted unit for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted unit for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

Absent Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to HRHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

Absences Due to Placement in Foster Care [24 CFR 5.403]

Children temporarily absent from the home as a result of placement in foster care are considered members of the family.

If a child has been placed in foster care, HRHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

Absent Head, Spouse, or Co-head

An employed head, spouse, or co-head absent from the unit more than 180 consecutive days due to employment will continue to be considered a family member.

Family Members Permanently Confined for Medical Reasons [HCV GB, p. 5-22]

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted [HCV GB, p. 5-22].

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

Absences Due to Incarceration

If a family member is expected to be incarcerated for more than 180 consecutive days, the person will not be considered a family member. If the individual intends to return to the unit following incarceration, the individual is subject to the eligibility and screening requirements.

C. Mandatory Social Security Numbers [24 Cfr 5.216]

Families are required to provide verification of Social Security Numbers for all family members. This requirement also applies to persons joining the family after admission to the program.

Failure to furnish verification of social security numbers is grounds for denial of admission or termination of tenancy.

D. Citizenship/Eligible Immigration Status

Each family member is required to submit evidence of eligible status only one time during continuous occupancy.

HRHA will require an applicant to establish and verify eligibility in relation to citizenship before providing financial assistance to an individual or family. Verification of immigration status(s) will be verified through the "SAVE" Program Verification Information System at the time other eligibility factors are determined.

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD. Those six categories are:

- 1) A noncitizen who has been lawfully admitted to the U. S. for permanent residence, as defined by Section 101(a)(20) of the Immigration and Nationality Act (INA) as an immigrant, as defined by Section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 2101(a)(15), respectively (immigrants). This category includes a noncitizen who has been admitted under Section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), (special agricultural worker), and who has 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 a result of an exercise of discretion by the Attorney General under Section 249 of the INA (8 U.S.C. 1259);
- 3) A noncitizen who is lawfully present in the U. S. pursuant to an admission under Section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under Section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under Section 203(a)(7) of the INA (U.S.C. 1153(a)(7) before April 1, 1980, 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 Attorney General for emergent reasons or for reasons deemed strictly in the public interest under Section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) (parole status);
- 5) A noncitizen who is lawfully present in the U. S. as a result of the Attorney Generals' withholding deportation under Section 243(h) of the INA (8 U.S.C. 1253(h)) (threat to life or freedom); or
- 6) A noncitizen lawfully admitted for temporary or permanent residence under Section 245A of the INA (8 U.S.C. 1225a) (amnesty granted under INA 245A).

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is verified and considered individually before the family's status is defined.

Mixed Families. A family must have at least one member who is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Such applicant families will be given notice that their assistance will be pro-rated and that they may request a hearing if they contest this determination.

No eligible members. Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-citizen students defined by HUD in the noncitizen regulations are not eligible for assistance.

No individual or family applying for financial assistance may receive such financial assistance prior to the affirmative establishment and verification of eligibility of at least one individual or family member.

HRHA will not provide assistance to a family before the verification of at least one family member.

A pro-rata reduction in housing assistance will be made for all persons in the participant family who do not have either citizenship or eligible immigration status.

If, within 10 calendar days of the eligibility interview, the applicant has failed to submit the required documentation or to complete the required forms and certifications, the family will be determined to be ineligible.

When HRHA determines that an applicant family does not include any citizens, nationals, or eligible noncitizens, following the verification process, the family will be sent a written notice within 10 calendar days of the determination.

The notice will explain the reasons for the denial of assistance, and will advise the family of its right to request an appeal to the United States Citizenship and Immigration Services (USCIS), or to request an informal hearing with HRHA within 15 calendar days. The informal hearing with HRHA may be requested in lieu of the USCIS appeal, or at the conclusion of the USCIS appeal process. The notice must also inform the applicant family that assistance may not be delayed until the conclusion of the USCIS appeal process, but that it may be delayed pending the completion of the informal hearing process.

E. Other Eligibility Criteria

All applicants will be processed in accordance with HUD's regulations and sound management practices. Applicants will be required to demonstrate the ability to comply with essential provisions of the lease as summarized below.

All applicants must demonstrate through an assessment of current and past behavior the ability:

- 1) To pay rent and other charges as required by the lease in a timely manner;
- 2) To care for and avoid damaging the unit and common areas;
- 3) To use facilities, appliances and equipment in a reasonable way;
- 4) To create no health or safety hazards, and to report maintenance needs in a timely manner;
- 5) Not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- 6) Not to engage in criminal activity or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of other residents or staff and not to engage in drug-related criminal activity on or off HRHA premises;
- 7) Not to have ever been convicted of manufacturing or producing methamphetamine, also known as "speed," on the premises of assisted housing;
- 8) Not to be subject to sex offender registration requirement;
- 9) Not be subject to any applicant family member required to register as a sex offender which will result in the applicant family being disapproved;
- 10) To comply with necessary and reasonable rules and program requirements of HUD and HRHA;

- 11) To comply with local health and safety codes
- 12) To comply with the essential components of the lease; and,
- 13) To comply with site-specific criteria, at sites with criteria.

Denial of Admission for Previous Debts to This or Any Other PHA

Previous outstanding debts to HRHA or any Public Housing Authority (PHA) resulting from a previous tenancy in the public housing, Section 8, or assisted housing program must be paid in full prior to submitting a pre-application

Applicants who have paid all outstanding debts must successfully complete and receive a certificate of attendance in a budgeting class prior to submitting a pre-application.

Either spouse is responsible for the entire debt incurred as a previous HRHA tenant. Children (under age 18 or disabled) of the head or spouse who had incurred a debt to HRHA will not be held responsible for the parent's previous debt.

F. Non-Economic Eligibility Criteria

It is the policy of HRHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood or on the quality of life for its residents.

Factors not related to economics to be considered are housekeeping habits, prior history as a tenant, criminal records, and the ability of the applicant to maintain the responsibilities of tenancy.

In determining qualifications for tenancy, HRHA shall consider the following items:

- 1) Whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, or the physical, environmental, or financial stability of the development.
- 2) HRHA shall rely upon sources of information which may include, but not limited to, HRHA records, the records of other housing authorities, personal interviews with the applicant or tenant, home visits, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians, or the police department. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant or tenant is likely to interfere with other residents in such a manner as to diminish their enjoyment of the premises by adversely affecting

their health, safety, or welfare.

An authorized representative of HRHA shall document any pertinent information relative to the following:

- 1) Criminal Activity – including the activities further defined herein as of a criminal nature.
- 2) Pattern of Violent Behavior – includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to neighbors' peaceful enjoyment of their premises. HUD defines violent criminal activity as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against a person or property, and the activity was/is being engaged in by any family member.
- 3) Pattern of Drug Use – includes a determination by HRHA that the applicant has exhibited a pattern of illegal use of a controlled substance that might interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- 4) Drug Related Criminal Activity – includes a determination by HRHA that the applicant has been involved in the illegal manufacture, sale, distribution, use or possession of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).
- 5) Pattern of Alcohol Abuse – includes a determination by HRHA that the applicant's pattern of alcohol abuse might interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
- 6) Initiation of Threats – or behaving in a manner indicating intent to assault employees or other residents.
- 7) Abandonment of a Public Housing Unit or Other Assisted Housing Unit ("skipped") – any abandonment of a unit assisted by HUD without advising the administering housing authority's personnel of intent to vacate so that the unit may be properly secured and protected from any vandalism.
- 8) Non-payment of Rightful Obligations – including rent and/or utilities and other charges owed to HRHA, another housing authority or any utility company.
- 9) Intentionally Falsifying an Application for Leasing – including providing false information about family income and family composition, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.
- 10) Record of Serious Disturbances of Neighbors, Destruction of Property or Other

Disruptive or Dangerous Behavior – consists of patterns of behavior which endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility, which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.

- 11) Unsanitary Housekeeping – includes the creation of a fire hazard through acts such as hoarding rags, papers, or other materials; damages to premises and equipment caused by the family or persons under control of the family; affecting neighbors by causing infestations, foul odors, depositing garbage outside of normal trash receptacles, or neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors or a threat to health and safety.
- 12) Destruction of Property – damage to any previous rentals or property that the family has resided in.
- 13) Whether Applicant or Tenant Demonstrates that he/she is Capable of Complying with the Essential Conditions of the Lease – In the case of applicants for admission, the person's present living arrangements and a statement obtained from the applicant's health care professional or social service provider may be among factors considered in making this determination.

In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct, and to factors that might indicate a reasonable probability of favorable future conduct.

The HRHA may waive this requirement if the person demonstrates that he/she:

- 1) Has successfully completed a supervised drug or alcohol rehabilitation program approved by HRHA;
- 2) Has otherwise been rehabilitated successfully;

In no event shall a person convicted of manufacturing or producing methamphetamine (also called "speed") be determined eligible for public housing. Such individuals are permanently denied admission.

Administration

In evaluating evidence of past behavior, the HRHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or

likelihood of favorable conduct in the future which could be supported by evidence of rehabilitation.

The HRHA will ensure that any criminal record received is maintained confidentially, not misused, or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

When the HRHA takes any adverse action based on a criminal conviction record, the applicant may request, and the HRHA will provide, a copy of the criminal record and an opportunity to dispute the record at an informal hearing. (Residents may also contest such records at the court hearing in the case of evictions.)

G. Screening For Suitability [24 Cfr 960.204, 960.205]

Any mailing(s) to the applicant which require a response will state that failure to respond with 14 calendar days from the date on the letter will result in the applicant's name being withdrawn from the waiting list. The applicant will ineligible to reapply for a period of 1 year from the date of the action.

It is the policy of HRHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood or on the quality of life for its residents.

Suitability – Screening Criteria

The HRHA will deny assistance and the family will be ineligible to reapply for a period of 1 year from the date of the action to applicants who:

- 1) Do not meet any one or more of the eligibility criteria;
- 2) Fail to complete any aspect of the application or lease-up process;
- 3) 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; however, the family may remove the member from the application by documenting where the member is living or going to live by means of a lease, or utilities turned on the member's name or other appropriate documentation.

However, the HRHA may admit the household if the HRHA determines that:

- The removed household member who engaged in drug-related criminal activity has successfully completed a supervised drug rehabilitation program approved by HRHA; or
- The circumstances leading to the removal from the application no longer

exist (for example, the criminal household member has died or is incarcerated).

- 4) Currently owe rent to (i) a landlord in connection with the Section 8 program, or (ii) rent or other amounts to any housing authority in connection with the public housing;
- 5) Have committed fraud, bribery, or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived from;
- 6) Have a family or household member who was evicted or was in the process of being evicted from public housing within the last three years;
- 7) Have a family or household member who was evicted from assisted housing within six years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- 8) Have a family or household member who is illegally using a controlled substance or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The HRHA may waive this requirement if:
 - a) The person demonstrates to the HRHA's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - b) The person has successfully completed a supervised drug or alcohol rehabilitation program;
 - c) The person has otherwise been rehabilitated successfully; or
 - d) The person is participating in a supervised drug or alcohol rehabilitation program.
- 9) Have engaged in or threatened abusive or violent behavior towards any HRHA staff, program participant or resident.
- 10) Are unable to obtain utilities in the name of one or more adult family members;
- 11) Have a family or household member who has been terminated/evicted from HCV/PH Programs during the last three years;

- 12) Have ever been convicted of arson or child molestation;
- 13) The HRHA has reasonable cause to believe that a household member's involvement in gang activity in the past five years may threaten the health, safety, or right to peaceful enjoyment by other participants or tenants;
- 14) Have a family or household member who has been convicted of manufacturing or producing methamphetamine (Denied for life);
- 15) Have a family member who is subject to a lifetime registration requirement under a State sex offender registration program (Denied for life).
- 16) For a period of three years from the date of conviction whose criminal history includes any of the following:
 - a) Criminal activities involving physical violence to persons or properties;
 - b) Drug-related criminal activities;
 - c) Other criminal acts which would adversely affect the health and safety or welfare of other tenants;
 - d) Convictions for three or more misdemeanor offenses.
 - e) Conviction(s) of 1 felony offense within 3 years of eligibility determination.

An applicant's intentional misrepresentation of information related to eligibility, preference for admission, housing history, allowances, family composition or rent will result in rejection misrepresentations.

Applicants who have withdrawn from the Authority's waiting list, or have turned down one or more offers of housing during the past year will be determined ineligible for admission to the PH programs and will be ineligible to reapply for a period on 1 year from withdrawal or rejection of housing.

A previous HCV participant or public housing tenant is ineligible to reapply for the HCV/PH program for a period of one year after move-out date if the applicant was terminated/evicted, or proposed for termination/eviction.

A person who is incarcerated is ineligible for a period of one year after release from probation/parole.

RE-APPLY DATES ARE TO BE DETERMINED FROM THE DATE OF LAST

CONVICTION.

- a. Intent to Distribute Drugs or Other Controlled Substance - Includes evidence of conviction for trafficking or intent to distribute drugs or other controlled substance of any type other than alcohol.

Re-Apply:		Disapproval:
10 Yrs.		One (1) conviction within ten years from the date of application review.
Permanent		Two (2) convictions

- b. Manufacturing or Producing Methamphetamine - On or off the premises of assisted housing. Permanent disapproval.
- c. Possession of Drugs - Includes evidence of conviction for possession of drugs or other controlled substance other than alcohol. Favorable consideration shall be given after eighteen (18) months upon a professional agency verifying in writing that such applicant has been rehabilitated.

Re-Apply:		Disapproval:
3 Yrs.		One (1) conviction within three years from the date of application review.
5 Yrs.		Two (2) or more convictions within five years from the date of application review.
10 Yrs.		Four (4) or more convictions within ten years from date of application review.

- d. Illegal Sale of Alcohol, Possession, Drunk, and/or DUI's - Includes evidence of alcohol abuse of which can constitute a danger of disrupting the peaceful occupancy of other tenants.

Re-Apply:		Disapproval:
1 Year		One conviction within the past year of application review.
2 Yrs.		A combination of or two (2) of the above convictions within the past two years from the date of appli-

		cation review.
Permanent		Three (3) DUI's or any combination of the above convictions within seven (7) years from date of application review.

- e. Brandishing and/or Discharging a Firearm - Concealed Weapon - Such convictions include evidence of conduct which constitute a danger of disrupting the peaceful community of other tenants and endangering their welfare.

Re-Apply:		Disapproval:
5 Yrs.		One (1) conviction within the past five years from the date of application review.
10 Yrs.		Two (2) convictions within the past ten years from the date of application review.

- f. Assault, Battery and/or Bomb Threats; Damaging Property; Soliciting; Indecent Exposure; Urinating in Public; Immoral Conduct of Any Type - Includes evidence of acts of violence or of any other conduct which constitute a danger of disrupting the peaceful occupancy of the community.

Re-Apply:		Disapproval:
3 to 10 Yrs.		Can include one (1) to ten (10) convictions from the date of application review. Number of convictions will also be the basis for determining the time period (from the date of last conviction) for reapplying with minimum disapproval being three (3) Years.

- g. Disorderly Conduct - Includes evidence of acts of violence or of any other conduct, which constitutes a danger of disrupting the peaceful occupancy of the community.

Re-Apply:		Disapproval:
3 to 5 Yrs.		Three (3) convictions within the past three years from the date of application review. Such disapproval will be based upon individual circumstances relating to each conviction and will also be the basis for determining the time period (three or five years from last conviction) for re-applying.

h. Fraud - includes all convictions for fraud regardless of the circumstances.

Re-Apply:		Disapproval:
3 Yrs.		One (1) conviction within the past three (3) years. Eligibility to re-apply for housing also includes restitution.

i. Crimes of Violent Behavior, Rape, Incest, Child Molestation or Sexual Deviation - Includes crimes of violence which would constitute a danger to the community including indecent exposure, sodomy, carnal abuse, impairing the morals of a minor or similar crimes indicting sexual deviation.

Re-Apply:		Disapproval:
10 Yrs.		One (1) conviction within the past ten years from the date of application review.
Permanent		Two convictions will constitute permanent disapproval.

j. Forging - Concealment and Uttering; Altering Prices; Shoplifting; Breaking and Entering; Includes convictions for one or a combination of the above crimes.

Re-Apply:		Disapproval:
3 or 5 Yrs.		Four (4) or more convictions within the past three years from the date of application review.

k. Other Felonies - Includes convictions for all other types of felonies.

Re-Apply:		Disapproval:
3 Yrs.		One conviction within the past three years from the date of application review.
5 Yrs.		Two (2) convictions within the past five years from the date of application review.
10 Yrs.		Three (3) convictions within the past ten years from the date of application review.
Permanent		Four (4) or more felony convictions constitutes permanent disapproval.

I. Four (4) or more convictions constitutes a history of criminal activity. Such convictions will be the basis for determining the time period upon when the applicant will be eligible to re-apply for admission. Such determination will be made according to individual circumstances surrounding the crimes, the severity of the crimes and the number of repeated convictions. Such time period can range from a period of five, seven, ten, or fifteen years from the date of the applicant's last conviction. The following time periods have been established as a guide to assist in making such determination. However, **IN NO CASE IS THE TIME PERIOD FOR REPEATED CONVICTIONS TO BE LESS THAN THE TIME PERIOD UNDER THE INDIVIDUAL CONVICTION CATEGORY.**

Re-Apply:		Number of Convictions
5 Yrs.		Four (4) to Eight (8) within the past 5 years from the date of application review

7 Yrs.		Nine (9) to Eleven (11) within the past 7 years from the date of application review
10 Yrs.		Twelve (12) to Fourteen (14) within the past 10 years from the date of application review
15 Yrs.		Fifteen (15) or more within the past 15 years from the date of the application review

m. Juvenile Felonies

Re-Apply:		Number of Convictions
5 Yrs.		Three (3) or more felonies within the past two (2) years from date of application review.

Prior to making a determination of ineligibility due to criminal history, HRHA will provide the family member and the applicant an opportunity to dispute the information.

If a family is removed from the waiting list because HRHA has determined the family is not eligible for assistance, a notice will be sent to the family's address of record. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review regarding HRHA'S decision [24 CFR 982.201(f)].

Screening Applicants Who Claim Mitigating Circumstances

If negative information is received about an applicant, HRHA shall consider the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. To be considered mitigating circumstance must be verifiable.

- 1) Mitigating circumstances are facts relating to the applicant's negative rental history or behavior, that when verified, indicate:
 - a) The reason for the unsuitable rental history and/or behavior.

- b) The reason for the unsuitable rental history and behavior is no longer in effect or is under control and applicant's prospect for lease compliance is an acceptable one, justifying admission.
- c) Mitigating circumstances would overcome or outweigh information already gathered in the screening process.

2) Mitigating Circumstances

- a) HRHA will require any applicant who asserts that mitigating circumstances related to a change in disability, medical condition or treatment to provide verification that he or she has applied for SSI, VA or SSA or appealed a denial of such benefits.
- b) HRHA shall also have the right to request further information to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.

CHAPTER 6

TENANT SELECTION and ASSIGNMENT PLAN (Includes Preferences and Managing the Waiting List) [24 CFR 960.204]

INTRODUCTION

It is HRHA's policy that each applicant shall be assigned an appropriate place on a jurisdiction-wide Waiting List unless the applicant has applied for a development subject to a site-based Waiting List. Applicants will be listed in sequence based upon size and type of unit required, preference, date and time the application is received, and for site-based, the site in which they wish to reside for applicable designated developments. In filling actual or expected vacancies, HRHA will offer the dwelling unit to an applicant in the appropriate sequence, with the goal of filling units timely, and accomplishing deconcentration of poverty and income-mixing objectives. HRHA will offer the unit in the proper applicant sequence until it is accepted. This chapter describes HRHA's policies with regard to the number of unit offers that will be made to applicants selected from the Waiting List.

A. HRHA's Objectives

HRHA policies will be followed consistently and will affirmatively further HUD's fair housing goals.

It is HRHA's objective to ensure that families are placed in the proper order on the waiting list so that the offer of a unit is not delayed to any family unnecessarily or made to any family prematurely. This chapter explains the policies for the management of the waiting list.

When appropriate units are available, families will be selected from the waiting list in their preference-determined and date and time sequence.

By maintaining an accurate waiting list, HRHA will be able to perform the activities that ensure that an adequate pool of qualified applicants will be available to fill unit vacancies in a timely manner. Based on the HRHA's turnover and the availability of appropriate sized units, groups of families will be selected from the waiting list to form a final eligibility "pool." Selection from the pool will be based on completion of verification.

B. Management Of The Waiting List

HRHA will administer its waiting list as required by 24 CFR Part 5, Subparts E and F, Part 945 and 960.201 through 960.215. The waiting list will be maintained in

accordance with the following guidelines:

- 1) The application will be a permanent part of the file.
- 2) All applicants in the pool will be maintained in order of preference and in order of date and time of application receipt.
- 3) Applications equal in preference will be maintained by date and time sequence.
- 4) Applicants may qualify for more than one preference.
- 5) All applicants must meet applicable income and other eligibility requirements as established by HUD and HRHA.

The waiting list shall be reviewed and an electronic copy stored at the end of every month and at the end of the fiscal year will be maintained on a rolling base of 3 years.

Opening and Closing the Waiting Lists

HRHA, at its discretion, may restrict application intake, suspend application intake, and close waiting lists in whole or in part.

The decision to close the waiting list will be based on the number of applications available for a particular size and type of unit, and the ability of HRHA to house an applicant in an appropriate unit within a reasonable period of time.

HRHA may open the waiting list to preference-eligible only families, special populations only, or, if HRHA has site based waiting lists, it may open waiting lists for specific sites.

When HRHA opens the waiting list, HRHA will advertise through public notice in the following newspapers, minority publications and media entities. Location(s) and program(s) for which applications are being accepted in the local paper of record, "minority" newspapers, and other media including:

- The Hopewell Newspaper
- The Progress Index
- Free Press
- HRHA Website
- Other Media

To reach persons with disabilities or special populations, HRHA will provide notice to local organizations representing the interests and needs of the disabled/special populations

The notice at a minimum will contain:

- The dates, times, and the locations where families may apply.
- The programs for which applications will be taken.
- A brief description of the program.
- Limitations, if any, on who may apply.

The notices will be made in an accessible format if requested. They will provide potential applicants with information that includes the HRHA address and telephone number, how to submit an application, and information on eligibility requirements.

When Application Taking is Suspended

HRHA may suspend the acceptance of applications if there are enough applicants to fill anticipated openings for the next twelve (12) months.

The waiting list may not be closed if it would have a discriminatory effect inconsistent with applicable civil rights laws.

Suspension of application taking is announced in the same way as opening the waiting list.

The open period shall be long enough to achieve a waiting list adequate to cover projected turnover over the next twelve (12) months. HRHA will give at least five (5) days' notice prior to closing the list.

HRHA will purge the waiting list as needed contacting applicants to determine their continued interest in the program. Those applicants who indicate they are no longer interested or fail to respond to a purge letter will have their names removed from the waiting list. At the time of initial application, HRHA will advise families of their responsibility and requirement to notify HRHA in writing when mailing address or telephone numbers change.

Reopening the List

If the waiting list is closed and HRHA decides to open the waiting list, HRHA will publicly announce the opening. Any reopening of the list is done in accordance with the HUD requirements.

Limits on Who May Apply

When the waiting list is open, any family asking to be placed on the waiting list for Public Housing rental assistance will be given the opportunity to complete an

application, even if applications are only being accepted from specific groups and the family may not qualify.

When the application is submitted to HRHA in the manner required by HRHA, it establishes the family's date and time of application for placement order on the waiting list. All applications received in person on the same day will be date and time stamped at the time of receipt. If applications are accepted by mail, they will be randomly opened and stamped with the date and time opened. If applications are accepted by telephone or electronically, the date and time that the application was completed and submitted will be recorded. Duplicate applications will not be accepted. If another application is submitted by the same family, the original date and time will be used.

Multiple Families in Same Household

When families apply that consist of two families living together, (such as a mother and father, and a daughter with her own husband or children), if they apply as a family unit, they will be treated as a family unit.

C. Waiting List Preferences

A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the Waiting List. Every applicant must meet HRHA's Selection Criteria as defined in this policy and the site selection criteria that may be specific to a property.

Preferences

The Hopewell Redevelopment & Housing Authority (HRHA) will select families based on the following preferences within each bedroom size category**: 24 CFR 960.206 (a)(1)

- A. Displaced: Individuals or families displaced by government action or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
- B. Families with children under the age of 18 or elderly or disabled families who are residents (have a legal domicile) in the HRHA jurisdiction 24 CFR 982.207 (b)(1);
- C. Adult families (2 or more household members) with no children under 18 years of age who are residents (have a legal domicile) in the HRHA jurisdiction;
- D. Elderly or disabled families who are not residents (do not have a legal domicile) in the HRHA jurisdiction 24 CFR 982.207(b)(1);

- E. Families with children under the age of 18 who are not residents (do not have a legal domicile) in the HRHA jurisdiction 24 CFR 982.207(b)(1)
- F. Adult families (2 or more household members) with no children under 18 years of age who are not residents (do not have a legal domicile) in the HRHA jurisdiction;
- G. Preference will be given to working families where the head, spouse, or sole member is employed.
- H. Preference will be given to service personnel, veterans, and their families.
- I. Preference will be given to homeless persons. (See special programs on Page 26)

The date and time of application will be noted and utilized to determine the sequence within the above-prescribed preferences.

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 outlines 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, must accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice. 24 CFR 960.206 (c)

If an applicant has been evicted from housing assisted under the U.S. Housing Act because of drug-related criminal activity (drug or any controlled substance use or distribution) by any member of the applicant family, the applicant may not be given any tenant selection preference for three to five years from the date of that eviction.

D. Preference Defined

At this time, the preferences recognized by HRHA are that of an aggregate ranking preference. The preference will be verified prior to admission. A preference does not guarantee admission to the program. Preferences are used to establish the order of placement on the Waiting List. Every applicant must meet HRHA's Selection Criteria as defined in this policy and the site selection criteria that may be specific to a property.

Deconcentration and Income-Mixing Goals

HRHA's deconcentration and income-mixing goal, in conjunction with the requirement to target at least 40 percent of new admissions to public housing in each fiscal year to "extremely low-income families", will be to admit higher income families to lower income developments, and lower income families to higher income

developments. In the event that the target goal is not being met, HRHA may skip families with higher preference or earlier date/time in order to reach a family of the extremely low income level.

HRHA shall have the discretion, at least annually, to exercise the “fungibility” provision of the QHWRA by admitting less than 40 percent of “extremely low income families” to public housing in a fiscal year to the extent that HRHA has provided more than 75 percent of newly available housing to “extremely low income families.”

This income targeting requirement does not apply to a low-income family that is “continuously assisted” under the 1937 Act, or to a low-income or moderate income family that is displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on project-based eligible low-income housing.

HRHA selects applicants for Public Housing based on the following preferences:

1. Involuntary displaced or about to be involuntary displaced by government action, fire, natural disaster, domestic violence, to avoid reprisals, hate crimes, or due to the inaccessibility of unit.
2. Involuntary displaced and is not living in standard, permanent replacement housing.
3. Families who are paying more than 50% of their income for rent and living in substandard housing as defined by City Code Enforcement office.
4. Families who are paying more than 50% of their income for rent or living in substandard housing as defined by the City Code Enforcement Office.
5. Working individuals who are paying more than 50% of their income for rent and living in substandard housing as defined by the City Code Enforcement Office.
6. Working individuals who are paying more than 50% of their income for rent or living in substandard housing as defined by the City Code Enforcement Office.
7. Working families who are paying more than 50% of their income for rent and living in substandard housing as defined by City Code Enforcement office.
8. Working families who are paying more than 50% of their income for rent or living in substandard housing as defined by City Code Enforcement office.
9. Residents of City of Hopewell MSA (which includes applicants who are verified to live, work or have a written job offer in Hopewell) who are not currently or within the previous six months receiving any form of housing assistance (Federal or state).
- 10) Involuntary displaced or about to be involuntary displaced due to a shortfall in the Housing Choice Voucher Program.

11) Involuntary displaced due to a real estate acquisition by HRHA.

12) None of the above.

Within each preference category, applicants will be selected in order of the date and time of their application.

Single applicants who are elderly or disabled single persons will be assisted before other single persons.

HRHA shall not give preference and shall permanently deny admission applicants evicted from public housing and other federally assisted housing programs for the manufacturing or producing methamphetamine ("speed").

HRHA will not give a preference to persons under the supervision of the Department of Pardon and Parole. Such persons will not be eligible until 12 months after released from pardon and/or parole.

In addition to the current eligibility screening procedures, the following guidelines will also be included, when determining if an applicant qualifies for the Involuntarily displace preference.

E. Denial Of Preference

HRHA shall not give preference and shall permanently deny admission to public housing units and other federally assisted housing programs, individuals convicted of manufacturing or producing methamphetamine ("speed") as required by the Quality Housing and Work Responsibilities Act of 1998.

Furthermore, if HRHA denied a preference, HRHA will notify the applicant in writing of the reasons why the preference was denied and offer the applicant an opportunity for an informal review. The applicant will have ten (10) calendar days to request the meeting in writing. If the preference denial is upheld as a result of the meeting, or the applicant does not request a meeting, the applicant will be removed from the Waiting List.

If an applicant falsifies documents or makes false statements in order to qualify for a preference, they will be denied housing and withdrawn from the Waiting List with notification to the family.

F. Mixed Population Units

A mixed population development is a public housing development, or portion of a development that was reserved for elderly families and disabled families at its inception (and has retained that character)), or that was subsequently approved by HUD to be designated as such. In accordance with local preferences, elderly families whose head, co-head or spouse or sole member is at least 62 years of age, and disabled families whose head, co-head or spouse or sole member is a person with disabilities, will receive equal preference to such units.

No limit will be established on the number of elderly or disabled families that may occupy a mixed population property.

G. General Occupancy Units

General occupancy units are designed to house all populations of eligible families. In accordance with HRHA's occupancy standards, eligible family's not needing units designed with special features or units designed for special populations will be admitted to HRHA's general occupancy units.

H. Offer Of Placement On The Section 8 Waiting List

HRHA does not maintain a merged Waiting List for the public housing and Section 8 program.

- I. HRHA has a limited number of units designed for persons with mobility, sight and hearing impairments, referred to as accessible units.

No non-mobility impaired families will be offered these units until all eligible mobility-impaired applicants have been considered.

When offering an accessible/adaptable unit to a non-disabled applicant, HRHA will require the applicant/tenant to agree to move to an available non-accessible unit within thirty- (30) days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant/tenant. This requirement will be a provision of the lease agreement.

J. Removal From Waiting List And Purging

Depending on the movement of the waiting list, The Tenant Selection Office will conduct a review annually to determine if the wait list will be purged. The Tenant Selection Supervisor will certify he/she results. The mailing will ask for current information and confirmation of continued interest.

If an applicant fails to respond to the request by the deadline indicated in the update letter request for confirmation and continued interest, s/he will be removed from the waiting list.

To update the waiting list, HRHA will send an update request via first class mail to each family on the waiting list to determine the family continued interest and to ensure that the waiting list information is current and accurate. The mailing will ask for written confirmation of continued interest by returning the attached update form by a deadline date. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list.

All updates received prior to the deadline date will be randomly opened and

stamped with the date of receipt.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice and the envelope and letter will be maintained in the applicant's file.

If the notice is returned by the post office with a forwarding address, the applicant will be removed from the waiting list without further notice and the envelope and letter will be maintained in the applicant's file.

If a family is removed from the waiting list for failure to respond and or mail return, the applicant will be ineligible to reapply for a period of 1 year from the date the mail was returned or the waiting list reopens.

In addition, disabled families may request a reasonable accommodation, if they are unable to respond due to their disabilities.

If an applicant is removed from the waiting list for failure to respond, they will not be entitled to reinstatement unless a person with a disability requests a reasonable accommodation for being unable to reply with the prescribed period and verification of such is received by HRHA.

Notices will be made available in accessible format upon the request of a person with a disability. An extension to reply to the purge notification will be considered as an accommodation if requested by a person with a disability.

K. Plan For Unit Offers, Conditions Governing Assignment Of Units, Assignment Of Units:

Applicants are assigned their appropriate place on the approved waiting list (sub-list) according to Local Preferences within the priority.

All community wide housing offers will be made from the approved waiting list of appropriate size and /or suitable type and shall be made in accordance with the following:

1. If there is a suitable (right size and type) unit available at more than one location, the applicant is offered a unit at the location with the oldest vacancies. If the applicant refuses the first offer, the applicant will be offered a second choice if the applicant refuses the second offer they will be withdrawn from the wait list and ineligible to reapply for a period of 1 year from the date of the second refusal.
2. If there is only one location at which suitable units are available (e.g. only one development has units that are large enough), the applicant is offered a unit at that location. If the applicant refuses the offer, the applicant will be offered a second unit at the location with the second greatest number of vacancies, if the applicant refuses the second offer they will be withdrawn from the wait list and

ineligible to reapply for a period of 1 year from the date of the second refusal.

Once the unit is shown and the applicant the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. This form will then be returned along with the applicant's folder to the Tenant Selection Office.

The HRHA plan for selection of applicants and assignment of dwelling units to assure equal opportunity and non-discrimination on grounds of race, color, sex, religion, or national origin is:

HRHA shall select, assign and offer the first qualified applicant in sequence on the waiting list will be made two offers of a unit of the appropriate size.

HRHA will maintain a record of units offered, including location, date and circumstances of each offer, each acceptance or rejection, including the reason for the rejection.

L. Changes Prior To Unit Offer

Changes that occur during the period between certification of eligibility and an offer of a suitable unit may affect the family's eligibility or Total Tenant Payment and must be re-verified prior to making the offer. The family will be notified in writing of changes in their eligibility or level of benefits and offered their right to an informal review when applicable (See Chapter on Complaints, Grievances, and Appeals)

M. Applicant Status After Final Unit Offer

When an applicant rejects the final unit offer for other than good because HRHA will:

Withdraw the applicant from the waiting list and the applicant will be ineligible to reapply for a period of one year from the date of refusal.

N. Time-Limit For Acceptance Of Unit

Applicant must accept a unit offer within 24 hours of the date the offer is made.

Applicants Unable to Take Occupancy

If an applicant rejects a unit offer or is willing to accept the unit offered, but is unable to take occupancy at the time of the offer for "good cause," the applicant will not be repositioned on the waiting list.

Good Cause

Examples of "good cause" reasons for the refusal to take occupancy of a housing

unit include, but are not limited to:

An elderly or disabled family makes the decision not to occupy or accept occupancy in designated housing. [24 CFR 945.303(d)].

Inaccessibility to source of employment or children's day care such that an adult household member must quit a job, drop out of an educational institution or a job training program;

The family demonstrates to HRHA's satisfaction that accepting the offer will result in a situation where a family member's life, health or safety will be placed in jeopardy. The family must offer specific and compelling documentation such as restraining orders, other court orders, or risk assessments related to witness protection from a law enforcement agency. The reasons offered must be specific to the family. Refusals due to the location of the unit alone are not considered to be good cause.

A qualified, knowledgeable, health professional verifies the temporary hospitalization or recovery from illness of the principal household member, other household members, or a live-in aide necessary to care for the principal household member.

The unit does not meet the verified accessibility needs of the applicant.

Applicants With a Change in Family Size or Status

Changes in family composition, status, or income between the time of the interview and the offer of a unit will be processed. HRHA shall not lease a unit to a family whose occupancy will overcrowd or underutilize the unit.

When a family is on the WL breaks up, both the head and the co-head are permitted to have separate applications. Each application shall retain the original date/time. Adult children are not permitted to break off into a separate household.

When a family is on the WL and the head of household is deceased, an adult member who has court ordered final custody of the children listed on the application shall be allowed to retain the original application position.

The family will take the appropriate place on the waiting list according to the date they first applied

Chapter 7

OCCUPANCY GUIDELINES

INTRODUCTION

The Occupancy Guidelines are established by HRHA to ensure that units are occupied by families of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or under utilization. This Chapter explains the Occupancy Guidelines used to determine minimum and maximum unit sizes for various sized families when they are selected from the waiting list, or when a family's size changes, or when a family requests an exception to the occupancy guidelines.

A. Determining Unit Size:

Applicants will be approved for admission as well as continued occupancy based upon the standard of two persons per bedroom with the exceptions listed below:

Number of Bedrooms	Number of Persons (Minimum/Maximum)
0	1
1	1 to 2
2	2 to 4
3	3 to 6
4	4 to 8
5	5 to 10

- Two Children of the same sex share a bedroom.
- Husband and wife share the same bedroom
- Foster children are included in determining unit size
- Two children of the opposite sex shall be required to share the same bedroom until 1 (one) reaches the age of 10 (ten) years.
- A single head of household parent shall not be required to share a bedroom with his/her child until the child reaches the age of 3 years old.

B. Exceptions To Occupancy Standards

1. Adults of the opposite sex (other than spouses) are not required to share a bedroom.
2. Live-in aides will be provided a separate bedroom.
3. Member temporarily absent may be considered a part of the family group if they are living or will live regularly with the family. Temporarily absent reason must be documented and are subject to HRHA approval.
4. For families with one or more children, an additional unborn child will not be counted as a person in determining unit size. A pregnant woman must provide a proof of pregnancy letter on letterhead stationery from her attending physician.
5. HRHA will grant an exception upon request as a reasonable accommodation for persons with disabilities if the need is appropriately verified

Exceptions to Occupancy Standards

HRHA will consider granting exceptions to the Occupancy Standards at the family's request if HRHA determines the exception is justified by the relationship, age, sex, health or disability of family members, or other personal circumstances.

For example, an exception may be granted if a larger bedroom size is needed for medical equipment due to its size and/or function, or as a Reasonable Accommodation for a person with disabilities. An exception may also be granted for a smaller bedroom size in cases where the number of household members exceeds the maximum number of persons allowed for the apartment size in which the family resides (according to the Occupancy Standards Chart) and the family does not want to transfer to a larger size apartment.

When evaluating exception requests, HRHA will consider the size and configuration of the apartment. Under no circumstances will HRHA grant an exception that is in violation of local housing or occupancy codes, regulations or laws.

Requests from applicants to be placed on the Waiting List for an apartment size smaller than designated by the occupancy standards will be approved as long as the apartment is not overcrowded according to local code, and the family agrees in writing to occupy the apartment until there was a change in family size or composition.

To prevent vacancies, HRHA may provide an applicant family with a larger apartment than the occupancy standards permit. However, in these cases, the family must agree to move to a suitable, smaller apartment when another family qualifies for the larger apartment and there is an appropriate sized apartment available to which the family can transfer.

Processing Exceptions

All requests for exceptions to HRHA Occupancy Standards must be submitted in writing.

In the case of a request for exception as a Reasonable Accommodation, the request must be made in writing using the Request for Reasonable Accommodation form. However, HRHA will consider the exception request in an alternate format, upon request, as a Reasonable Accommodation.

Requests for a larger size apartment must explain the need or justification for the larger size apartment, and must include appropriate documentation. Requests based on health-related reasons must be verified by a knowledgeable professional source according to HRHA's applicable verification policies.

C. Accessible Units

HRHA has a limited number of units designated for persons with mobility impairments. These units meet the needs of persons requiring the use of wheelchairs and persons requiring other modifications.

Preference for occupancy of these units will be given to families with disabled family members who require the modifications or facilities provided in the units.

No non-mobility-impaired families will be offered these units until all eligible mobility-impaired residents and then applicants have been considered.

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants/residents must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for the accessible unit and is determined eligible.

D. Family Moves

When a change in the circumstances of a tenant family requires another unit size, the family's move depends upon the availability of a suitable size and type of unit. If the unit is not available at the time it is requested, the family will be placed on the Transfer List (See Chapter Transfer Policy).

CHAPTER 8

LEASING

INTRODUCTION

Public housing leases are the basis of the legal relationship between HRHA and the resident. An eligible family may occupy a Public Housing dwelling apartment under the terms of a lease. The lease must meet all regulatory requirements, and must also comply with applicable state and local laws and codes.

A. General Leasing Policies

1. Apartments will be leased without regard to race, religion, sex, age, national origin, disability and family status. **[24 CFR § 1.4 (b)(i)]**
2. All Public Housing units must be occupied by families whose sole residence is the Public Housing apartment. **[24 CFR § 966.4(3)]**
3. All units must be occupied pursuant to a signed HRHA lease that complies with HUD's regulations. **[24 CFR § 966.4 (d)]**
4. HRHA will not offer nor move a family into an apartment that does not meet basic standards of habitability, including HUD occupancy standards. **[24 CFR § 966.4(c)]**
5. The manager shall provide an explanation of the lease provisions either prior to move-in or at the time of move-in.
6. Residents are not permitted to allow roomers or boarders to occupy their apartment. Violation of this provision is grounds for lease termination;
7. Residents are not permitted to allow a former resident of HRHA who has been evicted to occupy their apartment. Violation of this provision is grounds for lease termination.
8. Residents are prohibited from installing their own locks on HRHA apartment doors.
9. Premises must be used as the only private residence of the family. HRHA may, by prior written approval, consent to Tenant's use of the unit for legal profit-making activities subject to the HRHA's policy on such activities.

B. Lease Execution

The lease must be executed by the resident and HRHA. **[24 CFR 966.4(a)(3)]**

The lease shall be signed by the head, spouse, and all other adult members of the family and by the CEO or other authorized representative of HRHA, prior to actual

admission. **[24 CFR § 966.4 (a)(3)]**

At the time of leasing the new resident will receive a copy of HRHA Dwelling Lease, Pet Policy, Mold Addendum, Satellite Addendum, Bed Bug Addendum and Rules and Regulations.

If a resident transfers from one HRHA apartment to another, a new lease will be executed for the dwelling into which the family moves. **[24 CFR § 966.4 (a)(ii)]**

The lease must state the composition of the household as approved by HRHA (family members and any HRHA-approved live-in aide). **[24 CFR 966.4(a)(1)(v)]**

Files for households that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to HRHA assistance. The live-in aide is only approved to live in the apartment while serving as the attendant for the participant family member.

C. Lease Renewal

Annually, HRHA will prepare a "Lease Amendment Letter" which includes the new rent. Unless otherwise modified or terminated, the Lease shall automatically be renewed for successive terms of one year.

Implementation of a new rent amount does not waive HRHA's ability to:

- Collect all amounts due under any prior lease and/or
- Enforce any pending eviction or lease termination actions

D. Modifications to the Lease

HRHA will give residents 30 days advance notice of the proposed changes to the lease and an opportunity to comment on the changes. **[24 CFR 966.3].**

After proposed changes have been incorporated into the lease and approved by the Board, each family will be notified at least 30 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy. **[24 CFR 966.4(l)(2)(iii)(E)]**

E. Other Lease Modifications

1. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either: **[24 CFR § 966.4(c)]**

- a) A new lease agreement will be executed, or
- b) A "Lease Amendment Letter" will be executed, or
- c) An appropriate rider will be prepared and made a part of the existing lease. All copies of such riders or insertions are to be dated and signed by the Resident and by the CEO or other authorized representative of HRHA. **[24 CFR § 966.4 (a)(3)]**

- 2. The lease will be amended to reflect all changes in family composition,
- 3. If, for any reason, any member of the household ceases to reside in the apartment, the lease will be amended by drawing a line through the person's name. The head of household and HRHA will be required to initial and date the change.
- 4. Changes in family composition, income or family status between the eligibility interview and leasing will be processed by the Tenant Selection Office.
- 5. Changes after leasing will be processed by the Housing Manager or his/her designee.
- 6. If a new household member is approved by HRHA to reside in the apartment, the person's name and birth date will be added to the lease. The head of household and HRHA will be required to initial and date the change. If the new member of the household is an adult, s/he will also be required to sign and date the lease and new lease rider.

F. Security Deposits

- 1. The resident shall pay a security deposit at the time of leasing. The security deposit is \$ 200.00 **[24 CFR 966.4 (b)(4)]**
- 2. Existing Tenants Security Deposit will not change.
- 3. Security deposits will be held in interest bearing accounts. If the leaseholder has been a tenant of record for 13 months or longer, the security deposit will begin to accrue interest and will be refundable at the time the resident vacates the unit providing there is no tenant-related damage.
- 4. HRHA will use the Security Deposit at the termination of the Lease for the following:
 - a) To pay the cost of any rent or any other charges owed by resident at the termination of this lease.
 - b) To reimburse the cost of repairing any intentional or negligent damages to the dwelling apartment caused by Resident, household members or guests.
- 5. HRHA will not use the Security Deposit to pay rent or other charges while the resident occupies the dwelling apartment.

6. HRHA will not refund the Security Deposit until the resident has vacated and HRHA has inspected the dwelling apartment.
7. HRHA will return the security deposit (if due to the resident), with accrued interest, within 45 days after the resident moves out.
8. HRHA will refund the Security Deposit to the resident when he/she vacates, less any deductions for any applicable costs.
9. If any deductions are made, HRHA will furnish the resident with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

G. Absence from the Apartment

Households must advise HRHA if they will be absent from the apartment for more than 30 consecutive days. Residents shall notify the manager, secure the apartment and provide a means for HRHA to contact the resident in an emergency. Failure to advise HRHA of an extended absence is grounds for termination of the lease. See ACOP chapter 19 on Lease Terminations for policies related to termination and absence from the apartment.

H. Remaining Members Of The Resident Family

Any remaining family member must submit a written request to HRHA to become the head of household. The remaining family member must complete HRHA's screening process to determine eligibility for assistance.

1. The remaining family member(s) report the death or departure of the head within ten days of the occurrence.
2. A special reexamination shall be conducted when there is a change in the head of household that requires a remaining family member to take on the responsibilities of a leaseholder.
3. HRHA may require that the remaining family members live in strict compliance with the lease and that the family be placed on probation for a period of six months.
4. Remaining family members may reside in the apartment so long as:
 - a) There is still at least one member who was listed on the lease for the apartment.
 - b) HRHA may permit an adult not on the lease, to be a new head of household after the death or departure of the original head of household. This would usually occur when the only family members remaining in the apartment are children, who otherwise would have to leave the apartment. HRHA will

complete, and the HOH must pass, eligibility screening on the new head of household.

- c) There is at least one person who can pass screening and is either an adult or an emancipated minor capable of executing a lease;
- d) The new head signs a new lease;
- e) Remaining spouse or co-head will be held responsible for arrearages incurred by the former head or spouse. HRHA may establish a payment plan with the new head of household, especially where there could be an eviction due to delinquent amounts incurred by the former head.
- f) HRHA will not hold remaining family members (other than the co-head or spouse) responsible for any portion of the arrearage incurred before the remaining member attained age 18
- g) HRHA will not hold remaining family members under age 18 for rent arrearages incurred by the former head of household.

I. Effective Date of Rent Adjustments

Residents will be notified in writing of any rent adjustment including the effective date of the adjustment.

- 1. Rent decreases go into effect the first of the month following the report of a change.
- 2. Income decreases reported or verified after the resident accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.
- 3. Rent increases (except those due to misrepresentation) require 30 days notice and generally will be effective on the first of the month following the 30 day notice to the family.

J. Maintenance and Damage Charges

- 1. HRHA will require residents to reimburse HRHA for the cost of repairing any miscellaneous abuse and neglect to the dwelling apartment caused by residents, household members or guests for any repairs required.
- 2. For transfers due to emergency conditions that occur due to resident abuse or neglect, residents will be charged for the damages caused to the apartment. **[24 CFR § 966.4(h)]**
- 3. Non payment of maintenance and damage charges is a violation of the dwelling lease and is grounds for eviction.
- 4. When applicable, families will be charged for maintenance and/or damages according

to HRHA's current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

5. Notices of maintenance charges, damage(s) and other charges will be mailed monthly on the rent statement. Payment(s) are due on the first of the month following the notice of the charge, provided that the resident has had at least two weeks notice.
6. Trash collection/Cleaning Charge – If Resident fails to dispose of recyclable materials, ashes, garbage, trash, debris, rubbish or any other waste from the Resident's premises or yard (if applicable), Resident shall be subject to charge for each occurrence. This also includes failure to place trash cans in the appropriate location. Repeated violation is a serious lease violation and this lease may be terminated.

K. Verification of Utility Payments

When a resident makes an application for utility services in his/her own name, HRHA will require that the resident sign a third party release form so that HRHA will be notified if the resident fails to remain current on his/her utility bill.

L. Storage of Items in Yards and on Porch

HRHA prohibits residents from storing any items in yards or on balconies, with the following exception:

- Residents may place 1 table and two chairs on the porch.

"Storing items" means that the item is not removed by midnight on the same date it is placed in the yard or on the balcony. For example, if a resident keeps a playpen in the yard during the day, the playpen must be removed from the yard by midnight.

Only furniture intended for outdoor use may be in yards or on the balcony. Furniture intended for indoor use is not permitted in yards, on porches or on the balcony.

Holiday lights and decorations are permitted from Thanksgiving through the first week of January, provided they are UL-listed. Decorations and lights must not cause any obstruction to walkways, roadways or hallways and/or any damage to HRHA property. If installation of decorations is deemed to have damaged HRHA property, HRHA management will notify the resident in writing and a charge will be assessed to tenant's account.

M. Pest Control Activities

HRHA will require that residents comply with pest control activities undertaken by the housing authority. Residents will be required to provide access to the unit when pest control treatments are scheduled. HRHA will enter any unit where pest control activities are scheduled and/or needed. Residents are required to complete all pre-treatment activities in their apartments prior to the pest control treatment, such as placing items in plastic bags and storing food items. Failure to allow access for pest control and/or failure to prepare the unit for pest control activities will result in lease termination. Pest Control activities must be completed on all units in order for the treatments to be effective. For this reason this policy will be strictly enforced.

N. Reporting of Accidents on Premises

HRHA requires that accidents that occur on HRHA grounds be reported to the respective Property Manager within twenty four hours from the time the accident occurred.

CHAPTER 9

RENT

INTRODUCTION

Rent under the low-rent housing program means contract rent as defined in Definitions. It is the amount of money charged to the tenant for the use of the leased dwelling and installed equipment (such as range and refrigerator), certain services (such as maintenance), and reasonable amounts of utilities (see dwelling lease). Rent includes miscellaneous charges imposed by Hopewell Redevelopment and Housing Authority for repairs, sales, and charges for abuse or misuse by the tenant(s), members of the tenant's household or guests, legal costs, late fees, etc. Rent means all money, other than a security or pet deposit, owed or paid to HRHA under the rental agreement, including prepaid rent paid more than one month in advance of the rent due date. The initial rent determination and later redeterminations are calculated in the same manner. Management Staff will interview the Tenant to determine what verification is needed and what income, assets and/or deductions need to be verified.

A. Family Choice In Rents

Once each year, beginning with admission, HRHA will offer families the choice between a Flat Rent and an income-based rent. HRHA may not offer this choice more than once a year. **[24 CFR 960.253(a) and (e)]**

The annual HRHA offer to a family of the choice between flat and income-based rent will be conducted at each annual reexamination. If the family chose the Flat Rent for the previous year HRHA is required to provide an income-based rent amount only in the year that a reexamination of income is conducted or if the family specifically requests it and submits updated income information.

B. Income Based Rent Calculation

The first step in calculating income-based rent is to determine each family's Total Tenant Payment (TTP).

TTP is the highest of the following amounts, rounded to the nearest dollar:

- 1) 30 percent of the family's monthly adjusted income
- 2) 10 percent of the family's monthly gross income
- 3) not more than Flat Rent , if chosen by the family
- 4) Or the ceiling rent.
- 5) But never less than the minimum rent, except where a family has been exempted from the minimum rent because of financial hardship **[24 CFR § 5.630 (b)]**.

C. Resident Rent

- 1) If the family is occupying a unit that has resident-paid utilities, the utility allowance is subtracted from the TTP. The result of this calculation, if a positive number, is the resident rent.
- 2) If the TTP is less than the utility allowance, the result of this calculation is a negative number, and is called the utility reimbursement, which HRHA pays directly to the family. **TTP Formula [24 CFR 5.628]**
- 3) In developments where HRHA pays all utility bills directly to the utility supplier, Resident Rent equals Total Tenant Payment. **[24 CFR § 5.634]**

D. Minimum Rent

The minimum rent for HRHA shall be \$50 per month. **[24 CFR 5.630]**

HRHA recognizes that in some instances even the minimum rent may create a financial hardship for families. HRHA will review all relevant circumstances brought to the HRHA's attention regarding financial hardship as it applies to minimum rent. The following section states the HRHA's procedures and policies in regard to minimum rent financial hardship as set forth by the Quality Housing and Work Responsibility Act (QHWRA).

E. HRHA Procedures for Notification to Families of Hardship Exemptions

HRHA will notify all participant families subject to a minimum rent of their right to request a minimum rent hardship exemption under the law.

HRHA notification will advise the family that hardship exemption determinations are subject to HRHA grievance procedures.

HRHA will review all tenant requests for exemption from the minimum rent due to financial hardships.

All requests for minimum rent exemption are required to be in writing on HRHA's Hardship request form.

F. Minimum Rent Hardship Exemption

HRHA will grant an exemption from the minimum rent if a family can document that they are unable to pay the minimum rent because of a long term hardship (over 90 days). The financial hardship exemption applies **only** to families required to pay the minimum rent. If a family's TTP is higher than the minimum rent, the family is not eligible for a hardship exemption. **[24 CFR 5.630]**

Situations under which residents would qualify for the hardship exemption from minimum rent are limited to the following:

- 1) The family has lost eligibility for or is applying for an eligibility determination for a Federal, State or local assistance program;

A hardship will be considered to exist only if the loss of eligibility has an impact on the family's ability to pay the minimum rent.

For a family waiting for a determination of eligibility, the hardship period will end as of the first of the month following (1) implementation of assistance, if approved, or (2) the decision to deny assistance. A family whose request for assistance is denied may request a hardship exemption based upon one of the other allowable hardship circumstances.

- 2) The family would be evicted as result of the imposition of the minimum rent requirements;

For a family to qualify under this provision, the family must submit a request in writing for a hardship exemption explaining the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent. The request must also explain what steps the family has taken or plans to take to alleviate the hardship.

For a family to qualify under this provision, the cause of the potential eviction must be the family's failure to pay rent.

- 3) The income of the family has decreased because of changed circumstances, including loss of employment;
- 4) A death in the family has occurred;

In order to qualify for this provision, the deceased must have been a household member on the public housing lease who was living in the unit and listed as a family member on the 50058 HUD form.

- 5) The family has experienced other circumstances determined by the PHA.

HRHA has not established any additional hardship criteria.

In general, HRHA does not consider a hardship to include loss of eligibility for welfare. In addition, in general, HRHA does not consider outstanding medical or funeral debts to be a long term hardship, because repayment plans may be developed to retire such debts. To qualify for a hardship exemption, a family must submit a request for a

hardship exemption in writing. The request must explain the nature of the hardship and how the hardship has affected the family's ability to pay the minimum rent.

HRHA will not evict the family for non-payment of the minimum rent for 90 days following the request for hardship exemption.

G. Determination of Rent Hardship Exemption

When a family requests a financial hardship exemption, HRHA will suspend the minimum rent requirement beginning the first of the month following the family's request. HRHA will then determine whether the financial hardship exists and whether the hardship is temporary or long-term.

HRHA defines temporary hardship as a hardship expected to last 90 days or less. Long term hardship is defined as a hardship expected to last more than 90 days.

H. No Financial Hardship

If HRHA determines there is no financial hardship, HRHA will reinstate the minimum rent and require the family to repay the amounts suspended.

HRHA will require the family to repay the suspended amount within 30 calendar days of HRHA's notice that a hardship exemption has not been granted.

I. Temporary Hardship

If HRHA determines that a qualifying financial hardship is temporary, HRHA will reinstate the minimum rent from the beginning of the first of the month following the date of the family's request for a hardship exemption.

The hardship exemption **only** suspends the minimum rent. The family is still responsible for any other charges incurred such as utilities, maintenance charges, etc. and can be evicted for nonpayment of such charges during the hardship exemption.

The family must resume payment of the minimum rent and must repay HRHA the amounts suspended in accordance with HRHA's repayment agreement policy.

J. Long-Term Hardship

If HRHA determines that the financial hardship is long-term, HRHA will exempt the family from the minimum rent requirement for so long as the hardship continues. The exemption will apply from the first of the month following the family's request until the end of the qualifying hardship. When the financial hardship has been determined to be long-term, the family is not required to repay the minimum rent. However, the hardship exemption **only** exempts the minimum rent. The family is still responsible for any

charges incurred such as utilities, maintenance charges, etc. and can be evicted for nonpayment of such charges during the hardship exemption.

The hardship period ends when any of the following circumstances apply:

- 1) At an interim or annual reexamination, the family's calculated TTP is greater than the minimum rent;
- 2) For hardship conditions based on loss of income, the hardship condition may continue to be recognized until new sources of income are received that are at least equal to the amount lost. For example, if a hardship is approved because a family no longer receives a \$60/month child support payment, the hardship will continue to exist until the family receives at least \$60/month in income from another source or once again begins to receive the child support.
- 3) For hardship conditions based upon hardship-related expenses, the minimum rent exemption will continue to be recognized until the cumulative amount exempted is equal to the expense incurred.
- 4) Being exempted from minimum rent means that the family pays the greater of 30% of adjusted monthly income or 10 percent of gross monthly income.

Families who report experiencing a long-term financial hardship are required to undergo an interim recertification every 90 days.

Such families will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

HRHA will take action to refer such families to social service organizations to receive rental job search or other forms of assistance to help end the qualifying financial hardship.

Families on either a temporary or long-term hardship exemption must continue to comply with the community service requirement as mandated by the Quality Housing and Work Responsibility Act of 1998 (QHWRA) unless qualified as exempt. This act requires that all non-exempt (see definitions) public housing adult tenants (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes and other activities which help an individual toward self-sufficiency and economic independence.

K. Flat Rent

The Flat Rent is designed to encourage self-sufficiency and to avoid creating disincentives for continued residency by families who are attempting to become economically self-sufficient. There is no utility allowance or reimbursement with Flat Rents. When the family elects to pay the Flat Rent, the Flat Rent amount quoted to the

family by HRHA is the amount the family pays. Changes in family income, expenses, or composition will not affect the Flat Rent amount because it is outside the income-based formula. **[24 CFR 960.253(b)]**

- 1) Flat Rents are market-based rents.
- 2) Flat Rents vary by apartment size and type and also by development location.
- 3) Flat Rents do not have a utility allowance. An apartment with resident-paid utilities should have a lower Flat Rent than the same apartment with project-paid utilities.

Flat Rent Calculation for Families responsible for their own utilities (Applies to Davisville, Thomas Rolfe, Piper Square):

Adjust the flat rent downward, using the agency approved utility allowance to account for reasonable costs of an energy conservative household.

Example: For example, if 80 percent of FMR for a 1BR unit is \$400, then the resulting rent after a reasonable utilities reduction of \$50 per month would be \$350.

*** Actual reasonable utilities reduction may vary according to use***

Flat rent Calculation for families where the agency is responsible for the utilities: No adjustment (Applies to Kippax)

Note: HRHA will offer the flat rent to families currently paying the flat rent amount, at the family's next annual rent option, and permit the family to choose between the flat rent amount and the income- based rent.

At all new admissions families are permitted to choose between the flat rent amount and the income-based rent.

** The Flat Rent Schedule is available upon request***

L. Developing Flat Rent Schedules

HRHA may take the following information into account in developing its Flat Rent Schedule:

- 1) Rents of non-assisted rental units in the immediate neighborhood
- 2) Whether utilities are resident-paid or project-paid
- 3) Size of HRHA's units compared to non-assisted rental units from the neighborhood
- 4) Age, type of apartment and condition of HRHA's units compared to non-assisted rental units from the neighborhood
- 5) Land use in the surrounding neighborhood
- 6) Amenities (childcare, laundry facilities, playgrounds, community rooms, social services, education/ job training programs, etc.) at HRHA's properties and in the surrounding neighborhood

- 7) Crime in HRHA's developments and the surrounding neighborhood
- 8) Quality of local schools serving each HRHA development
- 9) Availability of public transportation at each HRHA development
- 10) Availability of accessible units for persons with mobility impairments

M. Update of Flat Rents

HRHA shall review the Flat Rent structure at least every year and adjust the rents as needed.

- 1) Flat Rents may either be increased or decreased based on the market rents.
- 2) When a resident chooses Flat Rent, his/her rent shall be adjusted only at the next annual reexamination rather than at the point the Flat Rent may change. Changes to Flat Rents, up or down, will not affect families paying Flat Rent until their next annual Flat Rent offer, at which time the family will be given the choice of switching back to income-based rent or of remaining on Flat Rent at the current (most recently adjusted) Flat Rent for their apartment (PH Occ GB, pp. 137-138).

N. Switching from Flat Rent to Income Based Rent Due to Hardship

Upon determination that a financial hardship exists and will last more than 30 days, HRHA will allow the family to switch from Flat Rent to the income-based rent. **[24 CFR 960.253(f)]**

- 1) If a resident who opted for Flat Rent experiences a decrease in income, Management will perform an Interim Reexamination of Income.
- 2) If the reduction in income will last more than 30 days, Management will reduce rent to the income-based rent based on verified income information.
- 3) If the Resident's income rises again before the annual reexamination, the resident can be placed on a Ceiling rent with a utility allowance (if applicable) that is the equivalent of the Flat Rent.

Reasons for financial hardship include:

- a) The family has experienced a decrease in income because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of income or other assistance
- b) The family has experienced an increase in expenses, because of changed circumstances, for medical costs, child care, transportation, education, or similar items
- c) Such other situations determined by HRHA to be appropriate.

O. Recertification of Families on Flat Rents

Families paying Flat Rents are required to recertify income only every three years, rather than annually, although they are still required to participate in an Annual Reexamination in order to ensure that apartment size is still appropriate and Community Service requirements (if applicable) are met. **[24 CFR § 960.257 (a) (2)]**

P. Flat Rents and Earned Income Disallowance

- 1) Because the EID is a function of income-based rents, a family paying Flat Rent cannot qualify for the EID even if a family member experiences an event that would qualify the family for the EID.
- 2) If the family later chooses to pay income-based rent, they would only qualify for the EID if a new qualifying event occurred.
- 3) A family currently paying Flat Rent that previously qualified for the EID while paying income-based rent and is currently within their 48 month period would have the 12 cumulative months of full (100 percent) and phase-in (50 percent) exclusion continue while paying Flat Rent as long as the employment that is the subject of the exclusion continues, and the 48-month lifetime limit would continue uninterrupted. A family paying Flat Rent could therefore see a family member's 48-month lifetime limit expire while the family is paying Flat Rent.

Q. Flat Rents and Mixed Families

- 1) HRHA will determine if a Flat Rent should be prorated for mixed families electing to pay Flat Rent. (Worksheet in Appendix III of the HUD 50058 Instruction Booklet contains a worksheet for this determination)
- 2) If the Flat Rent is greater than or equal to the Public Housing ceiling rent, there is no proration of Flat Rent and the family pays the Flat Rent for the apartment.
- 3) If the Flat Rent is less than the ceiling rent, HRHA will calculate a prorated Flat Rent. The mixed family will pay the prorated Flat Rent.

R. Utility Allowance and Utility Reimbursement Payments

Utility Allowances are provided to families paying income-based rents when the cost of utilities is not included in the rent.

The objective of HRHA in establishing utility allowances for each dwelling unit category and unit size shall be to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment.

Utilities include gas, electricity, and fuel for heating, water, sewerage and solid waste disposal for a dwelling unit. In addition, if HRHA does not furnish a range and refrigerator, the family must be granted a utility allowance for the range and refrigerator they provide. (PH Occ GB, p. 138)

Costs for telephone, cable/satellite TV and Internet services are not considered utilities. (PH Occ GB, p. 138)

Utility Allowance amounts will vary by the rates in effect, size and type of unit, climatic location and sitting of the unit, type of construction, energy efficiency of the dwelling unit and other factors related to the physical condition of the unit. Utility allowance amounts will also vary by residential demographic characteristics affecting home energy usage. (PH Occ GB, p. 138)

If the cost of utilities (excluding telephone) is paid by the Tenant, a utility allowance will be deducted from the total tenant payment. The Utility Allowance is intended to help defray the cost of utilities not included in the rent. The allowances are based on the monthly cost of reasonable consumption utilities in an energy conservative household, not on a family's actual consumption.

When the Utility Allowance exceeds the family's Total Tenant Payment, HRHA will provide a Utility Reimbursement Payment for the family each month. The check may be made out directly to the tenant or to the utility provider.

S. Resident-Paid Utilities

The following requirements apply to residents living in developments with resident-paid utilities or applicants being admitted to such developments:

If a resident or applicant is unable to get utilities connected because of a previous balance owed to the utility company, the resident/applicant will not be permitted to move into a unit with resident paid utilities. This may mean that a current resident cannot transfer to a scattered site or that an applicant cannot be admitted to a unit with resident-paid utilities.

Paying the utility bill is the resident's obligation under the lease. Failure to pay utilities is grounds for eviction.

T. Reasonable Accommodations in Adjusting the Utility Allowances

It is the policy of the HRHA to adjust the amount of tenant-paid utilities or PHA consumption levels for tenant allowances in documented situations when a qualified family is entitled to the adjustments. Requests for relief from paying excess utility charge will be treated in the same manner as other request for relief due to hardship. Such adjustments shall be made based on the qualification of the disabled individual's

special need, and shall be no more than the difference of the usage of the reasonable cost of a reasonable increased consumption level for the additional required apparatus used to address the need. Residents wishing to requests relief under this procedure should contact the Housing Manager of the development in which the resident resides.

Residents with disabilities may not be charged for the use of certain resident-supplied appliances if there is a verified need for special equipment because of a disability.

U. Utility Allowance Revisions

HRHA must review its schedule of utility allowances each year and must revise the schedule if there has been a change of 10 percent or more from the rate on which the allowance was based.

Upon revision, HRHA will readjust the resident payment retroactive to the first day of the month following the month in which the last rate change taken into account became effective. Changes in costs passed through an automatic adjustment clause (such as, for example, a fuel adjustment clause, a purchase gas adjustment clause or a gas recovery clause) shall be considered a "rate change" for this procedure (PH Occ GB, p. 171). This type of rate change is not subject to the 60-day notice requirement **[24 CFR § 965.507(b)]**.

V. Excess Utility Payments

Residents in units where HRHA pays the utilities will be charged for excess utilities. This charge shall be applied as specified in the lease. **[24CFR 966.4(b) (2)]** Residents that are paying flat rent and in units that are individually metered will be charged for the excess utilities used above the allowable level.

W. Rent Payments

- 1) Rent is due on the first of the month and must be made via money order, personal check or cashier's check.
- 2) The rent is payable at HRHA designated location on the first of every month. Each month HRHA will send residents a bill for rent.
- 3) If the family's resident rent changes, HRHA will notify the family of the new amount and the effective date by sending written notification.
- 4) HRHA will not accept partial rent payments. However, in the event HRHA does accept a partial payment of Resident Rent, that acceptance will not waive or otherwise foreclose any rights and remedies HRHA has pursuant to the Lease, including without limitation, the right to seek Resident Rent paid in full and to initiate termination proceedings

X. Late Fees and Non-Payments

- 1) A charge of \$25.00 will be made for rent received after the fifth calendar day of the month. If the fifth of month is a weekend or holiday, the late charge will be assessed if the rent is received after 5:00PM on the first business day thereafter. **[24 CFR 966.4(b) (3)].**
- 2) Charges in addition to rent are due on the first of the following month after the resident receives HRHA's written notice of the charge, provided this includes at least two weeks notice to the resident. **[24 CFR 966.4(b) (4)].**
- 3) When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and HRHA will charge the resident the full amount charged by HRHA's bank for the returned check. The fee will be due and payable the first business day of the following month, provided this includes at least two weeks notice to the resident. When a check is returned for insufficient funds, the family shall be required to make all future payments by cashier's check or money order.
- 4) HRHA elects the option to terminate the lease following four late payments within a twelve month period.
- 5) HRHA may post brightly colored notices on all household doors whose rents are not paid by the eighth of the month. The notices will either be folded or placed face down to maintain resident privacy.
- 6) At our option and without any notice to you, any money that we receive can be applied first to your non-rent obligations and then to Rent (any past due rent being paid first) and regardless of when the obligation came about.
- 7) If HRHA does not recertify a resident due to court proceedings and the resident's income decreased during the court proceedings, HRHA will process all applicable retroactive rent decreases upon conclusion of the court proceedings. HRHA will require residents to report and provide documentation of applicable changes in income and family composition according to HRHA policy during court proceedings.

CHAPTER 10

INCOME AND ADJUSTED INCOME

INTRODUCTION

A family's income determines eligibility for assistance and is also used to calculate the family's rent payment. HRHA will use the policies and methods described in this chapter to ensure that only eligible families receive assistance and that no family pays more or less than its obligation under the regulations. HUD regulations specify the sources of income to include and exclude to arrive at a family's annual income. Once annual income has been established HUD regulations require HRHA to subtract from annual income any of five mandatory deductions for which a family qualifies in order to determine adjusted income.

This Chapter defines the allowable deductions from Annual Income and how the presence or absence of household members may affect the Total Tenant Payment (TTP). Income and TTP are calculated in accordance with 24 CFR Part 5, Subpart F and further instructions set forth in HUD Notices, Memoranda and Addenda. However, the Quality Housing and Work Responsibility Act now give PHAs broader flexibility. HRHA's policies in this Chapter address those areas that allow the PHA discretion to define terms and to develop standards in order to assure consistent application of the various factors that relate to the determination of TTP.

A. Annual Income

Annual income is the anticipated total income from all sources, including net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member including all net income from assets for the 12-month period prior to admission or the annual reexamination effective date, exclusive of income that is temporary, non-recurring, or sporadic as defined below, or is specifically excluded from income by other federal statute.

Annual income is determined by calculating the family's anticipated total or gross income minus allowable exclusions. HRHA must convert all income to an annual figure to complete rent calculations.

HRHA will convert earned income to annual income as follows:

- Multiply hourly wages by the number of hours worked/year (2080 hours for full-time employment with a 40-hour work week and no overtime).
- Multiply weekly wages by 52.
- Multiply bi-weekly wages by 26.
- Multiply semi-monthly wages by 24.
- Multiply monthly wages by 12.

B. Annual Income Includes

Annual income includes but is not limited to: **(24 CFR 5.609)**

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession, including any withdrawal of cash or assets from the operation of the business. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining the net income from a business. An allowance for the straight line depreciation of assets used in a business or profession may be deducted as provided in IRS regulations. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the business;
3. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for the straight line depreciation of real or personal property is permitted. Withdrawals of cash or assets will not be considered income when used to reimburse the family for cash or assets invested in the property;
4. If the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;
5. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts [See #14 under Income Exclusions for treatment of delayed or deferred periodic payment of social security or supplemental security income benefits.];
6. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay (See #3 under Income Exclusions concerning treatment of lump-sum additions as Family assets);
7. All welfare assistance payments (Temporary Assistance to Needy Families, General Assistance) received by or on behalf of any family member;
8. Periodic and determinable allowances, such as alimony and child support payments, and regular cash and non-cash contributions or gifts received from agencies or persons not residing in the dwelling made to or on behalf of family members; and
9. All regular pay, special pay, and allowances of a family member in the Armed

Forces. (See #7 under Annual Income Exclusions concerning pay for exposure to hostile fire.)

C. Annual Income Exclusions

Annual Income does not include the following:

1. Income from the employment of children (including foster children) under the age of 18 years;
2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the resident family, who are unable to live alone);
3. Kinship Guardian Assistant Payments (Kin-Gap) and other similar guardianship payments are also excluded from annual income. These payments serve as an alternative to foster care and are now interpreted as equivalent to foster care payments. (PIH 2008-40)
4. Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance, and worker's compensation), capital gains, one-time lottery winnings, and settlement for personal property losses (but see paragraphs 4 and 5 above if the payments are or will be periodic in nature). (See paragraph 14. below for treatment of delayed or deferred periodic payments of social security or supplemental security income benefits.);
5. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
6. Income of a live-in aide, provided the person meets the definition of a live-in aide;
7. The full amount of student financial assistance paid directly to the student or the educational institution;
8. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
9. Certain amounts received that are related to participation in the following programs:
 - a. Amounts received under HUD funded training programs (e.g. Step-up program: excludes stipends, wages, transportation payments, child care vouchers, etc. for the duration of the training);
 - b. Amounts received by a person with disabilities that are disregarded for a limited time for purposes of Supplemental Security Income and benefits that are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - c. Amounts received by a participant in other publicly assisted programs that are

- specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) to allow participation in a specific program;
 - d. A resident services stipend. A resident services stipend is a modest amount (not to exceed \$200/month) received by a Public Housing resident for performing a service for HRHA, on a part-time basis, that enhances the quality of life in Public Housing. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time; and
 - e. Incremental earnings and/or benefits to any family member from participation in qualifying state or local employment training program (including training programs not affiliated with the local government), and training of family members as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by HRHA;
10. Temporary, non-recurring, or sporadic income (including gifts);
 11. Reparation payments paid by foreign governments pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
 12. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of the household and spouse);
 13. Adoption assistance payments in excess of \$480 per adopted child;
 14. The incremental earnings and benefits to any resident 1) whose annual income increases due to employment of a family member who was unemployed for one or more years previous to employment; or 2) whose annual income increases as the result of increased earnings by a family member during participation in any economic self sufficiency or other job training program; or 3) whose annual income increases due to new employment or increased earnings of a family member during or within six months of receiving state-funded assistance, benefits or services, will not be increased during the exclusion period. For purposes of this paragraph, the following definitions apply:
 - a. State-funded assistance, benefits or services means any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by HRHA in consultation with the local agencies administering temporary assistance for needy families (TANF) and Welfare-to-Work programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six-month period is at least \$500.
 - b. During the 12 month period beginning when the member first qualifies for a disallowance, HRHA must exclude from Annual Income any increase in income

- as a result of employment. For the 12 months following the exclusion period, 50% of the income increase shall be excluded.
- c. Regardless of how long it takes a resident to work for 12 months (to complete the first exclusion) or the second 12 months (to qualify for the second exclusion), the maximum period for the disallowance (exclusion) is 48 months.
 - d. The disallowance of increased income under this section is only applicable to current residents and will not apply to applicants who have begun working prior to admission (unless their earnings are less than would be earned working ten hours per week at minimum wage, under which they qualify as unemployed).
15. Deferred periodic payments of supplemental security income and social security benefits that are received in a lump sum payment;
16. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling apartment;
17. Amounts paid by a State agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
18. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937. (A notice will be published by HUD in the Federal Register identifying the benefits that qualify for this exclusion. See Appendix for current list of Federal Income Exclusions)

D. Anticipating Annual Income

If it is not feasible to anticipate income for a 12-month period, the Authority may use the annualized income anticipated for a shorter period, subject to an Interim Adjustment at the end of the shorter period. For family members who work for only part of the year and who may or may not receive unemployment compensation during periods of unemployment (such as school employees), income will be annualized and will not be changed during the year.

Subject to final rulemaking by HUD, HRHA may base annual income on past actual income received or earned within the last 12 months of the determination date when the family reports little or no income and HRHA cannot determine annual income due to fluctuations in income (e.g., seasonal or cyclical income).

E. Earned Income Disallowance

The earned income disallowance (EID) encourages people to enter the work force by not including the full value of increases in earned income for a period of time. Eligibility criteria and limitations on the disallowance are summarized below. **[24 CFR 960.255]**

F. Eligibility

This disallowance applies only to individuals in families already participating in the Public Housing program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

1. Employment of a family member who was previously unemployed for one or more years prior to employment. *Previously unemployed* includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage. Some portion of the period of the employment may have occurred prior to the member becoming a resident.
2. Increased earnings by a family member whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families [24 CFR 5.603(b)].
3. New employment or increased earnings by a family member who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

G. Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "prior income." HRHA defines prior income, or prequalifying income, as the family member's last certified income prior to qualifying for the EID. The family member's prior, or prequalifying, income remains constant throughout the period that he or she is receiving the EID.

H. Initial 12-Month Exclusion

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive. The initial EID exclusion

period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

I. Second 12-Month Exclusion and Phase-In

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive.

J. Lifetime Limitation

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between Public Housing and Section 8 assistance, or if there are breaks in assistance.

During the 48-month eligibility period, HRHA will conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

K. Applicability to Child Care Expense Deductions

The amount deducted for childcare necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction in the case of the deduction that is allowed due to employment.

L. Applicability to Disability Expense Deductions

The amount deducted for disability expense deduction that is necessary to permit employment shall not exceed the amount of employment income that is included in Annual Income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for the disability expense deduction.

M. Applicability to Families that Receive both Child Care Expense and Disability Deductions

The amount deducted for both childcare and disability expense deductions necessary to permit employment shall not exceed the amount of employment income that is

included in Annual Income. Therefore, for families entitled to the earned income disallowance, the amounts of the earned income that is included in the Annual Income after the application of the earned income disallowance will be used in determining the cap for childcare deduction and disability expenses combined in the case of the deduction that is allowed due to employment.

N. Tracking the Earned Income Exclusion

The earned income exclusion will be reported on the HUD 50058 form. Documentation will be included in the family's file to show the reason for the reduced increase in rent.

***Such documentation will include:**

- **Date the increase in earned income was reported by the family**
- **Name of the family member whose earned income increased**
- **Reason (new employment, participation in job training program, within 6 months after receiving TANF) for the increase in earned income**
- **Amount of the increase in earned income (amount to be excluded)**
- **Date the increase in income is first excluded from annual income**
- **Date(s) earned income ended and resumed during the initial cumulative 12-month period of exclusion (if any)**
- **Date the family member has received a total of 12 months of the initial exclusion**
- **Date the 12-month phase-in period began**
- **Date(s) earned income ended and resumed during the second cumulative 12-month period (phase-in) of exclusion (if any)**
- **Date the family member has received a total of 12 months of the phase-in exclusion**
- **Ending date of the maximum 48-month (four year) disallowance period (48 months from the date of the initial earned income disallowance)**

The HRHA will maintain a tracking system to ensure correct application of the earned income disallowance.

It is a HRHA policy decision to conduct an interim reexamination for income increases for the purpose of calculating the earned income disallowance.

O. Individual Savings Accounts

HRHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income.

P. Household Composition and Income

Income received by all family members must be counted unless specifically excluded by the regulations. It is the responsibility of the head of household to report changes in family composition. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(a)(1)].
Head, spouse, or co-head Other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under 18 years of age	Employment income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or co-head)	Employment income above \$480/year is excluded [24 CFR 5.609(c)(11)]. All other sources of income, except those specifically excluded by the regulations, are included.

Q. Minimum Income

There is no minimum income requirement. Families who report zero income or extremely low income are required to undergo an interim recertification every 90 days.

Families that report zero or extremely low income will be required to provide information regarding their means of basic subsistence, such as food, utilities, transportation, etc.

Where credit reports show credit accounts open and payments current, HRHA will take action to investigate the possibility of unreported or underreported income, fraud or program abuse.

R. Temporarily Absent Family Members and Income

The income of family members approved to live in the apartment will be counted, even if the family member is temporarily absent from the apartment.

Generally an individual who is or is expected to be absent from the assisted apartment for 180 consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is or is expected to be absent from the assisted apartment for more than 180 consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

S. Absent Full –Time Students

When someone who has been considered a family member attends school away from home, the person will continue to be considered a family member unless information becomes available to HRHA indicating that the student has established a separate household or the family declares that the student has established a separate household.

T. Court-Ordered Absences

If a member of the family is subject to a court order that restricts the member from the home, HRHA will determine whether the person will be considered temporarily or permanently absent. If the court order specifies a permanent restriction or if the court restriction exceeds 180 days, the person will no longer be considered a family member. If the individual intends to return to the unit at the end of the restriction, the individual is subject to the eligibility and screening requirements discussed in Chapter 5, Eligibility and Screening.

U. Absences Due to Placement in Foster Care

Children temporarily absent from the home as a result of placement in foster care are considered members of the family **[24 CFR 5.403]**. If a child has been placed in foster care, HRHA will verify with the appropriate agency whether and when the child is expected to be returned to the home. Unless the agency confirms that the child has been permanently removed from the home, the child will be counted as a family member.

V. Absences Due to Incarceration

If a family member is expected to be incarcerated for more than 180 consecutive days, the person will not be considered a family member. If the individual intends to return to the unit following incarceration, the individual is subject to the eligibility and screening requirements discussed in Chapter 5, Eligibility and Screening.

W. Absent Head, Spouse or Co-head

An employed head, spouse, or co-head absent from the apartment more than 180 consecutive days due to employment will continue to be considered a family member.

X. Individuals Confined for Medical Reasons

If a family member is confined to a nursing home or hospital on a permanent basis, that person is no longer considered a family member and the income of that person is not counted.

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

When an individual who has been counted as a family member is determined permanently absent, the family is eligible for the medical expense deduction only if the remaining head, spouse or co-head qualify as an elderly person or a person with disabilities.

Y. Joint Custody of Children

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or resident family 50 percent or more of the time. When more than one applicant or assisted family (regardless of program) are claiming the same dependents as family members, the family with primary custody at the time of the admission or reexamination will be able to claim the dependents. If there is a dispute about which family should claim them, HRHA will make the determination based on available documents such as court orders, or an IRS return showing which family has claimed the child for income tax purposes.

Z. Caretaker of a Child

If neither a parent nor a designated guardian remains in a household receiving assistance, HRHA will take the following actions:

1. If a responsible agency has determined that another adult is to be brought into the apartment to care for a child for an indefinite period, the designated caretaker will not be considered a family member until a determination of custody or legal guardianship is made.
2. If a caretaker has assumed responsibility for a child without the involvement of a responsible agency or formal assignment of custody or legal guardianship, the caretaker will be treated as a visitor for 90 days. After the 90 days has elapsed, the caretaker must provide documentation of temporary or permanent custody arrangement. If the caretaker will have permanent custody and wishes to be considered a family member, the caretaker will be subject to HRHA screening requirements, unless information is provided that would confirm that the caretaker's role is temporary. In such cases HRHA will extend the caretaker's status as an eligible visitor.
3. At any time that custody or guardianship legally has been awarded to a caretaker, the lease will be transferred to the caretaker, as head of household, subject to

meeting HRHA's eligibility screening requirements. Caretaker must provide legal custody papers to verify legal guardianship.

4. During any period that a caretaker is considered a visitor, the income of the caretaker is not counted in annual income and the caretaker does not qualify the family for any deductions from income.

AA. Regular Contributions and Gifts [24 CFR 5.609(a) (7)]

Regular contributions and gifts received from persons outside the household are counted as income for calculation of the Total Tenant Payment.

Any contribution or gift received every two months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$100 per year. This includes rent and utility payments made on behalf of the family and other cash or non-cash contributions provided on a regular basis. It does not include casual contributions or sporadic gifts. (See Chapter 11 on "Verification Procedures," for further definition.)

If the family's expenses exceed their known income, HRHA will make inquiry of the family about regular contributions and gifts.

BB. Alimony and Child Support [24 CFR 5.609(a) (7)]

Regular alimony and child support payments are counted as income for calculation of Total Tenant Payment.

If the amount of child support or alimony received is less than the amount awarded by the court, HRHA will use the amount that is determined to be received by the family. HRHA will accept as verification that the family is receiving an amount less than the award if:

HRHA receives verification from the agency responsible for enforcement or collection.

The family furnishes documentation of child support or alimony collection action filed through a child support enforcement/collection agency, or has filed an enforcement or collection action through an attorney.

It is the family's responsibility to supply documentation and a copy of the divorce decree.

CC. Lump-Sum Receipts [24 CFR 5.609(b)(5), (c)]

Lump-sum additions to Family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, are not included in income, but may be included in assets, if the amount has been invested in an allowable asset.

Lump-sum payments caused by delays in processing periodic payments (unemployment or welfare assistance) are counted as income. Lump sum payments from Social Security or SSI are excluded from income, but any amount remaining that is invested will be considered an asset. Deferred periodic payments that have accumulated due to a dispute will be treated the same as periodic payments that are deferred due to delays in processing.

In order to determine amount of retroactive tenant rent that the family owes as a result of the lump sum receipt:

HRHA uses a calculation method that calculates retroactively or prospectively depending on the circumstances.

HRHA will calculate prospectively if the family reported the payment within 10 days and retroactively to date of receipt if the receipt was not reported within that time frame.

DD. Prospective Calculation Methodology

If the payment is reported on a timely basis, the calculation will be considered at the time of the next annual recertification.

If the payment is not reported on a timely basis, the entire lump-sum payment will be added to the annual income at the time of the interim.

HRHA will determine the percent of the year remaining until the next annual recertification as of the date of the interim (three months would be 25% of the year). At the next annual recertification, HRHA will apply the percentage balance (75% in this example) to the lump sum and add it to the rest of the annual income.

The lump sum will be added in the same way for any interims that occur prior to the next annual recertification.

EE. Retroactive Calculation Methodology

HRHA will go back to the date the lump-sum payment was received, or to the date of admission, whichever is closer.

HRHA will determine the amount of income for each certification period, including the lump sum, and recalculate the tenant rent for each certification period to determine the amount due HRHA.

At HRHA's option, HRHA may enter into a Repayment Agreement with the family.

The amount owed by the family is a collectible debt even if the family becomes unassisted.

FF. Attorney Fees

The family's attorney fees may be deducted from lump-sum payments when computing Annual Income if the attorney's efforts have recovered lump-sum compensation and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

GG. Assets Disposed of for Less than Fair Market Value

HRHA must count assets disposed of for less than fair market value during the two years preceding the date of divestiture. HRHA will count the difference between the market value and the actual payment received for less than market value in calculating total assets.

Assets disposed of as a result of foreclosure or bankruptcy is not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation is not considered to be assets disposed of for less than fair market value.

HRHA's minimum threshold for counting assets disposed of for less than Fair Market value is \$5,000. If the total value of assets disposed of within the two-year period is less than \$5,000, they will not be considered an asset.

HH. Proration of Assistance for "Mixed" Families [24 CFR 5.520]

Applicability

Proration of assistance must be offered to any "mixed" applicant or participant family. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible members.

An applicant mixed-family is entitled to prorated assistance. Tenant families that become mixed families by the addition of an ineligible member are entitled to prorated assistance.

II. Prorated Assistance Calculation

Prorated assistance will be calculated by subtracting the Total Tenant Payment from the applicable Maximum Rent for the unit the family occupies to determine the Family Maximum Subsidy. The specific method of prorating assistance for Public Housing covered programs is as follows:

1. Determine total tenant payment in accordance with applicable public housing regulations, 24 CFR 960. (Annual Income includes income of all family members, including any family member who has not established eligible immigration status).
2. Subtract the total tenant payment from a HUD-supplied "public housing maximum rent" applicable to the unit or the PHA. (This "maximum rent" pre-QHWRA was the ceiling rent; which, is determined by HUD using the 95th percentile rent for the PHA. The result is the maximum subsidy for which the family could qualify if all members were eligible ("family maximum subsidy").
3. Divide the family's maximum subsidy by the number of persons in the family, all persons, to determine the maximum subsidy per each family member who has citizenship or eligible immigration status ("eligible family member"). The subsidy, per eligible family member, is the "member maximum subsidy".
4. Multiply the "member maximum subsidy" by the number of family members who have citizenship or eligible immigration status ("eligible family members").
5. The product of steps 1 through 4, as set forth is the amount of subsidy for which the family is eligible ("eligible subsidy"). The family's rent is the "public housing maximum rent" minus the amount of the eligible subsidy.

Mixed families paying the flat rent shall not receive a prorated rent calculation. An adult member that is ineligible for assistance in a mixed family is also ineligible for an earned income disallowance.

JJ. Income Changes Resulting from Welfare Program Requirements

QHWRA revised the situations in which a Public Housing Authority (PHA) is required to reduce rent for special cases. In order to comply with the requirement, HRHA will make income revisions for changes resulting from Welfare program requirements as follows:

The HRHA will not reduce the rental contribution for families whose welfare assistance is reduced specifically because of:

- fraud by a family member in connection with the welfare program; or
- failure to participate in an economic self-sufficiency program; or
- noncompliance with a work activities requirement

However, the HRHA will reduce the rental contribution if the welfare assistance reduction is a result of:

- The expiration of a lifetime time limit on receiving benefits; or
- A situation where a family member has not complied with a general welfare agency requirements; or
- A situation where a family member has complied with welfare agency economic self-sufficiency or work activities requirements but cannot or has not obtained employment, such as the family member has complied with welfare program requirements, but the durational time limit, such as a cap on the length of time a family can receive benefits, causes the family to lose their welfare benefits; or
- A situation of an inadvertent overpayment.

Imputed welfare income is the amount of annual income not actually received by a family as a result of a specified welfare benefit reduction that is included in the family's income for rental contribution.

Imputed welfare income is not included in annual income if the family was not an assisted resident at the time of sanction.

The amount of imputed welfare income is offset by the amount of additional income (new income) a family receives that begins after the sanction was imposed.

When additional income is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.

A resident may request an informal hearing to review HRHA's determination of the amount of imputed welfare income.

If the family claims that the imputed welfare income has not been correctly calculated, but the PHA denies the family's request to modify the imputed welfare income amount, HRHA will give the family written notice of such denial, explaining the basis for HRHA's determined amount of imputed welfare income.

This notice will state that if the family disagrees with HRHA's determination, the family may request a grievance hearing on the determination.

KK. Verification Before Denying a Request to Reduce Rent

HRHA will obtain written verification from the welfare agency stating that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

LL. Cooperation Agreements

HRHA has an unwritten cooperation agreement in place with the local welfare agency that assists the PHA in obtaining the necessary information regarding welfare sanctions.

MM. Using Up-Front Income Verification to Calculate Income

Up-Front Income Verification (UIV) is “the verification of income, before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a large number of individuals” **[PIH Notice 2004-01]**

HRHA procedures for calculating annual income will include the use of UIV methods approved by HUD in conjunction with family-provided documents dated within 90 days from the date they are provided to HRHA.

HRHA will use a difference of \$200 or more per month to determine when a substantial difference exists between UIV and a particular income source.

- If UIV information for a particular income source differs from the information provided by a family by less than \$200 per month, HRHA will use the higher of the two figures to calculate income.
- If UIV information for a particular income source differs from the information provided by a particular income source by \$200 or more per month, HRHA will request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s). If HRHA can not obtain clarity on the difference in income, HRHA will use the higher of the two income figures. **[24 CFR 5.236(b)]**

NN. Rounding of Income and Deductions

Generally HRHA will round to the nearest whole dollar at the final calculation for each income/deduction source.

HRHA will round as follows for the following income and deductions:

- Social Security Income: When the SS benefit letter states that the monthly benefit is rounded down to the whole dollar, HRHA will calculate income by rounding down the full monthly benefit before any deductions and then annualizing that monthly benefit. This methodology will be applied to all SS benefits whether or not there are any deductions applied. For example if the full monthly benefit is \$547.90 and the monthly medical insurance premium is \$66.60, annual income is: $\$547.00 \times 12 = \6564 .

- Other Income/Deduction Sources **which include direction on rounding:** Where the income/deduction verification document has direction on rounding of income/deductions, HRHA will follow the direction on the verification document to calculate annual income and/or deductions.
- Income/Deduction Sources with **NO direction on rounding:** If the income/benefit/deduction verification document does not include any direction concerning rounding, HRHA will calculate income/benefit/deductions by annualizing the entire weekly, bi-weekly or monthly income/benefit/deduction. Once the annual amount is calculated, HRHA will round to the nearest whole dollar. For example, if the weekly income is \$300.10, annual income is $\$300.10 \times 52 = \$15,605.20$ which is rounded to \$15,605.

OO. Adjusted Income

HUD regulations require HRHA to deduct from annual income any of five mandatory deductions for which a family qualifies. The resulting amount is the family's adjusted income.

PP. Mandatory Deductions

Mandatory Deductions (24 CFR 5.611)

In determining adjusted income, HRHA will deduct the following amounts from annual income:

- (1) \$480 for each dependent;
- (2) \$400 for any elderly family or disabled family;
- (3) The sum of the following, to the extent the sum exceeds three percent of annual income:
 - (i) Unreimbursed medical expenses of any elderly family or disabled family;
 - (ii) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus; and
- (4) Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

1. Dependent Deduction

A deduction of \$480 is taken for each dependent [24 CFR 5.611(a) (1)]. Dependent is defined as any family member other than the head, spouse, or co-head who is under the age of 18 or who is 18 or older and is a person with disabilities or a full-

time student. Foster children, foster adults, and live-in aides are never considered dependents [24 CFR 5.603(b)].

2. Elderly or Disabled Family Deduction

A single deduction of \$400 is taken for any elderly or disabled family [24 CFR 5.611(a) (2)]. An elderly family is a family whose head, spouse, co-head, or sole member is 62 years of age or older, and a disabled family is a family whose head, spouse, co-head, or sole member is a person with disabilities [24 CFR 5.403].

3. Medical Expense Deduction

Unreimbursed medical expenses may be deducted to the extent that, in combination with any disability assistance expenses, they exceed three percent of annual income. [24 CFR 5.611(a) (3) (I)]

The medical expense deduction is permitted only for families in which the head, spouse, or co-head is at least 62 or is a person with disabilities. If a family is eligible for a medical expense deduction, the medical expenses of all family members are counted [VG, p. 28].

HUD regulations define medical expenses at 24 CFR 5.603(b) to mean “medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.”

The most current IRS Publication 502, Medical and Dental Expenses, will be used to determine the costs that qualify as medical expenses.

Summary of Allowable Medical Expenses from IRS Publication 502	
<ul style="list-style-type: none"> • Services of medical professionals • Surgery and medical procedures that are necessary, legal, noncosmetic • Services of medical facilities • Hospitalization, long-term care, and in-home nursing services • Prescription medicines and insulin, but not nonprescription medicines even if recommended by a doctor • Improvements to housing directly related to medical needs (e.g., ramps for a wheel chair, handrails) 	<ul style="list-style-type: none"> • Substance abuse treatment programs • Psychiatric treatment • Ambulance services and some costs of transportation related to medical expenses • The cost and care of necessary equipment related to a medical condition (e.g., eyeglasses/lenses, hearing aids, crutches, and artificial teeth) • Cost and continuing care of necessary service animals • Medical insurance premiums or the cost of a health maintenance

	organization (HMO)
Note: This chart provides a summary of eligible medical expenses only. Detailed information is provided in IRS Publication 502. Medical expenses are considered only to the extent they are not reimbursed by insurance or some other source.	

4. Disability Assistance Expense Deduction

Reasonable expenses for attendant care for a disabled family member and auxiliary apparatus for a disabled family member may be deducted if they: (1) are necessary to enable a family member 18 years or older to work, (2) are not paid to a family member or reimbursed by an outside source, (3) in combination with any medical expenses, exceed three percent of annual income, and (4) do not exceed the earned income received by the family member who is enabled to work. [24 CFR 5.603(b) and 24 CFR 5.611(a) (3) (ii)]

5. Earned Income Limit on the Disability Assistance Expense Deduction:

A family can qualify for the disability assistance expense deduction only if at least one family member (who may be the person with disabilities) is enabled to work [24 CFR 5.603(b)].

The disability expense deduction is capped by the amount of “earned income received by family members who are 18 years of age or older and who are able to work” because of the expense [24 CFR 5.611(a) (3) (ii)]. The earned income used for this purpose is the amount verified before any earned income disallowances or income exclusions are applied.

The family must identify the family members enabled to work as a result of the disability assistance expenses. In evaluating the family’s request, HRHA will consider factors such as how the work schedule of the relevant family members relates to the hours of care provided, the time required for transportation, the relationship of the family members to the person with disabilities, and any special needs of the person with disabilities that might determine which family members are enabled to work.

When HRHA determines that the disability assistance expenses enable more than one family member to work, the disability assistance expenses will be capped by the sum of the family members’ incomes [PH Occ GB, p. 124].

6. Eligible Disability Expenses

Expenses incurred for maintaining or repairing an auxiliary apparatus is eligible. In the case of an apparatus that is specially adapted to accommodate a person with disabilities (e.g., a vehicle or computer), the cost to maintain the special adaptations

(but not maintenance of the apparatus itself) is an eligible expense. The cost of service animals trained to give assistance to persons with disabilities, including the cost of acquiring the animal, veterinary care, food, grooming, and other continuing costs of care, will be included.

7. Eligible Attendant Care

The family determines the type of attendant care that is appropriate for the person with disabilities. Attendant care includes, but is not limited to, reasonable costs for home medical care, nursing services, in-home or center-based care services, interpreters for persons with hearing impairments, and readers for persons with visual disabilities.

Attendant care expenses will be included for the period that the person enabled to work is employed plus reasonable transportation time. The cost of general housekeeping and personal services is not an eligible attendant care expense. However, if the person enabled to work is the person with disabilities, personal services necessary to enable the person with disabilities to work are eligible.

8. Payments to Family Members

No disability expenses may be deducted for payments to a member of a resident family [23 CFR 5.603(b)]. However, expenses paid to a relative who is not a member of the resident family may be deducted if they are reimbursed by an outside source.

9. Necessary and Reasonable Expenses

The family determines the type of care or auxiliary apparatus to be provided and must describe how the expenses enable a family member to work. The family must certify that the disability assistance expenses are necessary and are not paid or reimbursed by any other source.

10. Child Care Expense Deduction

HUD defines child care expenses at 24 CFR 5.603(b) as “amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for child care. In the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income.”

Child care expenses do not include child support payments made to another on behalf of a minor who is not living in an assisted family's household [VG, p. 26]. However, child care expenses for foster children that are living in the assisted family's household are included when determining the family's child care expenses.

11. Determining Who Is Enabled to Pursue an Eligible Activity

The family must identify the family member(s) enabled to pursue an eligible activity. The term eligible activity in this section means any of the activities that may make the family eligible for a child care deduction (seeking work, pursuing an education, or being gainfully employed).

In evaluating the family's request, HRHA will consider factors such as how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

12. Seeking Work

If the child care expense being claimed is to enable a family member to seek employment, the family must provide evidence of the family member's efforts to obtain employment at each reexamination. The deduction may be reduced or denied if the family member's job search efforts are not commensurate with the child care expense being allowed by HRHA.

13. Furthering Education

If the child care expense being claimed is to enable a family member to further his or her education, the member must be enrolled in school (academic or vocational) or participating in a formal training program. The family member is not required to be a full-time student, but the time spent in educational activities must be commensurate with the child care claimed.

14. Being Gainfully Employed

If the child care expense being claimed is to enable a family member to be gainfully employed, the family must provide evidence of the family member's employment during the time that child care is being provided. Gainful employment is any legal work activity (full- or part-time) for which a family member is compensated.

15. Earned Income Limit on Child Care Expense Deduction

When a family member looks for work or furthers his or her education, there is no cap on the amount that may be deducted for child care – although the care must still be necessary and reasonable. However, when child care enables a family member to work, the deduction is capped by “the amount of employment income that is included in annual income” [24 CFR 5.603(b)]. The earned income used for this purpose is the amount of earned income verified after any earned income disallowances or income exclusions are applied.

16. Eligible Child Care Expenses

The type of care to be provided is determined by the resident family. HRHA will not refuse to give a family the child care expense deduction because there is an adult family member in the household that may be available to provide child care.

17. Allowable Child Care Activities

For school-age children, costs attributable to public or private school activities during standard school hours are not considered. Expenses incurred for supervised activities after school or during school holidays (e.g., summer day camp, after-school sports league) are allowable forms of child care.

The costs of general housekeeping and personal services are not eligible. Likewise, child care expenses paid to a family member who lives in the family’s apartment are not eligible; however, payments for child care to relatives who do not live in the apartment are eligible.

18. Necessary and Reasonable Costs

Child care expenses will be considered necessary if: (1) a family adequately explains how the care enables a family member to work, actively seek employment, or further his or her education, and (2) the family certifies, and the child care provider verifies, that the expenses are not paid or reimbursed by any other source.

Child care expenses will be considered for the time required for the eligible activity plus reasonable transportation time. For child care that enables a family member to go to school, the time allowed may include not more than one study hour for each hour spent in class.

To establish the reasonableness of child care costs, HRHA will use the schedule of child care costs from the local welfare agency. Families may present, and HRHA will consider, justification for costs that exceed typical costs in the area.

CHAPTER 11

VERIFICATION PROCEDURES

INTRODUCTION

The HRHA must verify all information that is used to establish the family's eligibility and level of assistance and is required to obtain the family's consent to collect the information. Applicants and program participants must cooperate with the verification process as a condition of receiving assistance. The HRHA must not pass on the cost of verification to the family.

The HRHA will follow the verification guidance provided by HUD in PIH Notice 2010-19 Verification Guidance and any subsequent guidance issued by HUD. This chapter summarizes those requirements and provides supplementary HRHA policies. This chapter describes the general verification process. More detailed requirements related to individual factors are provided in subsequent parts including family information, income and assets, and mandatory deductions. Verification policies, rules and procedures will be modified as needed to accommodate persons with disabilities. All information obtained through the verification process will be handled in accordance with the records management policies of the HRHA .

A. Family Consent To Release Of Information [24 CFR 982.516 And 982.551, 24 CFR 5.230]

The family must supply any information that the HRHA or HUD determines is necessary to the administration of the program and must consent to HRHA verification of that information [24 CFR 982.551].

1. Consent Forms

It is required that all adult applicants and residents sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and provides the family's consent only for the specific purposes listed on the form. HUD and the HRHA may collect information from State Wage Information Collection Agencies (SWICAs) and current and former employers of adult family members. Only HUD is authorized to collect information directly from the Internal Revenue Service (IRS) and the Social Security Administration (SSA). Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance.

2. Penalties for Failing to Consent [24 CFR 5.232]

If any family member who is required to sign a consent form fails to do so, the HRHA will deny admission to applicants and terminate assistance of participants.

The family may request an informal review (applicants) or informal hearing (participants) in accordance with HRHA procedures.

B. Overview Of Verification Requirements

1. HUD's Verification Hierarchy

HUD authorizes the HRHA to use five methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires the HRHA to use the most reliable form of verification that is available and to document the reasons when the HRHA uses a lesser form of verification.

In order of priority, the forms of verification that the HRHA will use are:

- Upfront Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) System whenever available
- Upfront Income Verification (UIV) using non-HUD system
- Written Third-party Verification
- Written Third Party Verification Form
- Oral Third-party Verification
- Tenant Declaration

Each of the verification methods is discussed in subsequent sections below.

2. Requirements for Acceptable Documents

Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 calendar days of the date they are requested from HRHA. The documents must not be damaged, altered or in any way illegible.

The HRHA will accept documents dated within 60 days from the date of the interview if the document represents the most recent scheduled report from a source. For example, if the holder of a pension annuity provides semi-annual reports, the HRHA would accept the most recent report.

Print-outs from web pages are considered original documents.

The HRHA staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy. Any family self-certifications must be made in a format acceptable to the HRHA and must be signed in the presence of a HRHA representative.

3. File Documentation

The HRHA must document in the file how the figures used in income and rent

calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the HRHA has followed all of the verification policies set forth in this plan.

The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

C. Enterprise Income Verification (EIV)

Enterprise income verification (EIV) refers to the HRHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. EIV will be used to the extent that these systems are available to the HRHA.

The HRHA will inform all applicants and participants of its use of the following EIV resources during the admission and reexamination process:

HUD's EIV system

The HRHA must restrict access to and safeguard EIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and EIV-generated information. In case of disputes, no adverse action can be taken against a family until the HRHA has independently verified the EIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the HRHA if requested.

1. Definition of Substantial Difference

EIV information is used differently depending upon whether there is a *substantial difference* between information provided by the family and the EIV information. In "HUD Guidelines for Projecting Annual Income When EIV Data is Available" [HUD website, April 2004], HUD recommends using \$200 per month as the threshold for a substantial difference. The HRHA will therefore use \$200 per month as the threshold for a substantial difference. See HRHA's policy on the use of EIV to project annual income.

2. When No Substantial Difference Exists

If EIV information does not differ substantially from family information, the EIV documentation may serve as third-party written verification.

3. When a Substantial Difference Exists

When there is a substantial difference between the information provided by the EIV source and the family, the HRHA must request another form of third-party written verification and use any other verification methods (in priority order) to

reconcile the difference(s).

4. Use of HUD's Enterprise Income Verification (EIV) System

HUD's EIV system contains data showing earned income, Unemployment Benefits, and Social Security and SSI benefits for participant families.

HUD requires the HRHA to use the EIV system when available. The following policies will apply when the HRHA has access to HUD's EIV system. The EIV system contains two main components: tenant income data reports and "exceeds threshold" reports.

5. Enterprise Income Verification (EIV) Reports

The data shown on EIV reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

The HRHA will obtain EIV reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process. EIV reports will be compared to family-provided information as part of the annual reexamination process. EIV reports may be used in the calculation of annual income, reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between EIV reports and family-provided information will be resolved as described in this chapter. EIV reports will be used in interim reexaminations when it is necessary to verify and calculate earned income, unemployment benefits, Social Security and/or SSI benefits. EIV reports will be retained in participant files with the applicable annual or interim reexamination documents. When the HRHA determines through EIV reports and third party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to Program Integrity.

6. EIV Identity Verification

The EIV system verifies tenant identities against SSA records. These records are compared to PIC data for a match on Social Security number, name, and date of birth. When identity verification for a participant fails, a message will be displayed within the EIV system and no income information will be displayed.

HRHA will identify participants whose identity verification has failed as part of the annual reexamination process. HRHA will attempt to resolve PIC/SSA discrepancies by reviewing file documents. When the HRHA determines that discrepancies exist due to HRHA errors such as spelling errors or incorrect birth dates, the errors will be corrected promptly

D. Written Third Party Verification

An original or authentic document generated by a third party source dated

either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is HUD's position that such tenant-provided documents are written third party verification since these documents originated from a third party source. HRHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

HRHA is required to obtain at a minimum, two current and consecutive pay stubs for determining annual income from wages. For new income sources or when two pay stubs are not available, HRHA shall project income based on the information from a traditional written third party verification form or the best available information.

Note: Documents older than 60 days (from the HRHA interview/determination or request date) are acceptable for confirming effective dates of income.

E. Written Third-Party Verification Form And Oral Verification

1. Reasonable Effort and Timing

Written third party verification forms, are also known as traditional third party verification. These are standardized forms to collect information from a third party source.

Unless third-party verification is not required as described above, HUD requires the HRHA to make at least two unsuccessful attempts to obtain third-party verification before using another form of verification.

The HRHA will diligently seek third-party verification using a combination of written and oral requests to verification sources. Information received orally from third parties may be used either to clarify information provided in writing by the third party or as independent verification when written third-party verification is not received in a timely manner. The HRHA may mail, fax, e-mail, use the work number, request information from EIV, or hand deliver third-party written

verification requests directly to the third party source and will accept third-party responses using any of these methods. The HRHA will make two attempts to verify income amounts.

The first attempt to verify information will be UIV, the second can be any one of the above or by telephone. The type of income may help determine the best way to request needed information. A record of each attempt to contact the third-party source (including no-answer calls) and all contacts with the source will be documented in the file.

Regarding third-party oral verification, HRHA staff will record in the family's file the name and title of the person contacted, the date and time of the conversation or visit to the third party (or attempt), the telephone number used, and the facts provided. When any source responds verbally to the initial written request for verification the HRHA will accept the verbal response as oral verification but will also request that the source complete and return any verification forms that were provided. If a third party agrees to confirm in writing the information provided orally, the HRHA will wait no more than a total of 7 days for the information to be provided. If the information is not provided by the 8th day, the HRHA will use any information provided orally in combination with reviewing family-provided documents.

2. When Third-Party Information is Late

If the HRHA later receives third-party verification that differs from the amounts used in income and rent determinations and it is past the deadline for processing the reexamination, the HRHA will conduct an interim reexamination to adjust the figures used for the reexamination, regardless of the HRHA's interim reexamination policy.

F. When Third-Party Verification is Not Required

1. Primary Documents

Third-party verification is not required when legal documents are the primary source, such as a birth certificate or other legal documentation of birth.

2. Certain Assets and Expenses

The HRHA will accept a self-certification from a family as verification of assets disposed of for less than fair market value. The HRHA will determine that third-party verification is not available if the asset or expense involves an insignificant amount, making it not cost-effective or reasonable to obtain third-party verification.

The HRHA will use review of documents in lieu of requesting third-party verification when the market value of an individual asset or an expense is less than \$500 and the family has original documents that support the declared amount.

3. Certain Income, Asset and Expense Sources

The HRHA will determine that third-party verification is not available when it is known that an income source does not have the ability to provide written or oral third-party verification.

For example, the HRHA will rely upon review of documents when the HRHA determines that a third party's privacy rules prohibit the source from disclosing information.

The HRHA also will determine that third-party verification is not available when there is a service charge for verifying an asset or expense *and* the family has original documents that provide the necessary information. If the family cannot provide original documents, the HRHA will pay the service charge required to obtain third-party verification, unless it is not cost effective in which case a self-certification will be acceptable as the only means of verification.

The cost of verification will not be passed on to the family. The cost of postage and envelopes to obtain third-party verification of income, assets, and expenses is not an unreasonable cost

G. Using Review of Documents as Verification

The HRHA may also review documents when necessary to help clarify information provided by third parties. In such cases the HRHA will document in the file how the HRHA arrived at a final conclusion about the income or expense to include in its calculations.

H. Tenant Declaration

When information cannot be verified by UIV, by review of documents or by third party, family members will be required to submit self-certifications attesting to the accuracy of the information they have provided to the HRHA . The tenant must submit an affidavit or notarized statement of reported income and/or expenses to HRHA . This verification method will be used as a last resort when HRHA has not been successful in obtaining information via all other verification techniques. The HRHA may require a family to certify that a family member does not receive a particular type of income or benefit.

The self-certification must be made in a format acceptable to the HRHA and must be signed by the family member whose information or status is being verified. All self-certifications must be signed in the presence of a HRHA representative or

HRHA notary public. All self certifications must be notarized.

When HRHA relies on tenant declaration, HRHA will document in the tenant file why third party verification was not available.

I. Exceptions To Third Party Verification Requirements

HUD is aware that in some situations, third party verification is not available for a variety of reasons. Oftentimes, HRHA may have made numerous attempts to obtain the required verifications with no success, or it may not be cost effective obtain third party verification of income, assets or expenses when the impact on total tenant payment is minimal. In these cases, HRHA is **required to document in the family file the reason(s) why third party verification was not available.**

The exception to third party verifications can be found at 24 CFR §960.259 (c)(1) and §982.516 (a)(2), which states, "The PHA must obtain and document in the family file third party verification of the following factors, **or must document in the file why third party verification was not available.**"

J. Verification Of Legal Identity

The HRHA will require families to furnish verification of legal identity for each household member.

Verification of Legal Identity for Adults	Verification of Legal Identity for Children
Certificate of birth, naturalization papers Church issued baptismal certificate Current, valid driver's license or Department of Motor Vehicles identification card U.S. military discharge (DD 214) U.S. passport Employer identification card	Certificate of birth Adoption papers Custody agreement Health and Human Services ID School records

If a document submitted by a family is illegible or otherwise questionable, more than one of these documents may be required.

If none of these documents can be provided and at the HRHA's discretion, a third party who knows the person may attest to the person's identity. The certification must be provided in a format acceptable to the HRHA and be signed in the presence of a HRHA representative or HRHA notary public. Legal identity will be verified as required.

1. Social Security Numbers [24 CFR 5.216]

For every family member, the family must provide documentation of a valid Social Security Number (SSN), or a self-certification stating that no SSN has been issued. The self-certification must be executed personally by any family member 18 or older, or by a parent or guardian for a minor.

The HRHA requires review of the original SS number; however, HRHA will also accept the following documents as evidence if the SSN is provided on the document:

- Driver's license
- Other identification card issued by a federal, state, or local agency, a medical insurance company or provider, or employer or trade union
- Payroll stubs
- Benefit award letters from government agencies; retirement benefit letters; life insurance policies
- Court records (real estate, tax notices, marriage and divorce, judgment or bankruptcy records)

If the family reports an SSN but cannot provide acceptable documentation of the number, the HRHA will require a self-certification stating that documentation of the SSN cannot be provided at this time. The HRHA will require documentation of the SSN within 60 calendar days from the date of the family member's self-certification mentioned above. If the family is an applicant, assistance cannot be provided until proper documentation of the SSN is provided.

The HRHA will instruct the family to obtain a duplicate card from the local Social Security Administration (SSA) office. For individuals who are at least 62 years of age and are unable to submit the required documentation of their SSN within the initial 60-day period, the HRHA will grant an additional 60 calendar days to provide documentation.

Social Security Numbers must be verified only once during continuously-assisted occupancy. If any family member obtains an SSN after admission to the program, the new SSN must be disclosed at the next regularly scheduled reexamination.

The social security numbers of household members, such as live-in aids, must be verified for the purpose of conducting criminal background checks.

HUD requires all PHA residents to have a social security number, except those not eligible for subsidy.

2. Documentation Of Age

A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of social security retirement benefits cannot be provided, the HRHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license if birth year is recorded) and to provide a self-certification.

Age must be verified only once during continuously-assisted occupancy.

3. Family Relationships

Applicants and program participants are required to identify the relationship of each household member to the head of household. Definitions of the primary household relationships are provided in the Eligibility chapter.

Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

4. Marriage

Certification by the head of household is normally sufficient verification. If the HRHA has reasonable doubts about a marital relationship, the HRHA will require the family to document the marriage.

A marriage certificate generally is required to verify that a couple is married.

In the case of a common law marriage, the couple must demonstrate that they hold themselves to be married (e.g., by telling the community they are married, calling each other husband and wife, filing joint income tax returns).

5. Separation Or Divorce

Certification by the head of household is normally sufficient verification. If the HRHA has reasonable doubts about a separation or divorce, the HRHA will require the family to document the divorce, or separation.

A certified copy of a divorce decree, signed by a court officer, is required to document that a couple is divorced.

A copy of a court-ordered maintenance or other court record is required to document a separation.

If no court document is available, documentation from a community-based agency will be accepted.

6. Absence Of Adult Member

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

7. Foster Children And Foster Adults

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required.

8. Children

In cases where the birth certificate indicates that the parent of the child is not a household member, HRHA will require documentation that an adult family member has legal custody of the child. Verification from the courts, a state or local government agency or a legal document (such as that drawn up by an attorney when the parent is temporarily absent for military or incarceration) will be required. In addition, if there is some question regarding whether the child is actually living in the unit, HRHA may obtain school records to validate that the child is living in the unit.

9. Verification Of Student Status

The HRHA requires families to provide information about the student status of all students who are 18 years of age or older. This information will be verified only if:

- a) The family claims full-time student status for an adult other than the head, spouse, or co-head, or The family claims a child care deduction to enable a family member to further his or her education.
- b) The family claims income exclusion because the student is receiving earned income and only the first \$480 is included as income.

K. Documentation Of Disability

The HRHA must verify the existence of a disability in order to allow certain income disallowances and deductions from income.

The HRHA is not permitted to inquire about the nature or extent of a person's disability [24 CFR 100.202(c)]. The HRHA may not inquire about a person's

diagnosis or details of treatment for a disability or medical condition. If the HRHA receives a verification document that provides such information, the HRHA will not place this information in the tenant file. Under no circumstances will the HRHA request a participant's medical record(s). For more information on health care privacy laws, see the Department of Health and Human Services' website at www.os.dhhs.gov. The above cited regulation does not prohibit the following inquiries, provided these inquiries are made of all applicants, whether or not they are persons with disabilities:

- Inquiry into an applicant's ability to meet the requirements of ownership or tenancy
- Inquiry to determine whether an applicant is qualified for a dwelling available only to persons with disabilities or to persons with a particular type of disability
- Inquiry to determine whether an applicant for a dwelling is qualified for a priority available to persons with disabilities or to persons with a particular type of disability
- Inquiring whether an applicant for a dwelling is a current illegal abuser or addict of a controlled substance
- Inquiring whether an applicant has been convicted of the illegal manufacture or distribution of a controlled substance

1. Family Members Receiving SSA Disability Benefits

Verification of the receipt of disability benefits from the Social Security Administration (SSA) is sufficient verification of disability for the purpose of qualifying for waiting list preferences (if applicable) or certain income disallowances and deductions].

For family members claiming disability who receive disability benefits from the SSA, the HRHA will attempt to obtain information about disability benefits through the HUD Enterprise Income Verification (EIV) system when it is available. If documentation from HUD's EIV System is not available, the HRHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member claiming disability status.

If the family is unable to provide the document(s), the HRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant or participant receives the benefit verification letter they will be required to provide it to the HRHA .

2. Family Members Not Receiving SSA Disability Benefits

Receipt of veteran's disability benefits, worker's compensation, or other non-SSA benefits based on the individual's claimed disability are not sufficient

verification that the individual meets HUD's definition of disability in 24 CFR 5.603.

For family members claiming disability who do not receive disability benefits from the SSA, a knowledgeable professional must provide third-party verification that the family member meets the HUD definition of disability. See the Eligibility chapter for the HUD definition of disability. The knowledgeable professional will verify whether the family member does or does not meet the HUD definition.

L. Citizenship Or Eligible Immigration Status [24 CFR 5.508]

1. Overview

Housing assistance is not available to persons who are not citizens, nationals, or eligible immigrants. Prorated assistance is provided for "mixed families" containing both eligible and ineligible persons. A detailed discussion of eligibility requirements is in the Eligibility chapter. This verifications chapter discusses HUD and HRHA verification requirements related to citizenship status. The family must provide a certification that identifies each family member as a U.S. citizen, a U.S. national, an eligible noncitizen or an ineligible noncitizen and submit the documents discussed below for each family member. Once eligibility to receive assistance has been verified for an individual it need not be collected or verified again during continuously-assisted occupancy. Verification of non-citizens having temporary status will need to be re-verified prior to the expiration date. [24 CFR 5.508(g) (5)]

2. U.S. Citizens and Nationals

HUD requires a declaration for each family member who claims to be a U.S. citizen or national. The declaration must be signed personally by any family member 18 or older and by a guardian for minors. The HRHA may request verification of the declaration by requiring presentation of a birth certificate, United States passport or other appropriate documentation.

Family members who claim U.S. citizenship or national status will be required to provide additional documentation such as a birth certificate

HUD may modify regulations to require that the citizenship status of all residents be verified. If this regulation is implemented, HRHA will require that the birth certificate or other government issued verification of citizenship status be provided for all family members.

3. Eligible Immigrants

4. Documents Required

All family members claiming eligible immigration status must declare their status in the same manner as U.S. citizens and nationals. The documentation required for eligible non-citizens varies depending upon factors such as the date the person entered the U.S., the conditions under which eligible immigration status has been granted, age, and the date on which the family began receiving HUD-funded assistance. Exhibit 7-2 at the end of this chapter summarizes documents family members must provide.

5. HRHA Verification

For family members age 62 or older who claim to be eligible immigrants, proof of age is required described in this plan. No further verification of eligible immigration status is required. For family members under the age of 62 who claim to be eligible immigrants, the HRHA must verify immigration status with the United States Citizenship and Immigration Services (USCIS). The HRHA will follow all USCIS protocols for verification of eligible immigration status.

6. Verification Of Preference Status

The HRHA must verify any preferences claimed by an applicant.

The HRHA will offer a preference to any family that has been terminated from its HCV program due to insufficient program funding. The HRHA will verify this preference using the HRHA's termination records.

M. Verifying Income And Assets

This section describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets and income reported by the family must be verified. This part provides HRHA policies that supplement the general verification procedures specified in this chapter.

1. Earned Income

Tips

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year. HRHA may require the family to provide a copy of its income tax return to support the declaration.

2. Business And Self-Employment Income

Business owners and self-employed persons will be required to provide: An

audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year. If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

The HRHA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations. At any reexamination the HRHA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements. If a family member has been self-employed less than three (3) months, the HRHA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve (12) months the HRHA will require the family to provide documentation of income and expenses for this period and use that information to project income.

3. Periodic Payments And Payments In Lieu Of Earnings

4. Social Security/SSI Benefits

To verify the SS/SSI benefits of applicants, the HRHA will request a current (dated within the last 60 days) SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s), the HRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the applicant has received the benefit verification letter they will be required to provide it to the HRHA .

To verify the SS/SSI benefits of participants, the HRHA will obtain information about social security/SSI benefits through the HUD EIV System.

If benefit information is not available in HUD systems, the HRHA will request a current SSA benefit verification letter from each family member that receives social security benefits. If the family is unable to provide the document(s) the HRHA will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from www.ssa.gov. Once the participant has received the benefit verification letter they will be required to provide it to the HRHA .

5. Alimony Or Child Support

The way the HRHA will seek verification for alimony and child support differs depending on whether the family declares that it receives regular payments.

If the family declares that it *receives regular payments*, verification will be sought in the following order. If payments are made through a state or local entity, the HRHA will request a record of payments for the past 12 months and request that the entity disclose any known information about the likelihood of future payments.

Third-party verification from the person paying the support

Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules .

Copy of the latest check and/or payment stubs.

Family's self-certification of amount received and of the likelihood of support payments being received in the future, or that support payments are not being received.

If the family declares that it *receives irregular or no payments*, in addition to the verification process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include:

A statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts if the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts.

Note: Families are not required to undertake independent enforcement action.

6. Assets And Income From Assets

Assets Disposed of for Less than Fair Market Value

The family must certify whether any assets have been disposed of for less than fair market value in the preceding two years. The HRHA needs to verify only those certifications that warrant documentation.

The HRHA will verify the value of assets disposed of only if:

The HRHA does not already have a reasonable estimation of its value from previously collected information, or

The amount reported by the family in the certification appears obviously in error.

Example 1: An elderly participant reported a \$10,000 certificate of deposit at the last annual reexamination and the HRHA verified this amount. Now the person reports that she has given this \$10,000 to her son. The HRHA has a reasonable estimate of the value of the asset; therefore, re-verification of the value of the asset is not necessary.

Example 2: A family member has disposed of its 1/4 share of real property located in a desirable area and has valued her share at approximately 5,000. Based upon market conditions, this declaration does not seem realistic. Therefore, the HRHA will verify the value of this asset.

7. Net Income From Rental Property

The family must provide:

- a. A current executed lease for the property that shows the rental amount or certification from the current tenant
- b. A self-certification from the family members engaged in the rental of property providing an estimate of expenses for the coming year and the most recent IRS Form 1040 with Schedule E (Rental Income). If schedule E was not prepared, the HRHA will require the family members involved in the rental of property to provide a self-certification of income and expenses for the previous year and may request documentation to support the statement including: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.

8. Retirement Accounts

When third-party verification is not available the type of original document that will be accepted depends upon the family member's retirement status.

- a. *Before* retirement, the HRHA will accept an original document from the entity holding the account with a date that shows it is the most recently scheduled statement for the account but in no case earlier than 6 months from the effective date of the examination.
- b. *Upon* retirement, the HRHA will accept an original document from the entity holding the account that reflects any distributions of the account balance, any lump sums taken and any regular payments.
- c. *After* retirement, the HRHA will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments.

9. Income From Excluded Sources

The HRHA must obtain verification for income exclusions only if, without verification, the HRHA would not be able to determine whether the income is to be excluded. For example: If a family's 16 year old has a job at a fast food restaurant, the HRHA will confirm that HRHA records verify the child's age but will not send a verification request to the restaurant. However, if a family claims the earned income disallowance for a source of income, both the source and the income must be verified.

The HRHA will reconcile differences in amounts reported by the third party and the family only when the excluded amount is used to calculate the family share (as is the case with the earned income disallowance). In all other cases, the HRHA will report the amount to be excluded as indicated on documents provided by the family.

10. Zero Annual Income Status

Families claiming to have no annual income will be required to execute verification forms to determine that certain forms of income such as Unemployment Benefits, TANF, SSI, etc. are not being received by the household. In addition, families claiming to have no income may be required to provide verification of their expenses, to determine how the family is able to subsist on no income.

N. Dependent And Elderly/Disabled Household Deductions

The dependent and elderly/disabled family deductions require only that the HRHA verify that the family members identified as dependents or elderly/disabled persons meet the statutory definitions. No further verifications are required.

1. Dependent Deduction

The HRHA will verify that:

- a. Any person under the age of 18 for whom the dependent deduction is claimed is not the head, spouse, or co-head of the family and is not a foster child
- b. Any person age 18 or older for whom the dependent deduction is claimed is not a foster adult or live-in aide, and is a person with a disability or a full time student

2. Elderly/Disabled Family Deduction

See Eligibility chapter for a definition of elderly and disabled families and for a discussion of the deduction. The HRHA will verify that the head, spouse, or co-head is 62 years of age or older or a person with disabilities.

3. Medical Expense Deduction

The amount of the deduction will be verified following the standard verification procedures.

4. Amount of Expense

The HRHA will provide a third-party verification form directly to the medical provider requesting the needed information.
Medical expenses will be verified through:

Third-party verification form signed by the provider, when possible. If third-party is not possible, copies of cancelled checks used to make medical expense payments and/or printouts or receipts from the source will be used. In this case the HRHA will make a best effort to determine what expenses from the past are likely to continue to occur in the future. The HRHA will also accept evidence of monthly payments or total payments that will be due for medical expenses during the upcoming 12 months.

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred during the upcoming 12 months

In addition, the HRHA must verify that:

- a. The household is eligible for the deduction and the costs to be deducted are qualified medical expenses.
- b. The expenses are not paid for or reimbursed by any other source.
- c. Costs incurred in past years are counted only once.

5. Eligible Household

The medical expense deduction is permitted only for households in which the head, spouse, or co-head is at least 62, or a person with disabilities. The HRHA will verify that the family meets the definition of an elderly or disabled family provided in the Eligibility chapter.

6. Qualified Expenses

To be eligible for the medical expenses deduction, the costs must qualify as medical expenses.

7. Unreimbursed Expenses

To be eligible for the medical expenses deduction, the costs must not be reimbursed by another source.

The family will be required to certify that the medical expenses are not paid or reimbursed to the family from any source.

8. Expenses Incurred in Past Years

When anticipated costs are related to on-going payment of medical bills incurred in past years, the HRHA will verify:

- The anticipated repayment schedule
- The amounts paid in the past, and
- Whether the amounts to be repaid have been deducted from the family's annual income in past years

O. Disability Assistance Expenses

See Policies related to disability assistance expenses. The amount of the deduction will be verified following the standard verification procedures described in the Amount of Expense section.

1. Attendant Care

The HRHA will provide a third-party verification form directly to the care provider requesting the needed information. Expenses for attendant care will be verified through:

Third-party verification form signed by the provider, when possible

If third-party is not possible, copies of cancelled checks used to make attendant care payments and/or receipts from care source

If third-party or document review is not possible, written family certification as to costs anticipated to be incurred for the upcoming 12 months.

2. Auxiliary Apparatus

Expenses for auxiliary apparatus will be verified through:

- a. Third-party verification of anticipated purchase costs of auxiliary apparatus
- b. If third-party is not possible, billing statement for purchase of auxiliary apparatus, or other evidence of monthly payments or total payments that will be due for the apparatus during the upcoming 12 months
- c. If third-party or document review is not possible, written family certification of

estimated apparatus costs for the upcoming 12 months

In addition, the HRHA must verify that:

- a. The family member for whom the expense is incurred is a person with disabilities.
- b. The expense permits a family member, or members, to work.
- c. The expense is not reimbursed from another source.
- d. The expense does not exceed the amount of the earned income of the individual freed for work.

3. Family Member is a Person with Disabilities

To be eligible for the disability assistance expense deduction, the costs must be incurred for attendant care or auxiliary apparatus expense associated with a person with disabilities. The HRHA will verify that the expense is incurred for a person with disabilities.

4. Family Member(s) Permitted to Work

The HRHA must verify that the expenses claimed actually enable a family member, or members, (including the person with disabilities) to work.

The HRHA will seek third-party verification from a Rehabilitation Agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work.

If third-party and document review verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.

5. Unreimbursed Expenses

To be eligible for the disability expenses deduction, the costs must not be reimbursed by another source.

- a. An attendant care provider will be asked to certify that, to the best of the provider's knowledge, the expenses are not paid by or reimbursed to the family from any source.
- b. The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

P. Child Care Expenses

The amount of the deduction will be verified following the standard verification procedures. In addition, the HRHA must verify that:

- The child is eligible for care.
- The costs claimed are not reimbursed.
- The costs enable a family member to pursue an eligible activity.
- The costs are for an allowable type of child care.
- The costs are reasonable if seeking employment or furthering education.

1. Eligible Child

To be eligible for the child care deduction, the costs must be incurred for the care of a child under the age of 13. The HRHA will verify that the child being cared for (including foster children) is under the age of 13.

2. Unreimbursed Expense

To be eligible for the child care deduction, the costs must not be reimbursed by another source.

The child care provider will be asked to certify that, to the best of the provider's knowledge, the child care expenses are not paid by or reimbursed to the family from any source. The family will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source.

3. Pursuing an Eligible Activity

The HRHA must verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.

a. Information to be Gathered

- i. The HRHA will verify information about how the schedule for the claimed activity relates to the hours of care provided, the time required for transportation, the time required for study (for students), the relationship of the family member(s) to the child, and any special needs of the child that might help determine which family member is enabled to pursue an eligible activity.

b. Seeking Work

- i. Whenever possible the HRHA will use documentation from a state or

local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the HRHA will request verification from the agency of the member's job seeking efforts to date and require the family to submit to the HRHA any reports provided to the other agency.

- ii. In the event third-party verification is not available, the HRHA will provide the family with a form on which the family member must record job search efforts. The HRHA will review this information at each subsequent reexamination for which this deduction is claimed.

c. **Furthering Education**

- i. The HRHA will ask that the academic or vocational educational institution verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered.

d. **Gainful Employment**

- i. The HRHA will seek verification from the employer of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family members may be verified.

4. **Allowable Type of Child Care**

The type of care to be provided is determined by the family, but must fall within certain guidelines.

- a. HRHA will verify that the type of child care selected by the family is allowable.
- b. HRHA will verify that the fees paid to the child care provider cover only child care costs (e.g., no housekeeping services or personal services) and are paid only for the care of an eligible child (e.g., prorated costs if some of the care is provided for ineligible family members).
- c. HRHA will verify the child care provider is not a family member residing in the household. Verification will be made through the head of household's declaration of family members who are expected to reside in the unit.

5. **Reasonableness of Expenses**

Only reasonable child care costs can be deducted.

- a. If the family presents a justification for costs that exceed typical costs in the area, the HRHA will request additional documentation, as required, to support a determination that the higher cost is appropriate.

**SUMMARY OF DOCUMENTATION REQUIREMENTS
FOR NONCITIZENS [PH GB, pp. 5-9 and 5-10]**

- All noncitizens claiming eligible status must sign a declaration of eligible immigrant status on a form acceptable to the HRHA .
- Except for persons 62 or older, all noncitizens must sign a verification consent form
- Additional documents are required based upon the person's status.

Elderly Noncitizens

- A person 62 years of age or older who claims eligible immigration status also must provide proof of age such as birth certificate, passport, or documents showing receipt of SS old-age benefits.

All other Noncitizens

- Noncitizens that claim eligible immigration status also must present the applicable USCIS document. Acceptable USCIS documents are listed below.

- Form I-551 Alien Registration Receipt Card (for permanent resident aliens)
- Form I-94 Arrival-Departure Record annotated with one of the following:
- "Admitted as a Refugee Pursuant to Section 207"
- "Section 208" or "Asylum"
- "Section 243(h)" or "Deportation stayed by Attorney General"
- "Paroled Pursuant to Section 221 (d)(5) of the USCIS"

- Form I-94 Arrival-Departure Record with no annotation accompanied by:
- A final court decision granting asylum (but only if no appeal is taken);
- A letter from a USCIS asylum officer granting asylum (if application is filed on or after 10/1/90) or from a USCIS district director granting asylum (application filed before 10/1/90);
- A court decision granting withholding of deportation; or
- A letter from an asylum officer granting withholding or deportation (if application filed on or after 10/1/90).

- Form I-688 Temporary Resident Card annotated "Section 245A" or Section 210".

- Form I-688B Employment Authorization Card annotated "Provision of Law 274a. 12(11)" or "Provision of Law 274a.12".

- A receipt issued by the USCIS indicating that an application for issuance of a replacement document in one of the above listed categories has been made and the applicant's entitlement to the document has been verified; or
- Other acceptable evidence. If other documents are determined by the USCIS to constitute acceptable evidence of eligible immigration status, they will be announced by notice published in the *Federal Register*

Hopewell Redevelopment and Housing Authority

DWELLING LEASE



It is the policy of the Hopewell Redevelopment and Housing Authority to provide services without the regard to race, color, religion, national origin, elderliness, sex, familial status, or handicap.

** * **

If needed, a large print copy of this document or other assistance with this material can be provided.

HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY DWELLING LEASE

<u>Table of Contents</u>	<u>Page Number</u>
Household Composition	Page 4
Term	Page 4
Rent	Page 4
Security Deposit	Page 4
Utilities and Appliances	Page 5
Utility Allowances	Page 5
Charges for Excess Appliances	Page 5
Addenda	Page 5
Definitions	Page 5
Lease Term	Page 6
Payment of Rent	Page 6
Security Deposit	Page 6
Utilities	Page 7
Damage and Repair	Page 7
Redetermination of Rent, Dwelling Size and Eligibility	Page 7
Obligations of Landlord	Page 8
Inspection and Entry of Unit	Page 9
Notices	Page 9
Termination of Lease	Page 9
Hardship in Paying Rent	Page 12
Grievance Procedure	Page 12
Inoperable Automobiles	Page 12
Vacation of Unit	Page 12
Cost of Legal Proceedings	Page 12
Changes	Page 13
Obligations of Tenants	Page 13
Transfers	Page 15
Occupancy	Page 15
Defects hazardous to life, health, or safety of Tenant	Page 15

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

Violence Against Women Act (VAWA)	Page 16
Liability	Page 16
Waiver	Page 16
Non-Waiver of Rights, Effect Of Execution Of This Lease With Respect	Page 16
Existing Tenants	Page 16
Incorporation	Page 16
Controlling Law	Page 16
Discrimination Prohibited	Page 16
Severability	Page 16
Tenants Certification / Signature	Page 17
RULES AND REGULATIONS	Addendum A
MOLD ADDENDUM	Addendum B
SATELLITE DISH/ANTENNA ADDENDUM	Addendum C
BEDBUG ADDENDUM	Addendum D
PET POLICY ADDENDUM	Addendum E
Documentation for Companion/Service Animals	
<i>Supplement 1 – Preliminary Request for a Reasonable Accommodation</i>	
<i>Supplement 2– Authorization for Release of Medical Information</i>	
<i>Supplement 3 - Release of Medical Information</i>	

HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY DWELLING LEASE

PART 1 OF THE DWELLING LEASE AGREEMENT

THIS LEASE, made this _____ day of _____, 20____, by and between HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY (hereinafter called "Landlord" or "HRHA"), and _____, and _____, hereinafter called "Tenant" and "Co-Tenant", respectively).

Landlord, relying upon the representations by Tenant as to Tenant's household composition, employment, and the income of Tenant, and Tenant's household, and in consideration of the rental hereby reserved, does hereby lease to Tenant, and Tenant does hereby rent from Landlord, upon the terms of this Lease, Unit No. _____, (hereinafter called the "Unit"), located at _____ (hereinafter called the "Community"), situated in the City of Hopewell, Virginia, upon the terms and conditions set forth herein.

PART I OF THE DWELLING LEASE AGREEMENT

A) Household Composition: Tenant's household is composed of the individuals listed below. (List natural family members before live-in aides or foster children.) All members of the family over age 18 cannot be an occupant only.

Name	Relationship	Age & Birthdate	Social Security #
1.	Head		
2.			
3.			
4.			
5.			
6.			
7.		____/____/____	____-____-____
8.		____/____/____	____-____-____

B) Term: The term of this lease shall be one calendar year and shall commence on _____. The lease term will be month-to-month after the initial lease term.

C) Rent:

Initial Rent (prorated for partial month) shall be \$ _____.
Thereafter, Rent in the amount of \$ _____ per month ("Rent") shall be payable, in advance, on the first day of each month, and shall be delinquent after the fifth (5th) day of said month and, if applicable, a utility reimbursement of \$ _____ per month (if applicable) shall be paid to the utility supplier by HRHA for Tenant. Rent is due each month until changed as described in Part II, Paragraph 6 of the Lease.

Tenant has elected to pay ☐ Income based rent ☐ Flat rent.

D) Security Deposit:

Tenant agrees to pay _____ as a security deposit. See Paragraph 3 of Part II of this Lease for information on treatment of the Security Deposit.

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

E) Utilities and Appliances: HRHA-Supplied Utilities:

If indicated by an (X) below, HRHA provides the indicated utility as part of the Rent for the Unit:

(x) Natural Gas () Heating Fuel (x) Water (x) Sewerage

Other: _____

If indicated by an (X), HRHA shall provide the following appliances for the premises:

(x) Cooking Range (x) Refrigerator

F) Utility Allowances: Tenant-Paid Utilities:

If indicated by an (X) below, HRHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$__ for the following utilities:

() Electricity () Gas () Heat () Water () Sewerage () Trash removal

G) Charges for Excess Appliances: Charges for excess appliances are due per the following:

Air Conditioners: An additional charge of \$__25__ per month will be payable for each air conditioner in the Unit for each month of occupancy. (Applies to residents of Kippax Place only)

Other Appliances: If checked below, an additional charge of \$25 per month for each month of occupancy for each excess appliance on the premises.

The resident must receive written approval from HRHA to use excess appliances.

HRHA reserves the right to deny use of excess appliances.

() Freezer, type _____ () Extra Refrigerator

() Air conditioner not exceeding _____ BTUs

() Dryer

() Other: _____

H) Addenda Applicable to this Lease:

HRHA Rules and Regulations

Mold Addendum

Pet Policy Addendum

Satellite Addendum

Bed Bug Addendum

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

PART 2 OF THE DWELLING LEASE AGREEMENT

DEFINITIONS

"ACOP" means HRHA's Admissions and Continued Occupancy Policy.

"Adult" means an individual 18 years of age or older.

"Premises" means Unit and all common areas in the Community.

"Public Housing Premises" means any public housing operated by Landlord.

"Rent" means all money, other than a Security Deposit or Pet Deposit, owed or paid to HRHA under the Lease, including prepaid Rent paid more than one month in advance of the rent due date.

"Unit" means the address identified above, including equipment and yard, assigned to the Head of Household.

1. Lease Term:

This Lease occupancy is for one year; provided, however, that in the absence of a Notice of Termination of Lease described in Paragraph 10 below, this Lease will be automatically renewed for one year. No unilateral change in the terms of a rental agreement by a landlord or tenant shall be valid unless (i) notice of the change is given in accordance with the terms of the rental agreement or as otherwise required by law and (ii) both parties consent in writing to the change.

2. Payment of Rent:

Monthly Rent for the unit shall be due and payable in advance on the first day of each month, without demand therefore, and shall be paid at the Hopewell Redevelopment and Housing Authority payment drop box located at 350 East Poythress Street, Hopewell VA 23860 or mailed to P.O. Box 1361, Hopewell, VA 23860. Payments of cash and partial payments will not be accepted. To insure proper credit, the rent payment check or money order must show the Unit Number or the address of the Unit and should be attached to the monthly rent statement. Rent for the partial month of initial occupancy shall be prorated and paid upon execution of this Lease. Rent not received by the fifth (5th) day of the month by 5:00pm (or by 5:00 p.m. of the next business day in the event the fifth (5th) day of the month falls on a weekend or holiday recognized by HRHA) will be subject Tenant to a late charge of **\$25.00**. The Tenant will be required to pay any legal fees and court costs incurred in the collection of rent due. These legal fees and court costs include but are not limited to the cost of unlawful detainers, writs of possession and the costs associated with their service. Postmarks or other evidence of deposit in the United States mail shall not be considered in determining the time of receipt of any item. Late charges shall be due and collectible on the first day of the month following the assessment of the late charge. Manger shall not be responsible for the failure of the United States Postal Service to deliver Rent payments by the fifth of the month. HRHA shall apply payments received to the oldest amount due. Tenant shall pay a returned check fee in the amount of Ten dollars (**\$10.00**) for any check returned for insufficient funds. Thereafter, Tenant shall be required to make all future payments by cashier's check or money order.

3. Security Deposit:

Tenant agrees to pay at the time of signing the Lease as a Security Deposit. HRHA shall hold the Security Deposit to be used at the termination of the Lease to reimburse HRHA for the cost of repairing any damage to the Premises or HRHA equipment as may be caused by Tenant, his/her household or guests, and to be applied against any Rent owed to HRHA by Tenant at termination. Any portion of Security Deposit and earned interest not used for these purposes will be mailed to Tenant at the forwarding address furnished by the Tenant. Interest will be accrued on the Security Deposit which Landlord holds for thirteen (13) months or longer at the rate established by laws of the Commonwealth of Virginia. An itemized statement of deductions from the Security Deposit will be mailed to Tenant at the forwarding address no later than thirty (30) days after Tenant vacates the Unit. Tenant may not use the Security Deposit to pay Rent. The security deposit shall not exceed one month rent or such reasonable fixed amount as required by the PHA.

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

4. Utilities:

Management agrees to furnish the following utilities as reasonably necessary: heat, hot and cold running water, and electricity for lighting and general household appliances. No charge will be billed for providing these utilities unless Tenant's consumption of ELECTRICITY exceeds during any monthly utility billing period the allowance in kilowatt hours (KWH) of ELECTRICITY posted at the Management Office. Amounts billed for excess ELECTRICITY consumption shall be due and collectible on the first of the month following the notice of the charge, provided that Tenant has at least two weeks' notice. HRHA may establish a system of utility sub metering, and/or other methods of calculating costs, for one or more of those utilities that are not currently billed to Tenant for excess consumption. HRHA reserves the right to adjust the utility charges, at any time, based on increased costs, consumption and/or utility rates, as is deemed necessary at its sole discretion. Tenant shall obtain Management's written permission prior to the installation of any additional appliances noted in Part I, Paragraph G of the Lease. If Tenant is granted permission to install any additional appliances, Tenant may be required to pay all costs related to the installation of the additional appliances. Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control. Management shall not be liable for any interruption of utility services. Management may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work requiring such interruptions. Management shall act with customary diligence in making repairs and reconnections, and Rent shall not abate. All replacement electric bulbs for the unit's fixtures shall be furnished by Tenant and shall not be removed upon Tenant vacating the Unit.

A PHA may change the utility allowance at any time during the term of the lease, and shall give the Tenant 60 day's written notice of the revised allowance along with any resultant in changes in Tenant rent or utilities reimbursement.

If the Tenants actual utility bill exceeds the Allowance for Utilities, the Tenant shall be responsible for paying the actual bill to the supplier. If the Tenant's actual utility bill is LESS than the Allowance for Utilities, the Tenant shall receive the benefit of such saving.

5. Damage and Repair:

Tenant shall refrain from and shall cause his household and guests to refrain from destroying, defacing, damaging or removing any part of the Unit or the Community, or any HRHA appliances or equipment therein. Tenant shall notify Management promptly of any known need for repairs to the Unit and of any known unsafe conditions in the common areas and grounds of the Community which may lead to damage or injury. Except for normal wear and tear, Tenant agrees to pay charges for the repair of any damage to the Unit, the appliances or equipment therein, caused by Tenant, his household members, guests, or other persons under Tenant's control. Such charges shall be due and collectible fourteen (14) days after Management gives written notice of the charges to Tenant. The charges are based on the actual cost to the PHA for the labor and materials needed to complete the work. If overtime is required, overtime rates shall be charged.

Tenant agrees to pay the fire damage caused by any fire as to which the Hopewell Fire Department provides a written statement indicating that the probable cause of such fire was due to the negligence or fault of Tenant, his household or other occupants of the Unit. After-hours maintenance requests by Tenants that are not an emergency shall be billed at the current overtime rate, plus the cost of materials.

6. Redetermination of Rent, Dwelling Size and Eligibility:

Tenant agrees that all changes in family composition or income will be reported to Management within ten (10) calendar days of such change. Additions to household members, excluding births, adoptions and court awarded custody, require advanced written approval. Any additions must pass HRHA's screening criteria. Tenant must wait for HRHA approval before allowing additional persons to move into the premises.

At least once a year, when requested by Management, Tenant agrees to furnish accurate information to Management as to family income, employment and composition, for use by Management in determining whether the Rent charged to Tenant should be revised, whether the size of the Unit is still appropriate for Tenant's needs, and whether Tenant is still eligible for continued occupancy. These determinations will be made in accordance with HRHA's ACOP

HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY DWELLING LEASE

available in the Management Office. Once the new rental rate is established, it shall remain in effect until the next reexamination or renewal, unless another interim review and change is warranted or Tenant elects to change the method of rent calculation.

- A. Rent fixed in Part I, Paragraph C above or as adjusted pursuant to the terms hereof shall be effective for the period until rent redetermination unless (i) it is determined by Management that Tenant has misrepresented the facts upon which Tenant's Rent is based, in which any Rent adjustment may be made retroactive; or (ii) there has been a change in family composition or income.
- B. In the event of any adjustment, Management will provide written notice of the Rent adjustment to Tenant in accordance with Paragraph 9. In case of a Rent decrease, the adjustment will become effective the first day of the month following the change in circumstances giving rise to the adjustment, provided that Tenant has timely reported such change. In case of a Rent increase, Management will provide a minimum of thirty (30) days' notice of the increase and the adjustment will become effective on the first of the month following the 30 day notice to Tenant, provided that Tenant has timely reported such change.
- C. If Management determines that the size of the Unit is no longer appropriate to Tenant's needs, and if Management has a unit of the appropriate size available for Tenant, then Management may terminate this Lease, provided Management has offered the unit of appropriate size to Tenant. Tenant shall pay the cost of such relocation.
- D. In all cases of transfer, other than emergency, following appropriate noticing, Management will give the Tenant at least seven (7) business days within which to transfer; failure of Tenant to so transfer within seven (7) business days shall result in the assessment of prorated Rent charges for both units; failure of Tenant to accept the transfer within five (5) business days, or to complete the transfer within seven (7) business days, shall be grounds for lease termination from both units.
- E. In the case of fraud, misrepresentation, false statements or failure on the part of Tenant to disclose material facts having an effect on Management's calculation of rent, utilities, eligibility or family composition, such act(s) shall be grounds for Management to terminate this Lease.
- F. When Management re-determines the amount of rent payable by Tenant, not including determination of Management's schedule of Utility Allowances for families in the Public Housing Program, or determines that Tenant must transfer to another unit based on family composition, Tenant may ask for an explanation stating the specific grounds of Management's determination, and if Tenant does not agree with the determination, Tenant has the right to request a hearing under the Grievance Procedures referenced herein.

7. Obligations of Management:

- A. Management will keep community buildings, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep in decent, safe, and sanitary condition.
- B. Management will comply with the requirements of applicable building codes, housing codes and U.S. Department of Housing and Urban Development (HUD) regulations.
- C. Management will make necessary repairs to the Premises.
- D. Management will supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage).
- E. Management will maintain in good and safe working order the electrical, plumbing, sanitary, heating and ventilating equipment, facilities and appliances, including elevators in good and safe working order.
- F. Notify tenant of specific grounds for any adverse action by the PHA such as:
 - i. Proposed Lease termination.
 - ii. Transfer of tenant to another unit.
 - iii. Charges for maintenance or repair.
 - iv. Charges for excess utility consumption.
 - v. In the case of a proposed adverse action other than a proposed lease termination, Management shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the grievance process has been completed.
- G. When the PHA is required to afford the tenant the opportunity for a hearing under the PHA grievance procedure the notice of proposed adverse action shall inform the tenant of his/her right to request such a hearing

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

- H. In the case of a lease termination, a notice of lease termination consistent with that provision of the lease shall constitute adequate notice of the proposed adverse action.
- I. In circumstances involving domestic violence, dating violence, or stalking, the PHA may consider lease bifurcation.
- J. Management will provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the Unit by Tenant as required by this Lease.
- K. Establish reasonable pet policies.

8. Inspection and Entry of Unit:

- A. Prior to occupancy, Management (or its representative) and Tenant (or their representative) must inspect the Unit and will execute a written statement noting the condition of the Unit and the equipment provided within the unit. Tenant will be given a copy of the signed form and a copy thereof will be retained by Management in its Tenant file.

Annual inspections will be performed once a year by the property manager or designated party. Tenant must be in compliance with the Housekeeping standards at all times. Other inspections will be performed throughout the year.

Management must inspect the unit a move-out. Charges will be made for maintenance beyond normal wear and tear after inspection for damages. Management will attempt to make arrangement for the tenant to participate in the inspection. Exception made if the the tenant vacates with notice to the PHA.

- B. Tenant agrees that the duly authorized agent, employee or representative of Management will be permitted to enter the Unit for the purpose of examining the condition thereof, routine inspections and maintenance, showing premises for releasing, pest control, or making improvements or repairs. Entry made for the purposes of examination and pest control may be made only during Authority business operation hours (Generally 8:00 AM -5 PM) and with at least 2 days notice; provided, however, that Management will have the right to enter Tenant's Unit without prior notice to Tenant if Management reasonably believes that an emergency exists which requires such entry.
- C. A request for maintenance or repair by Tenant shall constitute Tenant's consent to Management, or its duly authorized agent, employee or representative, to enter the Unit, without further notice, during business hours for the purpose of making the improvements or repairs requested by Tenant. If no adult member of Tenant's household is present at the Unit at the time of an entry hereunder, Management shall leave at the Unit a written statement specifying the date, time and purpose of the entry.
- D. If the tenant is visually impaired, all notices must be in accessible format.
- E. HRHA may grant entry to local, state and federal law-enforcement officers in the performance of their duties with search or arrests warrant or in hot pursuit.

9. Notices:

Any notice required hereunder will be sufficient if delivered in writing to Tenant personally, or to an adult member of Tenant's household residing in the Unit, or if sent, postage prepaid by first-class United States mail addressed to Tenant at the Unit. Notice to Landlord must be in writing and either delivered to an employee of the Administration Office, or sent by postage prepaid first-class United States mail addressed to the Administration Office, HRHA, at P. O. Box 1361, Hopewell, Virginia 23860. If Tenant is visually impaired, all legal notices will be in an accessible format upon request. Unopened, cancelled first class mail returned by the Postal Service shall be sufficient evidence that notice was given. HRHA will not send notices to mailing addresses. Notices will only be sent to the physical address on the lease.

10. Termination of Lease:

- A. This Lease may be terminated by Tenant at any time by giving thirty (30) days advance written notice in the manner specified in Paragraph 9. Tenant agrees to pay the final month's Rent, leave the Unit and yards in a clean and good condition,

reasonable wear and tear excepted, free of Tenant's property, and to return all keys to Management when Tenant vacates. Failure to submit 30 days advance notice will

HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY DWELLING LEASE

result in forfeiture of security deposit. All notices of termination by a PHA must include the Legal Services names, address, and telephone number.

B. Management shall terminate or refuse to renew this Lease for serious or repeated violations of the terms of the Lease, including but not limited to:

- i. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth of the month. Four such late payments within a 12 month period shall constitute a repeated late payment.
- ii. Tenant's failure to fulfill his obligations as set forth in this Lease; or
- iii. Management's discovery that Tenant or anyone acting on Tenant's behalf made a material false statement or misrepresentation of fact in connection with Tenant's application to Management for admission to public housing;
- iv. Misrepresentation of family income, assets, or composition.
- v. A fire damaging the Unit in which the Hopewell Fire Department determines that the probable cause of the fire was due to the negligence or fault of Tenant, his/her household, or other occupants of the Unit; or Management's receipt of Hopewell Fire Department written determination that a fire damaging the Unit was incendiary in origin and originated within the Unit; or
- vi. Tenant's refusal to accept Management's offer of transfer or failure to transfer to an appropriate sized unit as required under Paragraph 6(C); or
- vii. Tenant's refusal or failure to transfer to another unit if required by Management for some lawful purpose or in accordance with Management's policies; or
- viii. Fraud, misrepresentation, etc., on the part of Tenant, or someone acting on behalf of Tenant or with Tenant's knowledge and approval, as set forth in herein; or
- ix. Tampering with, disabling (to include removing the battery from), or removing a properly functioning smoke detector in the Unit by Tenant, any member of Tenant's household, a guest, or any other person under Tenant's control; or
- x. Serious or repeated failure by Tenant, any member of Tenant's household, a guest or other person under Tenant's control, to comply with Management's Rules and Regulations pertaining to the Community; or
- xi. Either of the following types of criminal activity, by Tenant, any member of Tenant's household, or a guest, which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard:
 - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of Managements Public Housing Premises by other Tenants or employees of Management.
 - b. Any drug-related criminal activity on or off Public Housing Premises. For purposes of this Lease, the term "drug-related criminal activity" means illegal manufacture, sale, distribution, use, simple possession, or possession with intent to manufacture, sell, distribute, or use a controlled substance
- xii. Tenant's use of the Unit or allowing others to use the Unit for illegal activity or other activity which tends to harm the environment of the Community, which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard; or
- xiii. Tenant or any member of Tenant's household engaging in any discriminatory, violent or threatening conduct, harassment or retaliation on or near the Premises, or Tenant or any member of Tenant's household engaging in such activity off the Premises if that conduct is directed at or adversely affects any other member of the Community or staff of Management, which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard; or
- xiv. Tenant's failure to keep the Unit and the front and back yards in a neat, clean and safe condition; or
- xv. Tenant's alcohol abuse that interferes with the health, safety, or right to peaceful enjoyment of the premises of other Tenants; or
- xvi. Tenant's failure to attend a recertification interview and provide timely any certification, release, information, or documentation on family income

HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY DWELLING LEASE

or composition need to process annual reexaminations or interim redeterminations;

- xvii. Offensive weapon or illegal drugs seized in a PHA unit be a law enforcement officer.
 - xviii. Tenant's failure to provide notice to Management of an anticipated extended absence in excess of thirty (30) days. Notice must be made in accordance with Paragraph 9 herein. If Tenant fails to provide the aforementioned notice, Management may, in addition to other remedies available by law, recover actual damages against Tenant and recover possession of the Unit; or
 - xix. Tenant's repeated violation of the Pet Policy; or
 - xx. Tenant's inviting or allowing in the Unit or at the Community anyone who to Tenant's knowledge (i) has been banned from the Premises or any other HRHA property, (ii) has been issued a trespass notice, (iii) has engaged in criminal activity that adversely affects the health, safety, and peaceful enjoyment of the Community, or (iv) is currently engaging in criminal activity; or
 - xxi. Tenant's death, in the event Tenant is the sole occupant of the Unit. Management may treat the unit as abandoned, and in accordance with local law, provide notice as required, terminate the lease and dispose of any unclaimed personal property; or
 - xxii. Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities; or
 - xxiii. Serious or repeated damage to the Unit, creation of physical hazards in the Premises or parking areas of the Premises; or
 - xxiv. The unlawful use and/or unlawful possession on any HRHA Property of guns or firearms (operable or inoperable), nun chucks or similar instruments, blackjacks, weapons, explosive devices, ammunition, or the discharging of firearms on HRHA's property; or
 - xxv. Tenant's fleeing to avoid prosecution, or custody or confinement after a conviction, under the laws of the place from which the individual has fled, for a crime or attempted crime, which is a felony under the laws of the place from which the individual flees. Fleeing to avoid prosecution or custody or confinement after conviction, as described above, shall be grounds for immediate termination of this lease; or
 - xxvi. Tenant's violation of a condition of probation or parole imposed under Federal or State law; or
 - xxvii. Failure of Tenant to notify Management whenever Tenant, a household member, guest or another person under Tenant's control engages in criminal activity;
 - xxviii. In deciding to evict for criminal activity, a PHA shall have discretion to consider (or not to consider) all of the circumstances of the case, including the seriousness of the offence, the extent of participation by or awareness of family members, and the effects that eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, PHA may permit continued occupancy by remaining family members and may impose a condition that family members engages in the proscribed activity will neither reside in nor visit the unit. PHA may require a family member who has engages in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit;
 - xxix. Failure to accept HRHA's offer of a lease revision to an existing lease; or
 - xxx. Failure of a family member to comply with community service requirements (grounds for non-renewal of the lease, only); or participation in an economic self-sufficiency program.
 - xxxi. For other good cause.
- C. If rent is unpaid when due, and Tenant fails to pay Rent within fourteen (14) calendar days after written notice is served on Tenant notifying Tenant of his nonpayment, and of Management's intention to terminate the Lease if the Rent is not paid within the fourteen (14)-day period, Management may terminate the Lease and proceed to obtain possession for nonpayment of Rent and to vacate (or quit) that is

HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY DWELLING LEASE

required by state or local law may be combined with, or run concurrently with the notice of lease termination.

- D. When termination is due to criminal or illegal drug-related activity, notice shall not be less than twenty-four (24) hours, unless termination of the Lease is due to the creation by Tenant, his household or guests of a threat to the health or safety of other Tenants or employees of Management, in which case notice will be given as is commensurate with the urgency of the situation.
- E. When termination is due to any other reason not mentioned in (A) or (B) above, such notice will be given not less than thirty (30) days prior to termination.
- F. Failure of a household member to comply with the community service provision set forth in Paragraph 10.B (xxviii) of this lease is grounds only for non-renewal of the Lease and termination of tenancy at the end of the one year lease term.
- G. Notice of termination of the Lease shall be given by Management in accordance with Paragraph 9.
- H. Notice of termination by either party to this Lease may be given on any day of the month. In the event Management elects to terminate this Lease for any reason other than nonpayment of Rent or other charges due under this Lease, the notice of termination must advise Tenant of the following:
 - i. The specific reason for the proposed termination and the facts upon which it is based; and
 - ii. Tenant's right, if any, to pursue an Informal Settlement under the Tenant Grievance Procedure, as provided in Paragraph 12 of the Lease.

11. Hardship in Paying Rent:

A hardship exists when circumstances beyond Tenant's control make Tenant unable to meet his financial obligations under the Lease. If you are a Tenant who is paying minimum rent and are experiencing hardship in paying your minimum rent, you must notify your housing manager before the 5th of the month, or two business days thereafter in the case of an emergency. Failure to do so may result in denying you the right to be considered for hardship exemption or payment agreement in accordance with your dwelling lease. **The hardship exemption applies only to the payment of minimum rent.**

12. Grievance Procedure:

All grievances, disputes or appeals under this Lease shall be processed and resolved pursuant to the Tenant Grievance Procedure of Management, which is in effect at the time such grievance, dispute or appeal arises, as posted in the Community Management Office and incorporated herein by reference. The Tenant Grievance Procedure shall not be applicable in cases of lease termination for drug-related criminal activity on or off the Premises or for criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other Tenants or employees of HRHA.

13. Inoperable Automobiles:

Tenant agrees not to keep or maintain on the Premises or on the streets or alleys of the Community any abandoned or inoperable automobile or motor vehicle or any automobile or motor vehicle which does not bear current and valid licenses and inspection certificates. In no event will any motor vehicle or automobile be permitted on any lawn area, yard, seeded area, playground or property other than a paved street or parking lot.

14. Vacation of Unit:

In the event Tenant vacates the Unit with or without notice to Management, leaving in the Unit or on the Premises personal property of any nature or description, Management shall not be responsible for such property.

15. Cost of Legal Proceedings:

If Management deems it necessary to institute collection or unlawful detainer court proceedings to enforce its rights or remedies under this Lease, Tenant shall be responsible for all court costs and fees (including Management's attorneys' fees) if HRHA prevails or obtains judgment in the legal proceeding.

16. Changes:

This Lease, together with any future endorsements or adjustments of Rent, evidences the entire agreement between Management and Tenant. Any endorsement which is executed by Tenant is

HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY DWELLING LEASE

hereby expressly authorized by and will be binding upon all Co-Tenants. To be effective, any such endorsement must be executed by Landlord. Utility Allowance schedules, Schedules of Charges in Addition to Rent, Rules and Regulations, and the ACOP may be modified from time to time. Tenant shall be given a written 30 day notice of any such modification.

17. Obligations of Tenants:

Tenant agrees:

- A. Not to assign this Lease, nor to sublease or transfer possession of the Unit;
- B. Not to give accommodation to boarders or lodgers;
- C. Not to give accommodation to long term guests (in excess of 14 days) without the advance written consent of the PHA.
- D. To use the Unit solely as a private dwelling for Tenant, and his/her family and/or dependents as identified in Part 1, Paragraph A of the lease a not to use or permit its use for any other purpose.
- E. With the written consent of Management, members of the household may engage in legal profit making activities in the Unit, where Landlord determines that such activities are incidental to primary use of the Unit for residence by members of the household;
- F. To abide by such necessary and reasonable rules and regulations as may be adopted by Management for the benefit and well-being of the Community and its Tenants, which rules and regulations shall be prominently posted in the Community's Management Office and which are hereby incorporated by reference into this Lease;
- G. Not to keep or board any dog, cat or other animal in the Unit or the adjacent grounds of the Community without prior written consent of Management. Written consent of Management will only be given if Tenant signs a Pet Addendum and complies with the terms set forth in Management's Pet Policy which is incorporated by reference into this Lease;
- H. To take reasonable precautions to prevent fires and not to keep flammable liquids or other highly combustible materials in or near the Unit, and to comply with all applicable building and housing codes materially affecting health and safety;
- I. To ensure that the properly functioning smoke detector(s) in the Unit are not tampered with, disabled (to include removal of the battery from the smoke detector), or removed by Tenant, any member of Tenant's household, a guest, or any other person under Tenant's control;
- J. To keep the interior of the Unit and the front and backyards connected thereto in a neat, clean and safe condition, to notify Management promptly of the need for maintenance and repairs, including those that affect moisture and water, and to comply with the provisions of the Mold Addendum to the Lease which is incorporated herein by this reference. Tenant must maintain the yards unless excused by Management from doing so because of age of disability;
- K. To dispose of all garbage, rubbish, and other waste from the Unit in a sanitary and safe manner only in containers approved or provided by HRHA; to refrain, and to cause household members and guests to refrain from placing litter or trash in or upon the sidewalks, parking lots, yards and streets of the Community and from destroying, defacing, damaging, or removing any part of the Unit or Community;
- L. To provide and maintain in the Unit approved interior window covers (Venetian blinds, draperies or window shades, and not sheets or bedspreads);
- M. To use the appliances and equipment in and about the Unit (i.e. electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances) only in a normal, reasonable manner, and to return the same to Management in good order and condition, normal wear and tear excepted, upon termination of the tenancy;
- N. When Tenant vacates the Unit, Management will inspect the Unit and Management will give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or his representative will be given the opportunity to join in such inspection unless Tenant vacates the Unit without giving notice to Management. Keys to the vacated Unit shall be returned to a management staff person during posted business hours only, but within one business day of vacating the unit.
- O. Tenant agrees not to knowingly or intentionally violate school truancy laws by failing to take reasonable measures to encourage, promote and ensure school attendance by all school-aged members of the household.
- P. Sec. 25-4. Curfew for certain minors.
 - i. It shall be unlawful for any child seventeen (17) years of age or younger to be upon the streets or in other public places of the city, between 11:00 p.m.

Tenant Initials _____

HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY DWELLING LEASE

and 6:00 a.m. of the following day, unless accompanied by a parent or guardian.

- ii. It shall be unlawful for any parent, guardian or other person having custody of a child seventeen (17) years of age or younger to allow such child to be upon the streets or in other public places in the city during the hours of curfew for said child, unless the child is accompanied by a parent or guardian.
- iii. It shall be unlawful for the owner or operator of any establishment, or any person who is an employee thereof, to knowingly permit, allow or encourage a child seventeen (17) years of age or younger to remain upon the premises of the establishment during curfew hours. It shall be a defense to prosecution under this subsection that the owner, operator, or employee of the establishment promptly notified the police that the child was present at the establishment and refused to leave.
- iv. It shall be unlawful for the owner or operator of any motor vehicle to knowingly permit, allow or encourage a violation of this section.
- v. It shall be unlawful for any person to give a false name, address, or telephone number to any officer investigating a possible violation of this section.
- vi. This section shall not be so construed as to prohibit children seventeen (17) years of age or younger from attending places of religious worship or meetings held by, or under the auspices of, the public schools, boy scouts, girl scouts, or other like civic organizations, unaccompanied by the parent, guardian or other adult person. Nor shall this section be construed as prohibiting a child seventeen (17) years of age or younger from occupying his or her place of employment, during and in the course of said employment, or traveling to or from said employment. This section shall also not be construed as to prohibit children seventeen (17) years of age or younger from being on the sidewalk directly abutting the place where the child resides with his parent(s) or legal guardian(s).
- vii. Any child seventeen (17) years of age or younger in violation of this section shall be taken into custody by any law enforcement officer of the city. As soon as practicable, the officer shall:
 - a. Release the child to his or her parent(s) or guardian(s); or
 - b. Place the child in a temporary care facility for a period not to exceed the remainder of the curfew hours, so that his or her parent(s) or guardian(s) may retrieve the child; or
 - c. If the child refuses to give the officer his or her name and address, refuses to give the name and address of his or her parent(s) or guardian(s), or if no parent or guardian can be located prior to the end of the applicable curfew hours, or if located, no parent or guardian appears to accept custody of the child, the child may be taken to a judge or intake officer of the juvenile court to be dealt with in the manner and pursuant to such procedures as required by law.
- viii. The parent(s) or guardian(s) of any child in violation of this section who is placed in a temporary care facility shall be responsible for the costs of such care.
- ix. Any adult violating any provision of this section shall be guilty of a Class 4 misdemeanor.
- x. Any violation of this section by a child seventeen (17) years of age or younger shall be disposed of as provided in Code of Virginia, § 16.1-278.4, as amended.

Q. Tenant agrees not to park or to permit the parking or storing of any automobile or any other vehicle of any kind in the service drive or area other than the specifically designated for parking, including seeded yard areas. No truck or commercial vehicle of any kind may be parked or stored in any area designated for parking passenger vehicles in service drives. All tenant vehicles are to be registered with HRHA and have parking stickers for identification. Washing of vehicles on HRHA property is prohibited. Tenant agrees not to store or park inoperative vehicle on Authority property. Tenant will be held responsible for the expense of removal of such vehicles.

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

- R. To act in a cooperative manner with neighbors and PHA staff. To refrain from and cause members of Tenants household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff.
- S. To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the dwelling unit. This also applies to the guest of the household.
- T. To refrain from placing signs of any type in or about the dwelling except for the allowed under applicable zoning ordinances and then only after having received written permission of the PHA.
- U. Tenant will be held responsible for damages caused by any fire due to the negligence or fault of the Tenant, his household guests or other occupants of the premises;
- V. Tenant agrees to adhere to fire alarms/ drills and the published fire evacuation plan; if you do not, you are in gross violation of your Lease. Tenants are responsible for the upkeep of provided smoke alarms.
- W. To act in cooperative manner with neighbors and Authority's staff. To refrain from and cause member of Resident's household and guest to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff.
- X. Residents are expected to maintain the property in good repair including the following areas:
 - i. General: Walls, floors, ceilings, windows, woodwork, doors, heating units, trash, and the unit being free of rodent and insect infestation. (note that each of these items have specific criteria attached.)
 - ii. Kitchen: Stove, refrigerator, cabinets, exhaust fans, sink, food storage areas, and trash.
 - iii. Bathroom: toilet and tank, tub and shower, lavatory, exhaust fans, and floors.
 - iv. Storage Areas:
- Y. Yards, porches, steps (front and rear), sidewalks, storm doors, parking lot, hallways, stairwells, utility rooms, and laundry rooms
- Z. Not to install waterbed, wall covering, (contact paper), etc., or paint. See approved paint policy at the Administration Office. Installation and operation of washing machines or clothes dryers is expressly prohibited.
- AA. To conduct himself/herself and cause his/her household and other persons in the Unit and on the Premises to conduct themselves in a manner which will not disturb other Tenants' peaceful enjoyment of their accommodations and which will be conducive to the decent, safe and sanitary condition of the Community;
- BB. To refrain from illegal or other activity which would tend to impair the physical or social environment of the Community, evidence of which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard;
- CC. To refrain from engaging in any violent, discriminatory or threatening conduct on or near the Premises and to refrain from engaging in any violent or threatening conduct off the Premises if such conduct is directed at or adversely affects any other member of the Community and/or Management's staff, evidence which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard;
- DD. (i) to assure that Tenant, any member of tenant's household, or guest, shall not engage in: (A) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of Public Housing Premises by other Tenants or employees of Management, evidence of which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard, or (B) Any drug-related criminal activity on or off Public Housing Premises. For purposes of this dwelling lease, the term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use simple possession, or possession with intent to manufacture, sell, distribute, or use a controlled substance, evidence of which shall not require criminal conviction, but shall be determined by a preponderance of the evidence standard.

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

- EE. To assure that no member of a household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other Tenants;
- FF. Not to make any alterations, modifications or improvements to the Unit (including the construction or installation of fences or other exterior additions or structures), nor to install additional equipment or major appliances, including antennas and satellite dishes, without first obtaining written permission from Management. Not to change locks or install new locks on interior or exterior doors;
- GG. To provide notice to Management of an anticipated extended absence exceeding thirty (30) days. Notice must be made in accordance with Paragraph 9 herein;
- HH. That Tenant and all members of Tenant's Household will comply with Management's Community Service Policy/Self Sufficiency ("Policy") which shall be prominently posted in the Community Management Office and which is hereby incorporated by reference into this Lease. Such Policy requires Tenant and all members of Tenant's household who are 18 years of age or older and who are considered non-exempt individuals under the Policy to participate in 8 hours per month for a total of 96 hours per year of community service volunteer activities;
- II. To comply with pest control activities undertaken by HRHA and provide access to the Unit when pest control treatments are scheduled in accordance with HRHA's ACOP;
- JJ. Not to commit any fraud in connection with any federal housing assistance program and not to receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of this Lease;
- KK. Not to permit any person who has been barred from entering on to HRHA's property to enter or remain in the Unit, nor encourage any such person to come on to HRHA's property;
- LL. Not to allow any person who is not listed on the Lease to use Tenant's address for any purpose, including, but not limited to, using the address for mailing purposes.
- MM. To keep all sidewalks and other means of ingress and egress to the Unit free of obstruction.
- NN. To keep front and rear porch areas free of clutter.
- OO. To maintain only furniture made for outdoor use outside.
- PP. To refrain, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project.
- QQ. Keep the dwelling unit and the part of the premises that he/she occupies free from insects and pests, and to promptly notify the landlord of existence of any insects or pests.
- RR. Do not remove or tamper with a smoked detector installed by HRHA, including removing any working batteries, so as to render the detector inoperative.
- SS. The tenant may install, within the dwelling unit, new burglarly prevention, including chain latch devises approved by the landlord, carbon monoxide detection devices and for detection devices that the tenant may believe necessary to ensure his safety, provided:
- i. Installation does no permanant damage to any part of the dwelling unit.
 - ii.A duplicate of all keys and instructions of how to operate all devices are given to the landlord.

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

- iii. Upon termination of the tenancy the tenant shall be responsible for payment to the landlord for reasonable costs incurred for the removal of all such devices and repairs to all damaged areas.

18. Transfers:

Tenant agrees to transfer, and to cause all members of Tenant's household to transfer, to an alternate unit if Management requires possession of the Unit in order to repair or renovate the Unit or the building in which the Unit is located, or if Management, in its sole discretion, determines cannot be accomplished while the Unit is occupied, or if the Unit is otherwise required by Management for some other lawful purpose.

19. Early termination of rental agreement by military personnel:

A. Any member of the armed forces of the United States or a member of the National Guard serving on full-time duty or as a Civil Service technician with the National Guard may, through the procedure detailed in subsection B, terminate his rental agreement if the member (i) has received permanent change of station orders to depart 35 miles or more (radius) from the location of the dwelling unit; (ii) has received temporary duty orders in excess of three months' duration to depart 35 miles or more (radius) from the location of the dwelling unit; (iii) is discharged or released from active duty with the armed forces of the United States or from his full-time duty or technician status with the National Guard; or (iv) is ordered to report to government-supplied quarters resulting in the forfeiture of basic allowance for quarters.

B. Tenants who qualify to terminate a rental agreement pursuant to subsection A shall do so by serving on the landlord a written notice of termination to be effective on a date stated therein, such date to be not less than 30 days after the first date on which the next rental payment is due and payable after the date on which the written notice is given. The termination date shall be no more than 60 days prior to the date of departure necessary to comply with the official orders or any supplemental instructions for interim training or duty prior to the transfer. Prior to the termination date, the tenant shall furnish the landlord with a copy of the official notification of the orders or a signed letter, confirming the orders, from the tenant's commanding officer. The landlord may not charge any

Barring of guest or invitees:

A. A guest or invitee of a tenant may be barred from the premises by the HRHA upon written notice served personally upon the guest or invitee of the tenant for conduct on the landlord's property where the premises are located which violates the terms and conditions of the rental agreement, a local ordinance, or a state or federal law. A copy of the notice must be served upon the tenant in accordance with this chapter. The notice shall describe the conduct of the guest or invitee which is the basis for the landlord's action.

B. In addition to the remedies against the tenant authorized by this chapter, a landlord may apply to the magistrate for a warrant for trespass, provided the guest or invitee has been served in accordance with subsection A.

C. The tenant may file a tenant's assertion, in accordance with § 55-248.27, requesting that the general district court review the landlord's action to bar the guest or invitee. See Management for a copy of HRHA's Barring Policy.

Remedies for absence, nonuse and abandonment:

If the rental agreement requires the tenant to give notice to the landlord of an anticipated extended absence in excess of seven days and the tenant fails to do so, the landlord may recover actual damages from the tenant. During any absence of the tenant in excess of seven days, the landlord may enter the dwelling unit at times reasonably necessary to protect his possessions and property. The rental agreement is deemed to be terminated by the landlord as of the date of abandonment by the tenant. If the landlord cannot determine whether the premises have been abandoned by the tenant, the landlord shall serve written notice on the tenant in accordance with § 55-248.6 requiring the tenant to give written notice to the landlord within seven days that the tenant intends to remain in occupancy of the premises. If the tenant gives such written notice to the landlord, or if the landlord otherwise determines that the tenant remains in occupancy of the premises, the landlord

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

shall not treat the premises as having been abandoned. Unless the landlord receives written notice from the tenant or otherwise determines that the tenant remains in occupancy of the premises, upon the expiration of seven days from the date of the landlord's notice to the tenant, there shall be rebuttable presumption that the premises have been abandoned by the tenant and the rental agreement shall be deemed to terminate on that date. The landlord shall mitigate damages in accordance with § 55-248.35

§ 55-248.38:3. Disposal of property of deceased tenants:

If a tenant, who is the sole occupant of the dwelling unit, dies, and there is no person authorized by order of the circuit court to handle probate matters for the deceased tenant, the landlord may dispose of the personal property left in the premises, or in a storage area provided by the landlord, provided the landlord has given at least 10 days' written notice to (i) the person identified in the rental application, lease agreement, or other landlord document as the authorized person to contact in the event of the death or emergency of the tenant or (ii) the tenant in accordance with § 55-248.6 if no such person is identified in the rental application, lease agreement, or other landlord document as the authorized contact person. The notice given under clause (i) or (ii) shall include a statement that any items of personal property left in the premises would be treated as abandoned property and disposed of in accordance with the provisions of § 55-248.38:1., if not claimed within 10 days.

Occupancy:

Tenant agrees not to assign this Lease, not to sublet or transfer possession of the premises, nor give accommodations to boarders or lodgers without the written consent of Management. Tenant further agrees not to use or permit the use of the dwelling unit for any purpose other than as a private dwelling unit solely for Tenant and his family and/or dependents. This provision does not exclude reasonable accommodations of Tenant's guest or visitors for no more than fourteen (14) days without the consent of Management. Essential persons whose incomes are not counted for determining the eligibility and rent of family would not be parties to the lease would not be considered the remaining member of the Tenant family in the event that the lessee dies or vacates the dwelling.

20. Defects hazardous to life, health, or safety of Tenant:

If the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants:

- A. Tenant shall immediately notify the property manager of the damage.
- B. Landlord shall be responsible for repair of the Unit within a reasonable time; provided, that if the damage was caused by Tenant, Tenant's household or guests, the reasonable cost of the repairs shall be charged to Tenant.
- C. Landlord shall offer standard alternative accommodations, if available, where necessary repairs cannot be made in a reasonable time, and
- D. Provisions shall be made for abatement of Rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with the applicable provisions herein or alternative accommodations are not provided as set forth above, except that no abatement of Rent shall occur if Tenant rejects the alternative accommodation or if the damage was caused by Tenant, a member of Tenant's household, or a guest. For purposes of this paragraph, a "reasonable time period" constitutes 72 hours.

NOTE: the Authority does not indemnify Tenant, Tenant's belongings or guest's. it is advised that the Tenant secure their own property insurance.

21. Violence Against Women Act:

The Violence against Women Act (VAWA) is applicable to this Lease. If the tenant is a victim of family abuse as defined in § 16.1-228 that occurred in the dwelling unit or on the premises and the perpetrator is barred from the dwelling unit pursuant to § 55-248.31:01 based upon information provided by the tenant to the landlord, or by a protective order from a court of competent jurisdiction pursuant to § 16.1-253.1, 16.1-279.1, or subsection B of § 20-103, the lease shall not terminate due solely to an act of family abuse against the tenant. However, these provisions shall not be applicable if (i) the tenant fails to provide written documentation corroborating the tenant's status as a victim of family abuse and the exclusion from the dwelling unit of the

HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY DWELLING LEASE

perpetrator no later than 21 days from the alleged offense or (ii) the perpetrator returns to the dwelling unit or the premises, in violation of a bar notice, and the tenant fails promptly to notify the landlord within 24 hours thereafter that the perpetrator has returned to the dwelling unit or the premises, unless the tenant proves by a preponderance of the evidence that the tenant had no actual knowledge that the perpetrator violated the bar notice, or it was not possible for the tenant to notify the landlord within 24 hours, in which case the tenant shall promptly notify the landlord, but in no event more than 7 days thereafter. If the provisions of this subsection are not applicable, the tenant shall remain responsible for the acts of the other co-tenants, authorized occupants or guests or invitees pursuant to § 55-248.16, and is subject to termination of the tenancy pursuant to the lease and this chapter.

22. Liability:

Management shall have no obligation to ensure Tenant's personal safety or property. Neither Management, nor its agents, representatives, employees, officers, directors or affiliates will be liable to Tenant, his/her household members, guests, or anyone under Tenant's control for any injury, damage, or loss to person or property, caused by any conduct, criminal or otherwise, of another person, nor for Tenant's personal conflict with other Tenants of Management. Management shall have no liability to Tenant, his/her household members, guests, or anyone under Tenant's control for personal injury or damage or loss of personal property from, among other things, burglary, theft, vandalism, fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosion, or surges or interruption of utilities. Tenant is urged to obtain renters insurance to protect against such losses.

23. Confidentiality of tenant records. (reformat- numbering is off)

A. HRHA shall release information about a tenant or prospective tenant in the possession of the landlord to a third party unless:

1. The tenant or prospective tenant has given prior written consent;
2. The information is a matter of public record as defined in § 2.2-3701;
3. The information is a summary of the tenant's rent payment record, including the amount of the tenant's periodic rent payment;
4. The information is a copy of a material noncompliance notice that has not been remedied or, termination notice given to the tenant under § 55-248.31 and the tenant did not remain in the premises thereafter;
5. The information is requested by a local, state, or federal law-enforcement or public safety official in the performance of his duties;
6. The information is requested pursuant to a subpoena in a civil case;
7. The information is requested by a local commissioner of the revenue in accordance with § 58.1-3901;
8. The information is requested by a contract purchaser of the landlord's property; provided the contract purchaser agrees in writing to maintain the confidentiality of such information;
9. The information is requested by a lender of the landlord for financing or refinancing of the property;
10. The information is requested by the commanding officer, military housing officer, or military attorney of the tenant;
11. The third party is the landlord's attorney; or
12. The information is otherwise provided in the case of an emergency.

B. A tenant may designate a third party to receive duplicate copies of a summons that has been issued pursuant to § 8.01-126 and of written notices from the landlord relating to the tenancy. Where such a third party has been designated by the tenant, the landlord shall mail the duplicate copy of any summons issued pursuant to § 8.01-126 or notice to the designated third party at the same time the summons or notice is mailed to or served upon the tenant. Nothing in this subsection shall be construed to grant standing to any third party designated by the tenant to challenge actions of the landlord in which notice was mailed pursuant to this subsection. The failure of the landlord to give notice to a third party designated by the tenant shall not affect the validity of any judgment entered against the tenant.

1. Waiver:

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

No delay or failure by HRHA in exercising any right under this Lease, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

2. Non-Waiver Of Rights, Effect Of Execution Of This Lease With Respect To Existing Tenants:

As to existing Tenants, this Lease is being executed to comply with HUD requirements to periodically update the Lease to reflect current statutory and regulatory requirements for low income housing leases. This Lease is not intended to create a new tenancy but rather to define new terms and conditions for the continuing tenancy of Tenant. The execution of this new Lease does not in any way constitute a waiver by HRHA of any rights to collect any amounts due and owing under any prior lease with Tenant or its predecessor in interest. Further, the execution of this Lease shall not constitute a waiver of HRHA's rights to enforce any provision of any prior Lease, the terms of which will remain in effect as to violations by Tenant. Any prior Lease will be superseded by this Lease only as to matters occurring on or after the date of the execution of this Lease. Any amendment or Rider to this lease issued by HRHA and executed by Tenant shall not constitute a waiver of any rights afforded HRHA or Tenant under this Lease.

3. Incorporation:

HRHA's ACOP, including the Tenant Grievance Procedure, Utility Allowance Schedule, and List of Standard Charges, is incorporated by reference herein and deemed a part of this Lease. Any capitalized terms not defined in the Lease shall have the meanings ascribed in the ACOP.

4. Controlling Law:

The Virginia Residential Landlord Tenant Act (the "Act"), as amended, is applicable to this Lease and the Act shall be controlling where a provision of this Lease is in conflict with the Act except where a provision of this Lease is in compliance with applicable federal law that preempts the Act in which case the provision of this Lease shall be controlling. "The Virginia Residential Landlord and Tenant Act, Title 55, Section 248.2, et seq. of the 1950 Code of Virginia", as amended is applicable to the Lease and said Act shall be controlling where a provision of this Lease is in conflict with the Act except, where a provision of this lease is in compliance with, or in furtherance of, a federal statute and/ or regulation of the U.S. Department of Housing and Urban Development Act, a copy of which shall be available to the tenant in the Management Office during normal business hours.

5. Discrimination Prohibited:

HRHA shall not discriminate based upon race, color, religion, national origin, sex, elderliness, familial status, or handicap, or against recipients of public assistance and shall comply with all nondiscrimination requirements of federal, state, and local law.

6. Severability:

In the event that a court of competent jurisdiction invalidates any portion of this Lease, that portion shall be severed and the remainder shall continue in full force and effect.

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

TENANT'S CERTIFICATION

I/We hereby certify that I/We, and other members of my Household; have not committed any fraud in connection with federal housing assistance program, unless such fraud was fully disclosed to HRHA before execution of the lease, or before HRHA approval for occupancy of the Unit by the Household member.

I further certify that all information or documentation submitted by myself or other Household members to HRHA in connection with any federal housing assistance program (before and during the lease term) are true and complete to the best of my knowledge and belief.

TENANT AGREES THAT ALL THE PROVISIONS OF THIS LEASE HAVE BEEN READ AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

IN WITNESS WHEREOF, the parties have executed this Lease this _____ day of _____, 20____ at Hopewell, Virginia.

Tenant:	_____	DATE: _____
Co-Tenant:	_____	DATE: _____
Co-Tenant:	_____	DATE: _____
Co-Tenant:	_____	DATE: _____
Co-Tenant:	_____	DATE: _____
HRHA REPRESENTATIVE:	_____	DATE: _____

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

RULES AND REGULATIONS

Addendum A

1. In case of fire call the Hopewell Fire Department (phone 911) immediately, and then report it as soon as possible to the management office. After 4:30 p.m. daily or on a Saturday, Sunday, or holiday, call maintenance emergency telephone number, 804-640-9337.
2. Do not store paint, oil, gasoline, or other flammable materials in your dwelling.
3. Report any gas, electrical, water, or sewer problem immediately to the management office. After 4:30 p.m. daily or on a Saturday, Sunday, or holiday, call maintenance emergency telephone number, 804-640-9337.
4. Your rent is due on the first day of every month. At our option and without any notice to you, any money that we receive may be applied first to your non-rent obligations and then to Rent (any past due rent being paid first) and regardless of when the obligation came about.
5. Mail your check or money order to designated location as directed by HRHA.
6. Keep your portion of your monthly statement and your portion of your money order in case of an error in your account.
7. If your payment is not received by the close of business on the fifth (5th) day of the month, you will receive a Late Notice. Four (4) such notices properly issued within a twelve(12)-month period may result in lease termination. In the event that the fifth (5th) day falls on the weekend or holiday, payment will be received the next business day.
8. **Hardship in Paying Rent** – If you are a Tenant who is paying minimum rent and are experiencing hardship in paying your minimum rent, you must notify your housing manager before the 5th of the month or immediately after in the case of an emergency. Failure to do so may result in denying you the right to be considered for hardship exemption or payment agreement in accordance with your dwelling lease. **Hardship only applies to minimum rent.**
9. Make all maintenance or service requests by phone. Weekdays before 4:30pm call 452-1880, weekends and after 4:30pm on weekdays call 804-640-9337. A written work order will be issued for all requests. In no case shall Tenant approach Maintenance Staff and direct them or assign tasks to Maintenance Staff. Contact your management office for items that need to be taken to the maintenance shop for repair or replacement.
10. Do not make any changes or alterations, either structural or cosmetic, in your dwelling. Do not paint, wallpaper, or otherwise alter the walls, floors, or ceilings of your residence without written approval of management.
11. Do not install freezers, dryers (even portable dryers), air conditioners, or other large electrical appliances without written approval of management.
12. Do not play radios, television sets, CD's, DVD's, and/or stereos at a volume that will disturb your neighbors. High volume sounds from home or car stereos, televisions, musical instruments, singing, power tools and such are not permitted. While you are expected to show consideration and courtesy to other Tenants 24 hours a day, seven days a week, the tenant shall keep the volume of any of the of the above sufficiently reduced especially before seven (7) o'clock AM and after eleven (11) o'clock PM so as not to disturb other tenants.
13. Do not allow members of your household and/or guests to destroy deface, damage, or remove any part of premises or the development.
14. Do not invite to, allow in, or give consent to be in, your premises, your development, or on HRHA property any person who you or anyone in your household have been notified or know is barred or banned from your premises, development, or HRHA property.

Tenant Initials _____

HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY DWELLING LEASE

15. Refrain from the illegal manufacture, use, sale, possession or distribution of drugs and alcoholic beverages on or near any public housing premises. This includes possession of drug paraphernalia.
16. Keep trash and other waste in your trash can. Place your trash can at the designated location on the morning of the scheduled collection and return it to its proper place the same day after collection. Four (4) citations issued within a twelve (12)-month period for failing to comply with this rule will result in lease termination.
17. Do not keep any pet in violation of the Pet Policy Addendum to your dwelling lease.
18. Do not drive motor vehicles on the grounds. Do not leave motor vehicles unattended in alleys or service drives.
19. Do not wash vehicles on HRHA property. Do not leave improperly licensed and/or disabled vehicles on the street in any development. Vehicles in violation will be towed at the owners' expense. Your vehicle may be towed immediately and without notice for the following violations: Parked in a fire zone, no parking zone, handicapped zone without proper identification, blocking another vehicle, blocking a dumpster, preventing repairs and/or improvements, parked in grass, on sidewalks, or on curbs, blocking an entrance or exit, inoperable, expired plates/tags, abandoned, on jacks or blocks.
20. Swimming pools are **not** allowed on the Premises.
21. Do not store articles outside of your apartment. Keep yards, porches and balconies clean and uncluttered at all times. Only appropriate patio furnishings such as patio furniture and bicycles may be kept on porches. No other household furniture is allowed. Do not dry clothing or linens or store unsightly personal property on your porch, or yard at any time, including but not limited to boxes, tires, recyclables, and broken furniture.
22. No grills fueled by charcoal or gas or having an open flame may be used on any patio nor used within ten (10) feet of any building or structure on the Premises. No grill while in use is to be left unattended at any time.
23. Do not hang heavy items such as large rugs on clothes lines. If Management provides common laundry facilities, such facilities are for our Tenants' use only upon payment of the meter charges for the use of laundry equipment. These charges may be increased from time to time. Management is not responsible for unattended laundry or for loss or damage to any personal property or any physical injury occurring from Tenant's use of the laundry facilities.
24. Do not put washing machine hose out of the kitchen window when washing clothes. Use washer drain to dispose of water in washing machine.
25. Water hoses/faucets continuously running are prohibited. (Turn water off)
26. Do not tamper with or open fire hydrants at any time.
27. Do not use your oven to heat the apartment.
28. Do not create a garden without first getting written permission from Management.
29. Please direct all complaints to the Housing Manager.
30. Vandalism and/or destruction of plants, gardening equipment, or property or appurtenances of the Housing Authority, neighboring properties, or public property are prohibited. The Housing Authority has a zero-tolerance policy for vandalism, graffiti and/or malicious damage done to Authority property. Tenant and Tenant's guests or minors who engage in the above will be prosecuted, and the Lease and any related rental subsidy may be terminated. In addition, Tenant shall pay to Housing any costs associated with repairing damage to HRHA property.
31. Tenant shall not feed, nor leave food or seeds out for wild birds, wild or domestic animals, either outside the premises or in the common areas. This practice attracts rodents, creates bird and

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

animal droppings and results in unsafe and unsanitary living conditions. Leaving any materials in any manner that will attract such animals on to Housing property is prohibited.

32. Tenant shall not use any window, ledge, balcony, patio, yard, or any common area, as a place to store or hang to dry items including but not limited to laundry, rugs, and mops. Tenant shall refrain from shaking clothing, rugs and similar items from any windows or balconies.
33. Tenant shall ensure that furniture, other than outdoor patio furniture kept on a porch, balcony or in a yard, is kept inside the Premises and that unsightly items are kept out of view. Planters placed on balconies shall have appropriate trays, so that water from planters does not run onto units below.
34. Tenant shall make all efforts to prevent and/or eliminate mold or mildew as part of Tenant's normal cleaning routine.
35. Tenant is expected to keep clean and in good working order all appliances and appurtenances within the Premises, and to report any needed repairs promptly. Tenant shall make repair requests as soon as is practical after the defect is noted. Failure to report maintenance items may result in charges to Tenant and Lease violations.
36. Tenant shall not install an air conditioner (window-mounted unit) without prior written permission from HRHA and payment of the appropriate installation fee. Tenant may install an antenna, including a satellite dish or mini-satellite dish only in accordance with the Satellite Addendum to be signed by Tenant.
37. Tenant shall not replace or alter any lock or doorknob in the Premises. Deadbolts and/or keyed locks are prohibited on interior doors. Any lock that is changed without prior written permission from Management shall be considered a structural alteration and a violation of the Lease.
38. Repairing any vehicle, washing any vehicle and/or storing an inoperable vehicle shall not be permitted on HRHA property. Removal and towing fees may be charged to Tenants who do not comply with the above.
39. Grocery store shopping carts shall not be stored or left on or near HRHA property.
40. All Housing Authority dwelling units have locks on exterior doors. It is the Tenant's responsibility to ensure that locks are secured upon exiting the Premises, and to notify Maintenance if any lock is not functioning properly. When leaving for an extended period, Tenant shall notify Housing Management, in writing, as to the length of Tenant's absence.
41. Tenant shall ensure that all school-aged children named on the lease attend school regularly.
42. It is not possible for any Manager to ensure "security" or "safety". You must exercise due care for your and other's safety and security. You must promptly report any incident of theft, vandalism or unsafe conditions to the HRHA Police Officers and the management office. None of our safety measures are an express or implied warranty of security or are a guarantee against crime or of a reduced risk of crime. We are not liable to you or any of your guests for injury, damage, or loss to person or property caused by criminal conduct of other persons.
43. You represent that all information provided to Management as part of the application and leasing process is true and correct and was given by you voluntarily and knowingly. If someone requests information on you or your rental history for law enforcement or governmental purposes, we may provide it without notice to you or any further consent.
44. Tenant shall not smoke, or permit any visitor to smoke, in any Unit where oxygen is in use or is being stored. Tenant shall check that all appliances are turned off prior to leaving Premises.
45. Tenant shall not place, store, leave unattended or discard bicycles, strollers, toys, wagons, shopping carts, furniture, clothing, brooms, mops, garbage cans, wood, newspapers, or any other item in the common areas. Common areas include, but are not limited to, hallways, entrances, breezeways, sidewalks, stairways, garden areas, public meeting rooms, laundry rooms, water heater closets and parking areas. If Tenant leaves items in the common areas, Housing may remove these items at the owner's expense.

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

46. All personal property placed on the premises, balcony, yards, clotheslines or in any other portion of the building and/ or property, or any place appurtenant thereto, shall be at the sole risk of the Tenant or the parties owning the same. Management shall in no event be liable for the loss, destruction, theft or damage to such property from any cause whatsoever.
47. HRHA does not allow illegal firearms and other weapons on the property. You must comply with all federal, state, and local regulations pertaining to all weapons including, without limitation, explosives, bows and arrows, illegal knives, martial arts weapons, air rifles, BB guns or any other object that can be construed as a weapon.
48. An adult must supervise your children, and the children of your guests who are age 17 and under, when outside your unit. Patios and balconies are considered "outside".
49. Tenants and guests are to treat all neighbors, visitors, and HRHA staff with courtesy and respect.
50. Verbal abuse will not be allowed including swearing, name calling or any other language offensive or demeaning to the person. Physical violence **will not be tolerated**.

Tenant covenants and agrees that all Rules and Regulations which are attached to and made a part of the Lease, or are hereafter adopted by Management to apply uniformly to all tenants and made known to all tenants, shall have the same force and effect as covenants of the Lease and the Tenant covenants that he/she, their family members, guests and any other person under their control will observe all such Rules and Regulations as a condition of the Lease. Violations of any of these Rules and Regulations may result in fines and or lease termination.

Tenant: _____	Date: _____
Co-Tenant: _____	Date: _____
Co-Tenant: _____	Date: _____
Co-Tenant: _____	Date: _____
HRHA Representative: _____	Date: _____

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

MOLD

This Addendum is made part of that certain lease dated _____, between Hopewell Redevelopment and Housing Authority (referred to as "HRHA" or "Management"), and _____ ("Tenant").

Landlord has inspected the Unit and found no visible evidence of mold. This written statement shall be deemed correct unless Tenant objects thereto in writing within five (5) days from the lease commencement date provided in the Lease.

Tenant is notified that mold can grow if the Unit is not properly maintained or ventilated. If moisture is allowed to accumulate in the Unit, it can cause mildew and mold to grow. It is important that Tenant regularly allow air to circulate in the Unit. It is also important that Tenant keep the interior of the Unit clean and that Tenant promptly notify Management of any leaks, moisture problems, and/or mold growth.

Tenant agrees to maintain the Unit in a manner that prevents the occurrence of an infestation of mold or mildew in the Unit. Tenant further agrees:

1. To keep the Unit free of dirt and debris that can harbor mold.
2. To immediately report to Management any water intrusion, such as plumbing leaks, drips, "sweating" pipes, visible moisture accumulation, or standing water inside the Unit.
3. On a regular basis, to dust the heating, ventilation and/or air conditioning vents, not to block or cover any of the heating ventilation or air conditioning vents, including the cold air return.
4. To remove any visible moisture accumulation in the Unit including on walls, windows, floors, ceilings, and bathroom fixtures, mop up spills and thoroughly dry affected areas as soon as possible after occurrence; to use exhaust fans in kitchen and bathroom where available, and keep climate and moisture in the Unit at reasonable levels.
5. To report to Management any significant mold growth on surfaces inside the Unit.
6. To use all reasonable care to close all windows and other openings in the Unit to prevent outdoor water from penetrating into the Unit.
7. To make sure there is enough air for circulation especially if Tenant has a fish tank or bowl.
8. Not to bring any personal property into the Unit that may contain mold, especially "soft possessions" such as sofas, mattresses and pillows.
9. To indemnify and hold harmless Landlord from any actions, claims, losses, damages, and expenses of whatsoever kind, including, but not limited to, attorneys' fees that Management may sustain or incur as a result of claims against Landlord to the extent such claims arise out of, or are based upon, any potentially health affecting substance brought, or allowed to be brought, into the Unit or caused to infest the Unit as a result of the negligence of Tenant or any guest or other person living in, residing in, occupying, or using the Unit.
10. In the event Tenant has knowledge of or reasonably believes that there may be mold inside the Unit, Tenant agrees, upon demand of HRHA, to temporarily vacate the Unit for a reasonable period, to allow for mold investigation and remediation, to control water intrusion, or allow other repairs to the Unit. Tenant agrees to comply with all instructions and requirements necessary to prepare the Unit to control water intrusion, mold growth, or other work to accommodate mold investigation and remediation, including storage, cleaning, removal or replacement, at Tenant's expense, of contaminated or potentially contaminated personal property.

Tenant shall be responsible for damage to the Unit and Tenant's property as well as personal injury to Tenants, occupants, or guests resulting from Tenant's failure to comply with the terms of this Addendum. Tenant shall be liable to Management for damages sustained to the Unit or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this Addendum.

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

Tenant: _____	Date: _____
Co-Tenant: _____	Date: _____
Co-Tenant: _____	Date: _____
Co-Tenant: _____	Date: _____
HRHA Representative: _____	Date: _____

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

SATELLITE DISH/ ANTENNA

This Addendum is made part of that certain lease (the "Lease") dated _____, between Hopewell Redevelopment and Housing Authority (referred to as "HRHA" or "Management"), and _____ ("Tenant") for the premises located at _____, Hopewell, Virginia (the "Leased Premises").

1. Tenant is permitted to install one (1) satellite dish or antenna on the Leased Premises. A satellite dish may not exceed one meter (3.3 feet) in diameter measured across its widest part. Antennas that only transmit signals or that are not covered by 47 CFR 1.4000 are prohibited.

2. The satellite dish or antenna may not be installed outside of the leased premises. It must be installed inside of the leased premises or in an area outside of the leased premises such as a balcony, patio, and yard or over which Tenant has exclusive use under the Lease. It may not be installed on any exterior wall. Installation also is not permitted on any parking area, roof, window, window sill, fence or common area, or in any area that other Tenants are allowed to use, nor may it be hung outside of a window or extend or protrude beyond the vertical and horizontal space that is leased to Tenant under the Lease for Tenant's exclusive use. Tenant agrees not to damage the leased premises when installing the satellite dish or antenna and shall not drill holes in railings, exterior walls, or any other location where holes might impair the building's weatherproofing or where there is a risk of striking electrical or water lines.

3. The satellite dish or antenna must be installed professionally at Tenant's expense. Tenant shall not install the satellite dish or antenna. An installer provided by the seller of the satellite dish or antenna is presumed to be qualified. Tenant shall be responsible for all costs of any repair necessary as a result of damage caused by the installer. The type and strength of materials used for installation must be approved by Landlord prior to installation.

4. If the satellite dish or antenna is installed outside of the leased premises, (on a balcony, patio, etc.) the signals received by it may be transmitted to the interior of the Leased Premises only by the following methods: (a) running a "flat" cable under a door jam or window sill in a manner that does not physically alter the Leased Premises and does not interfere with proper operation of the door or window; (2) running a traditional or flat cable through a pre-existing hole in the wall that will not need to be enlarged to accommodate the cable; (3) connecting cables "through a window pane" by a device glued to either side of the window – without drilling a hole through the window; (4) wireless transmission of the signal from the satellite dish or antenna to a device inside the Leased Premises; or (5) any other method approved by Management in writing.

5. The satellite dish or antenna and all related equipment must be removed when Tenant vacates the Leased Premises. Tenant shall pay for any damages and for the cost of repairs or repainting caused by negligence, carelessness, accident or abuse which may be necessary to restore the Leased Premises to its condition prior to the installation of the satellite dish, antenna or related equipment.

6. Tenant shall be liable for any injury or damage to persons or property caused by the satellite dish or antenna and shall operate the satellite dish or antenna at Tenant's own risk. Tenant shall be liable for any injuries caused by the satellite dish or antenna. Tenant agrees to personally and promptly pay for any damages or injuries caused by the satellite dish or antenna. Tenant shall hold Landlord harmless and indemnify Management against any claims by others related to the satellite dish.

Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Tenant Initials _____

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

HRHA Representative: _____ Date: _____

No satellite dish or antenna: By signing this clause, I certify that I am currently not installing a satellite dish or antenna. I understand that if I acquire a satellite dish or antenna during my tenancy with HRHA, the conditions of this Addendum will go into effect.

Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

HRHA Representative: _____ Date: _____

HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY DWELLING LEASE

BEDBUG Addendum_

This Addendum is made part of that certain lease (the "Lease") dated _____ between Hopewell Redevelopment and Housing Authority (referred to as "HRHA" or "Management"), and _____ ("Tenant") for the premises located at _____, Hopewell, Virginia (the "Leased Premises").

- Tenant acknowledges that the Management has inspected the Leased Premises and is aware of no bedbug infestation.
- Tenant claim that all furnishings and personal properties that will be moved into the Leased Premises are free of bedbugs.

____ (Tenant Initials) ____ (Tenant Initials) ____ (Tenant Initials) ____ (Tenant Initials)
____ (Tenant Initials)

Tenant(s) hereby agree to prevent and control possible infestation by adhering to the below list of responsibilities:

1. Check for hitch-hiking bedbugs. If you stay in a hotel or another home, inspect your clothing, luggage, shoes and personal belongings for signs of bedbugs before re-entering your apartment. Check backpacks, shoes and clothing after using public transportation or visiting theaters. After guests visit, inspect beds, bedding and upholstered furniture for signs of bedbug infestation.
2. Tenant shall report any problems immediately to Management. A few bedbugs can rapidly multiply to create a major infestation that can spread to other units.
3. Tenant shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested, a pest management professional may be called in to eradicate the problem. Your unit must be properly prepared for treatment. Tenant must comply with recommendations and requests from the pest control specialist prior to professional treatment including but not limited to:
 - Placing all bedding, drapes, curtains and small rugs in bags for transport to laundry or dry cleaners.
 - Heavily infested mattresses are not salvageable and must be sealed in plastic and disposed of Properly
 - Empty dressers, night stands and closets. Remove all items from floors; bag all clothing, shoes, boxes, toys, etc. Bag and tightly seal washable and non-washable items separately. Used bags must be disposed of properly.
 - Vacuum all floors, including inside closets. Vacuum all furniture including inside drawers and nightstands. Vacuum mattresses and box springs. Carefully remove vacuum bags sealing them tightly in plastic and discarding of properly.
 - Wash all machine-washable bedding, drapes, and clothing etc. on the hottest water temperature and dry on the highest heat setting. Take other items to the dry cleaner making sure to inform the dry cleaner that the items are infested with bedbugs. **Discard any items that cannot be decontaminated.**
 - Move furniture toward the center of the room so that technicians can easily treat carpet edges where bed bugs congregate, as well as walls and furniture surfaces. Be sure to leave easy access to closets.

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

4. Tenant agrees to indemnify and hold Management harmless from any actions, claims, losses, damages and expenses including but not limited to attorneys' fees that Management may incur as a result of the negligence of the Tenant(s) or any guest occupying or using the Leased Premises.

5. It is acknowledged that Management shall not be liable for any loss of personal property to Tenant, as a result of an infestation of bedbugs. Tenant agrees to have personal property insurance to cover such losses.

By signing below, the undersigned Tenant(s) agree with the terms of and acknowledge having read and understood this addendum.

Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

Co-Tenant: _____ Date: _____

HRHA Representative: _____ Date: _____

HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY DWELLING LEASE

PET POLICY

Addendum E

This Addendum is made part of that certain lease (the "Lease") dated _____ between Hopewell Redevelopment and Housing Authority (referred to as "HRHA" or "Management"), and _____ ("Tenant") for the premises located at _____, Hopewell, Virginia (the "Leased Premises").

Section I. PET OWNERSHIP

Tenant may own one or have one common household pet present in the dwelling unit of such tenant, subject to the following conditions:

1. Each head of household may own one four legged pet, which may be either a dog or cat. The weight of a cat cannot exceed ten (10) pounds (fully grown) and a dog may not exceed 25 pounds (fully-grown). The height of all four-legged animals cannot exceed 15 inches from the front shoulder of the animal. Each bird or aquarium, shall not be counted as one pet.
2. If the pet is a dog or cat, it must be neutered/spayed by the age of six (6) months. Evidence of such neutering/spaying can be provided by a statement/bill from a veterinarian, certified on HRHA Form Exhibit "4", and/or staff of the appropriate agency. Evidence must be provided prior to the execution of this agreement and/or within 10 days of the pet becoming of the age to be neutered/spayed.
3. Tenant must provide waterproof and leak proof litter boxes for cat waste, which must be kept inside the dwelling unit. Cardboard boxes are not acceptable and will not be approved. Tenant shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
4. If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time
5. If the pet is a fish, the aquarium must be ten (10) gallons or less, and the container must be placed in a safe location in the unit. Tenant is limited to one container for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.
6. If the pet is a cat or dog, it must have received rabies and distemper inoculations or boosters, as applicable. Evidence of inoculations can be provided by a statement/bill from veterinarian, certified on HRHA Form Exhibit "4", or by staff of the appropriate agency and must be provided before the execution of the Pet Policy Addendum.
7. All pets must be housed within the Leased Premises and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be taken outside on a leash and kept off other tenants' lawns. Also, all pets must wear collars with identification and license at all times. Pets without a collar will be picked-up immediately by the appropriate agency.
8. All pets must be under the control of an adult leaseholder. An unleashed pet, or one tied to a fixed object, is not considered to be under the control of an adult leaseholder. Pets, which are unleashed, or leashed and unattended, on housing authority property, may be impounded and reported to the appropriate agency for pick-up. It shall be the responsibility of the Tenant to reclaim the pet at the expense of Tenant.
9. Pets may not be left unattended for more than twenty-four (24) consecutive hours. If it is reported to HRHA staff that a pet has been left unattended for more than a twenty-four (24) consecutive hour period, HRHA staff may enter the unit with the appropriate agency to pick-up the animal. Any expense to remove and reclaim the pet from any facility will be the responsibility of Tenant. In the case of an emergency, HRHA will work with Tenant to allow no more than 24 hours for Tenant to make accommodations for the pet.
10. Pets, as applicable, must be weighed by a veterinarian or staff of an appropriate agency. A statement containing the weight of the pet must be provided to HRHA prior to the execution of

HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY DWELLING LEASE

this agreement and upon request by the HRHA at any time following the inception of the Pet Policy Addendum.

11. Responsible Pet Ownership: Each pet must be maintained responsibly and in accordance with this Pet Policy Addendum and in accordance with all applicable ordinances, state and local public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be properly and promptly disposed of by Tenant to avoid any unpleasant and unsanitary odor from being in the unit in accordance with the provisions of HRHA's Pet Policy.

12. Prohibited Animals: Breeds of animals that are considered by HRHA to be vicious and/or intimidating will not be allowed. Some examples of animals that have a reputation of a vicious nature are: reptiles, Rottweiler, Doberman Pinscher, Pit Bull-type dog, German Shepherd, Chow, and/or any animal that displays vicious behavior. This determination will be made by a HRHA representative prior to the execution of this lease addendum.

13. Pets shall not disturb, interfere or diminish the peaceful enjoyment of other Tenants. The terms, "disturb, interfere or diminish" shall include but not be limited to barking, meowing, crying, howling, chirping, biting, scratching and other like activities. This includes any pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one-half hour or more and therefore disturbs any person at any time of the day or night. The HRHA will terminate this authorization if a pet disturbs other tenants under this section of the lease addendum. Tenant will be given one (1) week to make other arrangements for the care of the pet or the Lease will be terminated.

14. If the animal should become destructive, create a nuisance, represent a threat to the safety and security of other persons, or create a problem in the area of cleanliness and sanitation, HRHA will notify Tenant, in writing, that the animal must be removed from the community, within five (5) days of the date of the notice from HRHA. Tenant may request a hearing, which will be handled according to HRHA's established grievance procedure. The pet may remain with Tenant during the hearing process unless HRHA has determined that the pet may be a danger or threat to the safety and security of other persons. If this determination has been made by HRHA, the pet must be immediately removed from the unit upon receipt of the notice from HRHA.

15. The Tenant is solely responsible for cleaning up the waste of the pet within the Lease Premises and on the premises of the public housing development. If the pet is taken outside, it must be on a leash at all times. If there is any visible waste by the pet, Tenant must dispose of it in a plastic bag, which is securely tied and placed in the garbage receptacle for Leased Premises. If the Housing Authority staff is required to clean any waste left by a pet, Tenant will be charged \$25 for the removal of the waste.

16. Tenant shall have pets restrained so that maintenance can be performed in the Leased Premises. Tenant shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals restrained or caged. If a maintenance person enters an apartment where an animal is not restrained, maintenance shall not be performed, and Tenant shall be charged a fee of \$25.00. If this same situation again occurs, the pet shall be removed from the Leased Premises. Pets that are not caged or properly restrained may be impounded by animal control officers and taken to the appropriate agency. It shall be the responsibility of Tenant to reclaim the pet at the expense of the Tenant. Management shall not be responsible if any animal escapes from the residence due to maintenance, inspections, or other activities of the Management.

17. Pets may not be bred or used for any commercial purposes on HRHA property.

Section II. SCHEDULE OF ANNUAL FEES AND INITIAL DEPOSIT FEE AND DEPOSIT SCHEDULE

(A Pet Fee and Deposit is required for each pet)

Type of Pet Fee Deposit	Fee	Deposit
Dog	\$50	\$100
Cat	\$50	\$100
Fish Aquarium	\$0	\$0
Fish Bowl (Requires no power and no larger than two	\$0	\$0

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

gallons)		
Caged Pets	\$0	\$0

The Pet Fee shall be paid at the time of the pet approval and all proof of inoculations and other requirements shall be made available to Management at such time. The Pet Fee is not refundable. The Pet Deposit made shall be utilized to offset damages caused by the pet and/or Tenant. Any balance, if any, from the deposit will be refunded to Tenant.

THERE SHALL BE NO REFUND OF THE PET FEE.

It shall be a serious violation of the Lease for any Tenant to have a pet without proper approval and without having complied with the terms of this Pet Policy Addendum. Such violation shall be considered to be a serious violation of the Lease and this Pet Policy Addendum and Management will issue a termination notice. Tenant will be entitled to a grievance hearing in accordance with the provisions of the lease.

It is understood and agreed that HRHA is not responsible for any damages caused by the pet including but not limited to: bites and scratches to Tenants, neighbors, visitors, staff, HRHA contractors, and others who are lawfully on HRHA's premises or other pets or service animals.

**HOPEWELL REDEVELOPMENT
AND HOUSING AUTHORITY
DWELLING LEASE**

TENANT ACKNOWLEDGMENT

Addendum F

After reading and/or having read to me this lease addendum I/we the undersigned, hereinafter "I," agree to the following:

1. I agree to abide by the requirements outlined in this lease addendum for pet ownership and to keep the pets in accordance with this lease addendum.
2. I agree and understand that I am liable for any damage or injury whatsoever caused by pets and shall pay HRHA for any damages or injury caused by the pets. I also realize that I should obtain liability insurance for pet ownership and that paying for the insurance is my responsibility.
3. I agree to accept full responsibility and will indemnify and hold harmless HRHA for any claims by or injuries to third parties or their property caused by my pets.
4. I agree to pay a non-refundable fee of \$50.00 to cover some of the additional operating cost incurred by HRHA. I also understand that this fee is due and payable prior to the execution of this lease addendum.
5. I agree to pay a refundable pet deposit of \$100.00 to HRHA. The pet fee and initial deposit must be paid prior to the execution of this lease addendum. The pet deposit may be used by HRHA at the termination of the Lease toward payment of any rent or toward payment of any other costs made necessary because of my occupancy of the Leased Premises. Otherwise, the pet deposit, or any balance remaining after final inspection, will be returned to me after the Leased Premises are vacated and all keys have been returned.

I AGREE AND UNDERSTAND THAT ALL INFORMATION CONCERNING MY PET (S) MUST BE UPDATED ANNUALLY AND PROVIDED TO HRHA AT THE ANNUAL REEXAMINATION.

I AGREE AND UNDERSTAND THAT VIOLATING THIS LEASE ADDENDUM MAY RESULT IN THE REMOVAL OF THE PET (S) FROM THE PROPERTY OF HRHA AND/OR EVICTION. I ALSO UNDERSTAND THAT I MAY NOT BE ALLOWED TO OWN ANY TYPE OF PET IN THE FUTURE WHILE BEING AN OCCUPANT OF HRHA.

I ALSO UNDERSTAND THAT I MUST OBTAIN PRIOR APPROVAL FROM HRHA BEFORE MAKING A CHANGE OF A PET FOR WHICH THIS POLICY WAS APPROVED . ALSO, A PICTURE MAY BE TAKEN BY HRHA STAFF OF THE PET (S) FOR DOCUMENTATION. THE PICTURE WILL BE MAINTAINED IN TENANT'S FILE WITH THE APPROPRIATE HRHA MANAGEMENT OFFICE.

Tenant: _____	Date: _____
Co-Tenant: _____	Date: _____
Co-Tenant: _____	Date: _____
Co-Tenant: _____	Date: _____
Co-Tenant: _____	Date: _____
HRHA Representative: _____	Date: _____

Hopewell Redevelopment & Housing Authority



350 East Poythress Street
P.O. Box 1361
Hopewell, Virginia 23860
Phone: (804) 458-5160, 541-1458
Fax: (804) 458-3364
TDD: 1-800-828-1120

April 16, 2014

Dear Resident:

This letter serves as 60 day notice that The Hopewell Redevelopment & Housing Authority (HRHA) is proposing adoption of a revised Public Housing Utility Allowance (electric/gas) and Flat Rent schedule. A revision is needed to reflect new regulations, HUD guidance and electric/gas rate changes.

On January 17, 2014, The President signed the Department of Housing and Urban Development Appropriations Act 2014. The Act requires HRHA to establish flat rent no less than 80 percent of the Fair Market Rent (FMR). The agency will only increase flat rent of existing families 35 percent annually. Utility Allowance is not considered in flat rent.

Once a year, HRHA gives each family the opportunity to choose between the two methods for determining the amount of tenant rent payable monthly by the family. You may choose to pay as tenant rent either a flat rent or an income-based rent. Except for financial hardship the family may not be offered this choice more than once a year. HUD regulations define financial hardship.

HRHA is also required by HUD to review our Public Housing Utility Allowance schedule, at a minimum, every year. HRHA reviewed the gas and electric rates and current allowances at the beginning of this year.

Attached are the Utility Allowance and Flat Rent schedules for your review. You have 30 days from the date of this letter to review and provide comments. The comment period ends May 19, 2014. HRHA will review all comments at the close of the comment period. All comments will be responded to within five business days of the close of the comment period. Such written comments will be retained by HRHA staff and shall be available for inspection by residents.

Proposed Effective Date of Implementation: July 1, 2014

Request for relief from surcharge for excess consumption, payment of supplier billings in excess of the allowances for resident purchased utilities, may be granted by HRHA on reasonable grounds, such as special needs for the elderly, ill, or disabled, or special factors on a case by case basis. Such relief may be initiated by the verbal or written making of such request as an accommodation.

HRHA records and documents the basis for the proposed utility allowance. This information is also available for review at the locations noted below.

The proposed Public Housing Utility Allowance and Flat Rent Schedules are attached to this letter and located at the following locations for viewing:

1. **Thomas Rolfe Community Office:**

Address: 211 S. 7th Avenue, Hopewell, VA 23860
Phone Number: (804) 452-1880

2. **Piper Square Community Office:**

Address: 1529 Piper Square Dr., Hopewell, VA 23860
Phone Number: (804) 541-0392

3. **Kippax Place Community Office:**

Address: 100 S. Kippax Street, Hopewell, VA 23860
Phone Number: (804) 541-0311

4. **Administration Building**

Address: 350 E. Poythress Street, Hopewell, VA 23860
Phone Number: (804) 458-5160

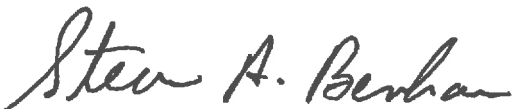
5. **Hopewell Library**

Address: 209 E. Cawson Street, Hopewell, VA 23860

Please provide your comments in writing or verbally to any of the locations noted above. Your comments shall be considered by the agency before formal adoption of the revised Utility Allowance and Flat Rent Schedules.

Should you have any questions about the information in the letter, please contact your Housing Manager.

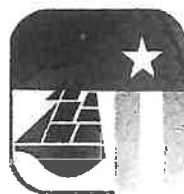
Sincerely,



Steven A. Benham
Executive Director

Attachment

Hopewell Redevelopment & Housing Authority



350 East Poythress Street
P.O. Box 1361
Hopewell, Virginia 23860
Phone: (804) 458-5160
Fax: (804) 458-3364
TDD: 1-800-828-1120

Hopewell Redevelopment & Housing Authority, VA

Public Housing

Proposed Monthly Consumption Allowances

Chart 1

Check-Metered Utilities

Update 2014

Building Type: Row House/Townhouse

Davisville VA-5-1 (EE Equip: Win, WH)	OBR	1BR	2BR	3BR	4BR	5BR
Electricity (kWh) L&A)		168	209	256		
Natural Gas (ccfs) S(WH,C)		14	18	19		
Natural Gas (ccfs) W(H,WH,C)		33	40	47		
Summer Natural Gas Months 4		56	72	76		
Winter Natural Gas Months 8		264	320	376		
Average Monthly Natural Gas (ccfs)		27	33	38		

Building Type: Row House/Townhouse

Thomas Rolfe Court, Edward Bland Court, Piper Square VA-5-2,3,7 (EE Equip: Win, WH)	OBR	1BR	2BR	3BR	4BR	5BR
Electricity (kWh) L&A)		168	209	256	300	
Natural Gas (ccfs) S(WH,C)		14	18	19	21	
Natural Gas (ccfs) W(H,WH,C)		30	39	45	50	
Summer Natural Gas Months 4		56	72	76	84	
Winter Natural Gas Months 8		240	312	360	400	
Average Monthly Natural Gas (ccfs)		25	32	36	40	

A monthly average of the summer and winter consumptions were used for the natural gas.

L&A= Lights & Appliances

H= Space Heating

WH= Water Heater

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

Hopewell Redevelopment & Housing Authority, VA
Public Housing

Proposed Monthly Consumption Allowances
Chart 1

Building Type: Semi-Detached/Duplex

Thomas Rolfe Extension VA-5-4 (EE Equip: Win, WH)	OBR	1BR	2BR	3BR	4BR	5BR
Electricity (kWh) L&A)		168	209	256	300	
Natural Gas (ccfs) S(WH,C)		16	19	21	23	
Natural Gas (ccfs) W(H,WH,C)		37	42	51	56	
Summer Natural Gas Months 4		64	76	84	92	
Winter Natural Gas Months 8		296	336	408	448	
Average Monthly Natural Gas (ccfs)		30	34	41	45	

Hopewell Redevelopment & Housing Authority
Decision Memorandum

To:	Steven Benham – Executive Director	Date:	4/8/14
From:	Madelyn Madison-Hyde	Target Date:	Upon Approval
Subject:	Utility Allowance Schedule Revision & Flat Rent Revision		

Discussion:	<p>This DM sets forth a recommendation to approve the proposed Flat Rent and Utility Allowance Revision.</p> <p style="text-align: center;"><i>Utility Allowance Revision</i></p> <p>Background(Utility Allowance)</p> <p>To keep assisted housing affordable for lower-income households, federal housing law directs that the resident's share of rent in federally assisted public housing should equal 30 percent of the household's adjusted monthly income. In interpreting the federal housing law, HUD has defined the Total Resident Payment for "rent" to include both shelter and the costs for reasonable amounts of utilities. The amount that a PHA determines is necessary to cover the resident's reasonable utility costs is the utility allowance.</p> <p>Such allowances are estimates of the expenses associated with different types of utilities and their uses. The utilities for which allowances may be provided include electricity, natural gas, propane, fuel oil, wood or coal, and water and sewage service, as well as garbage collection. The functions, or end-uses, covered by an allowance may include space heating, water heating, cooling, refrigeration, lighting, or appliances. Allowances are not provided for telephone service. The utility allowance is not meant to pay all utility costs but rather it is to reimburse a prudent utility consumer for their utility expense.</p> <p>The agency used the Consumption-Based Methodology. Allowances are developed using actual consumption data from dwelling units in the PHA's portfolio. With the consumption-based methodology, the PHA uses actual utility data on past consumption by its residents to establish utility allowances.</p> <p>Allowances are then established through the following process:</p> <ul style="list-style-type: none"> •collecting the consumption data •grouping the data into allowance categories •cleaning the data and checking the statistical validity of the data sets •determining the "typical" consumption for each allowance category •adjusting the data for any non-allowable end-uses (if such consumption has not already been removed from the data) •converting consumption allowances to dollar allowances <p>Rationale</p> <p>The agency has not kept up with HUD requirements regarding review and revision of utility allowances. The last documented revision to utility allowances was in 1994. The current schedule reflects the current utility allowance schedule became effective June 1, 1994. Owners of housing properties that receive subsidy assistance, and for which HUD provides a utility allowance, are required to adjust their properties' utility allowance every year. Analysis is required by HUD, at a minimum every year. In addition to the annual adjustment, the owner must request approval of revised utility allowances whenever a utility rate change would cause a cumulative increase of at least 10 percent or more in the most recently approved utility allowances.</p>
--------------------	---

Based on the revisions proposed the agency is expected to receive positive financial gains in both electric and gas. The estimated gains for each community are noted below:

*** February 2014****

Community	Current Gas Total	Current Electric Total	Estimated Monthly Net Gain After Implementation of Proposed Gas Allowance	Estimated Monthly Net Gain After Implementation of Proposed Electric Allowance
Davisville/Bland Court	\$744.33	\$908.69	\$4,791.13	\$1846.09
Thomas Rolfe	\$743.04	\$996.74	\$8048.76	\$2627.06
Piper Square	\$50.31	\$210.55	\$3268.86	\$896.95

Implementation

The agency will give the residents a 60 day notice. Staff will notify residents, RAB, and HUD of the proposed revision April 11, 2014. A public hearing will be held April 21, 2014. The Executive Committee will be briefed on April 17, 2014. Board Approval will occur on May 12, 2014. New Utility Allowances will go into effect July 1, 2014.

Flat Rent Revision

Background

On January 17, 2014, The President signed the Department of Housing and Urban Development Appropriations Act 2014. Section 210 of that act amended the United States Housing Act of 1937 to create new rules for public housing residents. The Act required the agency to establish flat rent no less than 80 percent of the Fair Market Rent (FMR).

(24 CFR 960.253(d)) The flat rent is based on the market rent charged for comparable units in the private unassisted rental market. It is equal to the estimated rent for which the PHA could promptly lease the public housing unit after preparation for occupancy. Utility Allowance is not considered in flat rent.

Once a year, the PHA must give each family the opportunity to choose between the two methods for determining the amount of tenant rent payable monthly by the family. The family may choose to pay as tenant rent either a flat rent or an income-based rent. Except for financial hardship the family may not be offered this choice more than once a year. HUD regulations define financial hardship.

Rationale:

Section 210 requires PHA's to comply with the new requirements by June 1, 2014. The agency's current flat rents were executed in 1989. The agency's flat rents are below the 80 percent threshold.

There are currently 31 residents on flat rent. The 35 percent increase in flat rents will bring the agency an estimated \$8,190.00 in annual income on rents. (Lists of residents on flat rent attached)

Implementation:

The agency will give the residents a 60 day notice as required. The new flat rent schedule will applied to all

applicable families at their next annual rent option or annual reexamination. The agency will only increase flat rent of existing families 35% annually.

Staff will notify residents and RAB of the proposed revision April 11, 2014. A public hearing will be held April 21, 2014. The Executive Committee will be briefed on April 17, 2014. Board Approval will occur on May 12, 2014.

Effect on current residents

Community	Current Flat Rent	Flat Rent After Increase of %35	Recommended Increase
Davisville	350	472.50	472.00
Thomas Rolfe Court	425	573.75	573.00
Edward/Bland Court	350	472.50	472.00
Thomas Rolfe Court Extension	425	573.75	573.00
Piper Square	425	573.75	573.00
Kippax Place	375	506.25	506.00

Proposed Agency-Wide Flat rent schedule-

- Efficiency \$632
- One Bedroom \$664
- Two Bedroom \$787.20
- Three Bedroom \$1035.20
- Four Bedroom \$1,254.40

**** Proposed Schedule is based off 80 percent of the FY 2014 Hopewell City Fair Market Rent.*******

Initiator Signature:
SG

John P. Feil

Date: 4 / 7 / 14

Comments: Concur

Input Signature:
MMH

Maddy Madi Hys

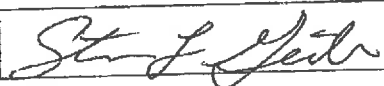
Date: 4 / 11 / 14

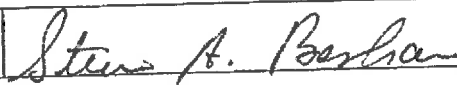
Comments:

Note: Copy and paste Signature and Comments section for additional input and/or approval

Complete the following if funding is being requested:

Amount:	N/A	Financing Source:	N/A
Budget Authority Signature:	<i>1/14</i>	Date:	<u> </u> / <u> </u> / <u> </u>

Finance Reviewer Signature:		Date: <u>4/11/14</u>
--------------------------------	---	----------------------

Signature for Final Approval: SB		Date: <u>4/12/14</u>
Comments:		

Attachments:	<p>HUD Flat Rent Revision Notice FY2014 Fair Market Rent Documentation HMS Report: PH Tenant Flat Rent with dates by Tenant Proposed Utility Allowances Allowance Comparison Reports for Each Community Old Utility Allowance Schedule</p>
--------------	--

FY 2014 Fair Market Rent Documentation System — Calculation for Hopewell city



FY 2014 FAIR MARKET RENT DOCUMENTATION SYSTEM

The Final FY 2014 Hopewell city FMRs for All Bedroom Sizes

The following table shows the Final FY 2014 FMRs by unit bedrooms for
Hopewell city.

Final FY 2014 FMRs By Unit Bedrooms				
<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedroom</u>	<u>Three-Bedroom</u>	<u>Four-Bedroom</u>
\$790	\$830	\$984	\$1,294	\$1,568

FY 2014 FMR areas continue to use the revised Office of Management and Budget (OMB) area definitions that were first issued in 2003 along with HUD defined Metropolitan areas (HMFAs) as described in the FY2011 FMR documentation, which can be found at ([Hopewell city FY2011 FMR Documentation system](#)). No changes have been made to these OMB-defined areas since the publication of Final FY2011 FMRs

NOTE: This is a 50th Percentile Final FY 2014 FMR area as established by HUD regulations. To see the Final 40th Percentile Rents for Hopewell city please [click here](#).

Fair Market Rent Calculation Methodology

Show/Hide Methodology Narrative

Fair Market Rents for metropolitan areas and non-metropolitan FMR areas are developed as follows:

1. 2007-2011 5-year American Community Survey (ACS) estimates of 2-bedroom adjusted standard quality gross rents calculated for each FMR area are used as the new basis for FY2014.

In areas where the 2007-2011 5-year ACS 2-bedroom adjusted standard quality gross rent estimate is less than its respective margin of error, the state non-metro estimate of 2-bedroom adjusted standard quality gross rent is used.

FY 2014 Fair Market Rent Documentation System — Calculation for Hopewell city

2. HUD calculates a recent mover adjustment factor by comparing a 2011 1-year 40th percentile recent mover 2-bedroom rent to the 2007-2011 5-year 40th percentile adjusted standard quality gross rent. If either the recent mover and non-recent mover rent estimates has a margin of error that includes zero, HUD uses the recent mover adjustment for a larger geography. For metropolitan areas, the order of geographies examined is: FMR Area, Entire Metropolitan Area (for Metropolitan Sub-Areas), State Metropolitan Portion, Entire State, and Entire US; for non-metropolitan areas, the order of geographies examined is: FMR Area, State Non-Metropolitan Portion, Entire State, and Entire US. The recent mover adjustment factor is floored at one.
3. HUD calculates the appropriate recent mover adjustment factor between the 5-year data and the 1-year data and applies this to the 5-year base rent estimate.
4. Rents are calculated as of December 2012 using the relevant (regional or local) change in CPI from annual 2011 to annual 2012 as well as the change in national CPI from annual 2012 to December 2012.
5. All estimates are then trended from December 2012 to April 2014 (15 months) with a trending factor of 2.68 percent per year.
6. The FY2014 FMR is then calculated by multiplying the base rent, the recent mover adjustment factor, the CPI adjustment, and the trend factor.
7. FY2014 FMRs are then compared to a state minimum rent, and any area whose preliminary FMR falls below this value is raised to the level of the state minimum.

The results of the Fair Market Rent Step-by-Step Process

1. The following are the 2011 American Community Survey 5-year 2-Bedroom Adjusted Standard Quality Gross Rent estimate and margin of error for Richmond, VA HUD Metro FMR Area. The following calculations are based on data for the entirety of the OMB-defined metropolitan area of Richmond, VA MSA and not Richmond, VA HUD Metro FMR Area because neither the 2000 Census 40th Percentile Base Rent nor the 2000 Census Median Family Income differs from the official metropolitan area's 2000 Census 40th Percentile Base Rent or 2000 Census Median Family Income by at least 5 percent; however, such differences do exist for other HMFAs within Richmond, VA MSA.

Area	ACS ₂₀₁₁ 5-Year 2-Bedroom Adjusted Standard	ACS ₂₀₁₁ 5-Year 2-Bedroom Adjusted Standard	Ratio	Result

FY 2014 Fair Market Rent Documentation System — Calculation for Hopewell city

	Quality Gross Rent	Quality Gross Rent Margin of Error		
Richmond, VA HUD Metro FMR Area	<u>\$895</u>	\$8	$\$8 / \$895 = 0.009$	0.009 < 1 Use ACS ₂₀₁₁ 5-Year Richmond, VA HUD Metro FMR Area 2-Bedroom Adjusted Standard Quality Gross Rent

Since the ACS₂₀₁₁ Margin of Error Ratio is less than 1, the ACS₂₀₁₁ Richmond, VA HUD Metro FMR Area value is used for the estimate of 2-Bedroom Adjusted Standard Quality Gross Rent:

Area	ACS ₂₀₁₁ Rent
Richmond, VA HUD Metro FMR Area	\$895

2. A recent mover adjustment factor is applied based on the smallest area of geography which contains Richmond, VA HUD Metro FMR Area and has an ACS₂₀₁₁ 1-year Adjusted Standard Quality Recent-Mover estimate with a Margin of Error Ratio that is less than 1.

Area	ACS ₂₀₁₁ 1- Year 2- Bedroom Adjusted Standard Quality Recent- Mover Gross Rent	ACS ₂₀₁₁ 1- Year 2- Bedroom Adjusted Standard Quality Recent- Mover Gross Rent Margin of Error	Ratio	Result
Richmond, VA HUD Metro FMR Area	<u>\$872</u>	\$25	$\$25 / \$872 = 0.029$	0.029 < 1 Use ACS ₂₀₁₁ 1-Year Richmond, VA HUD Metro FMR Area 2-Bedroom Adjusted Standard

FY 2014 Fair Market Rent Documentation System — Calculation for Hopewell city

Area	ACS ₂₀₁₁ 1-Year 2-Bedroom Adjusted Standard Quality Recent-Mover Gross Rent	ACS ₂₀₁₁ 1-Year 2-Bedroom Adjusted Standard Quality Recent-Mover Gross Rent Margin of Error	Ratio	Result
				QualityRecent-Mover Gross Rent

The smallest area of geography which contains Richmond, VA HUD Metro FMR Area and has an ACS₂₀₁₁ 1-year Adjusted Standard Quality Recent-Mover estimate with a Margin of Error Ratio that is less than 1 is Richmond, VA HUD Metro FMR Area.

3. The calculation of the relevant Recent-Mover Adjustment Factor for Richmond, VA HUD Metro FMR Area is as follows:

ACS ₂₀₁₁ 5-Year Area	ACS ₂₀₁₁ 5-Year 40th Percentile 2-Bedroom Adjusted Standard Quality Gross Rent	ACS ₂₀₁₁ 1-Year 40th Percentile 2-Bedroom Adjusted Standard Quality Recent-Mover Gross Rent
Richmond, VA HUD Metro FMR Area	<u>\$842</u>	<u>\$872</u>

Although Richmond, VA HUD Metro FMR Area is a 50th percentile area for 2014, the Recent-Mover Adjustment Factor is based on 40th percentile rents in order to maintain consistency across calculations.

Area	Ratio	Recent-Mover Adjustment Factor
Richmond, VA HUD Metro FMR Area	$\frac{\$872}{\$842} = 1.0356$	1.0356 > 1.0 Use calculated Recent-Mover Adjustment Factor of 1.0356

4. The calculation of the relevant CPI Update Factors for Richmond, VA HUD Metro FMR Area is as follows: HUD updates the 2011 intermediate rent with

FY 2014 Fair Market Rent Documentation System — Calculation for Hopewell city

the ratio of the annual 2012 local or regional CPI to the annual 2011 local or regional CPI to establish rents as of 2012. HUD then updates this 2012 annual CPI with the ratio of the December 2012 national CPI to the annual 2011 national CPI to establish rents as of December 2012.

Update Factor		Type
CPI Update Factor	<u>1.0275</u>	Regional CPI

5. The calculation of the Trend Factor is as follows: HUD applies an additional 15 months of trending to update rents to April, 2014, the mid-point of FY 2014. This trend factor is determined by taking the average annual growth rate in the national 1-Year Median Gross Rent between the 2007 and 2011 American Community Surveys.

ACS ₂₀₀₇ U.S. 1-Year Median Gross Rent	ACS ₂₀₁₁ U.S. 1-Year Median Gross Rent	Average Annual Change in U.S. 1-Year Median Gross Rent	Trend Factor 2.68% for 1.25 years
\$763	\$871	$(\$871 / \$763)$ $^{1/5} = (1.1415)$ $^{1/5} = 1.0268$	$1.0268^{1.25} = 1.03365$

6. The FY 2014 2-Bedroom Fair Market Rent for Richmond, VA HUD Metro FMR Area is calculated as follows:

Area	ACS ₂₀₁₁ 5-Year Estimate	Recent-Mover Adjustment Factor	Annual 2011 to December 2012 CPI Adjustment	Trending 2.68% for 1.25 years	FY 2014 2-Bedroom FMR
Richmond, VA HUD Metro FMR Area	\$895	1.0356	1.0275	1.0336	$\$895 *$ $1.0356 *$ $1.0275 *$ $1.0336 = \$984$

7. In keeping with HUD policy, the preliminary FY 2014 FMR is checked to ensure that it does not fall below the state minimum for Virginia:

Area	Final FY 2014 2-Bedroom FMR
------	-----------------------------

03/25/2014
4:31:06 PM
nj

H.M.S. for Windows
Tenant Applicant Report
PH Tenant Flat Rent with Dates by Tenant

R:\apps\hms\reports\flatrentd.qpr

EFFECTIVE → JUNE

Unit	Tenant Name	Units	Effective Date	Rent	Amount Due	Expiration Date
<u>Low Rent/Denise Jones (5510/001)</u>						
181-10	Brown, Keoyeta	3	04/01/2014	350.00	473.75	04/01/2015
111-4	Broxie, Renee B	1	06/01/2013	350.00	500.00	06/01/2014
176-5	Butts, Carol A	3	08/01/2013	350.00		08/01/2014
167-7	Crenshaw, Alice	2	06/01/2013	350.00		06/01/2014
154-11	Edmonds, Thana	2	05/01/2014	350.00		05/01/2015
162-12	Kilby, Lowell	1	02/07/2014	350.00		07/01/2014
140-7	Mattions, Tanisha	3	03/01/2014	350.00	472.50	03/01/2015
178-11	Mulrahi, Constance	2	04/01/2014	350.00		04/01/2015
175-5	Pate, Esther	2	03/01/2014	350.00		03/01/2015
108-9	Price, Seneca	2	12/01/2013	350.00		09/01/2014
190-8	Rickard, Elizabeth	2	07/01/2013	350.00		07/01/2014
130-9	Saunders, Denise M	2	07/01/2013	350.00		07/01/2014
105-8	Wilson, Eliza	2	04/01/2014	350.00		04/01/2015
13	Subgroup:			4,550.00		
13	Project:			4,550.00		
<u>Low Rent/Denise Jones (5510/002)</u>						
207-8	Balloy, Andrea	3	01/01/2014	425.00		01/01/2015
249-5	Hayes, Stacy	2	05/01/2014	425.00		05/01/2015
204-4	Roach, Linda B	2	05/01/2014	425.00	573.75	05/01/2015
231-13	Starks, Schamette A	4	02/01/2014	425.00		02/01/2015
223-8	Travis, Tammy A	2	02/01/2014	425.00		02/01/2015
5	Subgroup:			2,125.00		
5	Project:			2,125.00		
<u>Low Rent/Denise Jones (5510/003)</u>						
311-10	Allen, Michelle	2	02/01/2014	350.00		02/01/2015
324-10	Armistead, Sylvia L	3	07/01/2013	350.00		07/01/2014
319-5	Ololson, Yonda L	4	04/01/2014	350.00		04/01/2015
320-4	Lewis, Patricia A	4	04/01/2013	350.00		04/01/2014
314-1	Reid, Paulette	3	04/01/2014	350.00	472.50	04/01/2015
323-7	Spriggs, Myra	3	08/01/2013	350.00		08/01/2014
308-6	Tilweatt, Diana R	3	08/22/2013	350.00		08/01/2014
315-2	Wilson, Ann E	3	04/01/2013	350.00		04/01/2014
8	Subgroup:			2,800.00		
8	Project:			2,800.00		
<u>Low Rent/Denise Jones (5510/004)</u>						
427-9	Boothe, Tiffany	3	08/01/2013	425.00		08/01/2014
438-7	Bright, Veronica	2	10/01/2013	425.00		10/01/2014
443-6	Clerk, Shilika	4	04/01/2014	425.00		04/01/2015
436-6	Crookett, Princess	1	04/01/2014	425.00		04/01/2015
446-9	Davis, Stacey N	2	01/01/2014	425.00	573.75	01/01/2015
432-5	Fisher, Connie	1	01/01/2014	425.00		01/01/2015
441-1	Sampson, Ruth A	4	01/01/2014	425.00		01/01/2015
401-2	Williams, Katherine	2	10/01/2013	425.00		10/01/2014
8	Subgroup:			3,400.00		
8	Project:			3,400.00		
<u>Low Rent/Denise Jones (5510/005)</u>						
535-7	Arlis, Janice	3	09/01/2013	375.00		09/01/2014
530-13	Crookett, Veldreka	2	02/01/2014	375.00		02/01/2015
501-11	Jones, Katrina	5	12/01/2013	375.00		04/01/2014
521-9	Lee, Crystal	4	03/01/2014	375.00		08/01/2014
529-9	McDougal, Jerome	2	10/01/2013	375.00	500.25	10/01/2014
503-11	Perry, Tanaya	2	03/01/2014	375.00		03/01/2015
539-3	Shands, Alice M	3	03/01/2014	375.00		01/01/2015
540-3	Taylor, Wendy N	3	11/01/2013	375.00		11/01/2014
507-7	Trowell, Carmen	4	02/01/2014	375.00		02/01/2015
9	Subgroup:			3,375.00		
9	Project:			3,375.00		
<u>Low Rent/Denise Jones (5510/006)</u>						
602-8	Brown, Edward	2	05/01/2013	375.00		05/01/2014

03/25/2014 .

4:31:06 PM

aj

H.M.S. for Windows
Tenant Applicant Report
PH Tenant Flat Rent with Dates by Tenant

2

f:\apps\hms\reports\flatmid.qpr

Unit	Tenant Name	Units	Effective Date	Rent	Amount Due	Next Due Date
700-3	Dolano, Indiana	1	03/01/2014	375.00		03/01/2015
610-4	Parley, Joanna L.	1	07/01/2013	375.00		07/01/2014
663-9	Johnson, Van	0	11/01/2013	375.00		09/01/2014
680-7	Maolin, Raymond B	1	07/01/2013	375.00		07/01/2014
662-12	Mills, Jr., George W	0	09/01/2013	375.00		09/01/2014
671-8	Neely, John	0	10/01/2013	375.00		10/01/2014
637-12	Pate-Hamlin, Marjorie	0	03/01/2014	375.00		01/01/2015
613-5	Salterwhite, Willie B	0	09/01/2013	375.00		06/01/2014
603-4	Saucier, Patricia	2	09/01/2013	375.00		09/01/2014
10						
10						
	Subgroup:			3,750.00		
	Project:			3,750.00		
	Subgroup/Project Total (6510/002)					
719-12	Blowe, Britney	2	07/01/2013	425.00		09/01/2014
728-2	Bunt, Lechia	1	09/01/2013	425.00		09/01/2014
701-2	Cox, Rosn	2	09/01/2013	425.00		09/01/2014
777-6	Garris, Hope S	3	04/01/2014	425.00		04/01/2015
804-10	Hill, Monique	3	08/01/2013	425.00		08/01/2014
733-9	McCaskoy, Lakesha	3	04/01/2014	425.00		11/01/2014
729-8	Morso, William	1	05/01/2014	425.00		03/01/2015
726-9	Ponder, Pecolia D	1	06/01/2013	425.00		06/01/2014
8						
8						
61						
61						
	Subgroup:			3,400.00		
	Project:			3,400.00		
	Program:			23,400.00		
	Rpt Total:			23,400.00		

31



Hopewell Redevelopment & Housing Authority, VA
Public Housing

PROPOSED MONTHLY CONSUMPTION ALLOWANCES

Chart 1

Check-Metered Utilities

UPDATE 2014

Building Type: Row House/Townhouse

Davisville VA-5-1 (EE Equip: Win,WH)		0BR	1BR	2BR	3BR	4BR	5BR
Electricity (kWh) (L&A)			168	209	256		
Natural Gas (ccfs) S(WH,C)			14	18	19		
Natural Gas (ccfs) W(H,WH,C)			33	40	47		
Summer Natural Gas Months	4		56	72	76		
Winter Natural Gas Months	8		264	320	376		
Average Monthly Natural Gas (ccfs)			27	33	38		

**Thomas Rolphe Court, Edward
Bland Court, Piper Square**

Building Type: Row House/Townhouse

VA-5-2,3,7 (EE Equip: Win,WH)		0BR	1BR	2BR	3BR	4BR	5BR
Electricity (kWh) (L&A)			168	209	256	300	
Natural Gas (ccfs) S(WH,C)			14	18	19	21	
Natural Gas (ccfs) W(H,WH,C)			30	39	45	50	
Summer Natural Gas Months	4		56	72	76	84	
Winter Natural Gas Months	8		240	312	360	400	
Average Monthly Natural Gas (ccfs)			25	32	36	40	

A monthly average of the summer and winter consumptions were used for the natural gas.

L&A= Lights & Appliances

EE Equip= Energy Efficient Equipment

H= Space Heating

Win= Windows

WH= Water Heating

C= Cooking

Note: Public Housing utility allowances are calculated similar to method of utility providers. These allowances are not calculated by end use (like Section 8), but by total usage for each utility type.

Hopewell Redevelopment & Housing Authority, VA
Public Housing

PROPOSED MONTHLY CONSUMPTION ALLOWANCES
Chart 1

Thomas Rolphe Extension VA-5-4 (EE Equip: Win,WH)		Building Type: Semi-Detached/Duplex					
		0BR	1BR	2BR	3BR	4BR	5BR
Electricity (kWh) (L&A)			168	209	256	300	
Natural Gas (ccfs) S(WH,C)			16	19	21	23	
Natural Gas (ccfs) W(H,WH,C)			37	42	51	56	
Summer Natural Gas Months	4		64	76	84	92	
Winter Natural Gas Months	8		296	336	408	448	
Average Monthly Natural Gas (ccfs)			30	34	41	45	

	Name	Last Reading	Current Reading	Current Usage	Usage in Excess	Excess Charge	Amount to Tenant	Charge Tenant?	Charge Rate	Maximum Usage
101	Berry, Latonya	51,750.00	52,073.00	323	50	\$4.70	\$4.70	N	0.094	273
102	Thompson, Gilbert	24,610.00	24,848.00	236	0	\$0.00	\$0.00	N	0.094	273
111	Brode, Renee	20,249.00	20,499.00	240	0	\$0.00	\$0.00	N	0.094	273
112	Blanding, Unyses	18,270.00	18,515.00	245	0	\$0.00	\$0.00	N	0.094	273
113	Harris, Michael	35,187.00	35,687.00	500	227	\$21.34	\$21.34	N	0.094	273
114	Webster, Maurice	36,844.00	36,087.00	223	0	\$0.00	\$0.00	N	0.094	273
123	Hayes, Alberta	31,059.00	31,398.00	359	86	\$8.08	\$8.08	N	0.094	273
124	Harrison, Patricia	36,040.00	36,289.00	248	0	\$0.00	\$0.00	N	0.094	273
125	Gray, Elvis	32,355.00	32,463.00	114	0	\$0.00	\$0.00	N	0.094	273
126	Tyler, Jimmy	42,091.00	42,415.00	324	51	\$4.79	\$4.79	N	0.094	273
135	Coleman, Cynthia	30,883.00	31,281.00	382	119	\$11.19	\$11.19	N	0.094	273
136	Berry, Alecia	44,948.00	45,234.00	288	15	\$1.41	\$1.41	N	0.094	273
137	Massenburg, Harold	23,214.00	23,411.00	197	0	\$0.00	\$0.00	N	0.094	273
147	Phillips, Denon	28,621.00	28,834.00	213	0	\$0.00	\$0.00	N	0.094	273
148	Bailey, Francis	23,985.00	24,243.00	258	0	\$0.00	\$0.00	N	0.094	273
149	Montre, Cynthia	38,215.00	38,474.00	259	0	\$0.00	\$0.00	N	0.094	273
150	Ellis, Richard	63,414.00	63,720.00	306	33	\$3.10	\$3.10	N	0.094	273
151	Stuchvant, Marion	33,965.00	34,286.00	321	48	\$4.51	\$4.51	N	0.094	273
152	Stuchvant, Mary	25,878.00	25,650.00	274	1	\$0.09	\$0.09	N	0.094	273
159	Allen, Lonnie	32,928.00	33,102.00	174	0	\$0.00	\$0.00	N	0.094	273
160	Perry, Taluan	20,042.00	20,385.00	353	80	\$7.52	\$7.52	N	0.094	273
161	Vacant Unit	39,705.00	39,794.00	89	0	\$0.00	\$0.00	N	0.094	273
162	Strands, Willie	30,518.00	30,815.00	297	24	\$2.26	\$2.26	N	0.094	273
171	Roney, Gloria	35,500.00	35,458.00	158	0	\$0.00	\$0.00	N	0.094	273
172	Devoranteno, Cortez	18,032.00	18,321.00	289	16	\$1.50	\$1.50	N	0.094	273
173	Tyler, Rufus	36,944.00	36,841.00	297	24	\$2.26	\$2.26	N	0.094	273
174	Wooden, Antoinette	37,627.00	37,860.00	283	0	\$0.00	\$0.00	N	0.094	273
183	Kelly, Lowell	19,293.00	19,344.00	51	0	\$0.00	\$0.00	N	0.094	273
184	Alexander, Terika	35,934.00	35,196.00	262	0	\$0.00	\$0.00	N	0.094	273
185	Tyler, Albert	46,653.00	46,996.00	333	60	\$5.64	\$5.64	N	0.094	273
186	Givens, Edith	36,115.00	36,556.00	541	268	\$25.19	\$25.19	N	0.094	273
195	Bizzard, Bertha	25,529.00	26,021.00	492	219	\$20.59	\$20.59	N	0.094	273

\$124.17

	Current Usage	Maximum Usage	Usage in Excess	Charge Rate	Excess Charge
323	188	168	15	0.094	\$6.58
238	168	168	72	0.094	\$6.77
240	168	168	77	0.094	\$7.24
245	168	168	332	0.094	\$31.21
500	168	168	55	0.094	\$5.17
223	168	168	191	0.094	\$17.95
359	168	168	81	0.094	\$7.61
249	168	168	0	0.094	\$0.00
114	168	168	155	0.094	\$14.65
324	168	168	224	0.094	\$21.05
392	168	168	120	0.094	\$11.28
288	168	168	29	0.094	\$2.73
197	168	168	45	0.094	\$4.23
213	168	168	90	0.094	\$8.46
258	168	168	91	0.094	\$8.55
259	168	168	138	0.094	\$12.97
306	168	168	153	0.094	\$14.38
321	168	168	106	0.094	\$9.95
274	168	168	6	0.094	\$0.56
174	168	168	185	0.094	\$17.39
353	168	168	0	0.094	\$0.00
89	168	168	129	0.094	\$12.13
297	168	168	0	0.094	\$0.00
158	168	168	121	0.094	\$11.37
289	168	168	128	0.094	\$12.13
297	168	168	65	0.094	\$6.11
233	168	168	0	0.094	\$0.00
51	168	168	94	0.094	\$8.84
262	168	168	165	0.094	\$15.51
333	168	168	373	0.094	\$35.06
541	168	168	324	0.094	\$30.46
492	168	168			\$334.94

\$613.44

Edward Bland 3BR - Electric

Edward Bland 4BR - Electric

[illegible]

[illegible]

Edward Bland 28R - Gas

Unit Nr	Bf	Current Name	Last Reading	Current Reading	Current Usage	Usage in Excess	Excess Charge	Amount to Charge	Charge Rate	Maximum Usage	Current Usage	Maximum Usage	Usage in Excess	Charge Rate	Excess Charge
302	2	Williams, Dineet	1,712.00	1,738.00	76	4	\$5.16	\$5.16	1.29	72	76	39	37	1.29	\$47.73
303	2	Allen, William	10,689.00	10,803.00	114	42	\$54.18	\$54.18	1.29	72	114	39	75	1.29	\$96.75
304	2	Gholson, Donstra	9,542.00	9,624.00	82	10	\$12.90	\$12.90	1.29	72	82	39	43	1.29	\$55.47
305	2	Walker, Tiffany	9,813.00	9,890.00	77	5	\$6.45	\$6.45	1.29	72	77	39	38	1.29	\$49.02
310	2	Tyler, Sophie	10,002.00	10,085.00	83	11	\$14.19	\$14.19	1.29	72	83	39	44	1.29	\$56.76
311	2	Allen, Michelle	8,706.00	8,790.00	84	12	\$15.48	\$15.48	1.29	72	84	39	45	1.29	\$58.05
312	2	Sith, Keyshona	9,714.00	9,765.00	51	0	\$0.00	\$0.00	1.27	72	51	39	12	1.27	\$15.24
313	2	Johnson, Samona	1,356.00	1,471.00	115	43	\$55.47	\$55.47	1.29	72	115	39	76	1.29	\$98.04
\$163.83															

\$477.06**Edward Bland 38R - Gas**

Unit Nr	Bf	Current Name	Last Reading	Current Reading	Current Usage	Usage in Excess	Excess Charge	Amount to Charge	Charge Rate	Maximum Usage	Current Usage	Maximum Usage	Usage in Excess	Charge Rate	Excess Charge
301	3	Sader, Loretta	10,582.00	10,695.00	113	15	\$19.35	\$19.35	1.29	98	113	45	63	1.29	\$87.72
306	3	Gholson, Onel	1,036.00	1,036.00	0	0	\$0.00	\$0.00	1.27	98	0	45	0	1.27	\$0.00
307	3	Carpenter, Rebecca	6,544.00	6,657.00	113	15	\$19.35	\$19.35	1.29	98	113	45	68	1.29	\$87.72
308	3	Thwest, Diane	10,628.00	10,692.00	64	0	\$0.00	\$0.00	1.27	98	64	45	19	1.27	\$24.13
309	3	Williams, Jezele	1,772.00	1,812.00	40	0	\$0.00	\$0.00	1.27	98	40	45	0	1.27	\$0.00
314	3	Red, Paulette	1,301.00	1,387.00	86	0	\$0.00	\$0.00	1.27	98	86	45	41	1.27	\$52.07
315	3	Wilson, Ann	3,278.00	3,389.00	111	13	\$16.77	\$16.77	1.29	98	111	45	66	1.29	\$85.14
323	3	Spiggs, Myra	3,152.00	3,277.00	125	27	\$34.83	\$34.83	1.29	98	125	45	80	1.29	\$105.20
324	3	Armstead, Sylvia	4,332.00	4,425.00	93	0	\$0.00	\$0.00	1.27	98	93	45	48	1.27	\$60.96
\$90.30															

\$500.94**Edward Bland 48R - Gas**

Unit Nr	Bf	Current Name	Last Reading	Current Reading	Current Usage	Usage in Excess	Excess Charge	Amount to Charge	Charge Rate	Maximum Usage	Current Usage	Maximum Usage	Usage in Excess	Charge Rate	Excess Charge
316	4	Stevens, Yvonna	10,315.00	10,465.00	171	75	\$96.75	\$96.75	1.29	96	171	50	121	1.29	\$156.09
317	4	Vega-Rivera, Carmen	3,115.00	3,196.00	81	0	\$0.00	\$0.00	1.27	96	81	50	31	1.27	\$39.37
318	4	Shands, Crystal	3,277.00	3,851.00	124	28	\$36.12	\$36.12	1.29	96	124	50	74	1.29	\$95.46
319	4	Gholson, Yonda	6,165.00	6,300.00	135	39	\$50.31	\$50.31	1.29	96	135	50	85	1.29	\$109.65
320	4	Lewis, Patricia	4,404.00	4,557.00	133	37	\$47.73	\$47.73	1.29	96	133	50	83	1.29	\$107.07
321	4	Gluchist, Chanel	1,285.00	1,374.00	89	0	\$0.00	\$0.00	1.27	96	89	50	39	1.27	\$49.53
322	4	Myrick, Veronica	2,010.00	2,118.00	108	12	\$15.48	\$15.48	1.29	96	108	50	58	1.29	\$15.48
\$246.39															

\$572.65

Unit No	Current Name	Last Reading	Current Reading	Current Usage	Usage in Excess	Excess Charge	Amount to Pay	Change Rate	Medium Usage
202	2 Brown, Shantell	8,667.00	8,768.00	121	24	\$30.96	\$30.96	1.29	97
203	2 Brown, Natasha	9,236.00	9,392.00	95	0	\$0.00	\$0.00	1.27	97
204	2 Roach, Lada	8,100.00	8,212.00	112	15	\$19.35	\$19.35	1.29	97
205	2 McQueen, Jada	4,402.00	4,402.00	0	0	\$0.00	\$0.00	1.27	97
206	2 Ford, Sasha	8,213.00	8,333.00	120	23	\$29.67	\$29.67	1.29	97
209	2 Benjamin, Estina	8,214.00	8,344.00	0	0	\$0.00	\$0.00	1.27	97
210	2 White, Michael	31,703.00	31,789.00	86	0	\$0.00	\$0.00	1.27	97
211	2 Alexander, Shanan	7,030.00	7,115.00	85	0	\$0.00	\$0.00	1.27	97
214	2 Curry, Kelsa	7,970.00	8,037.00	67	0	\$0.00	\$0.00	1.27	97
215	2 Harris, Typesa	6,337.00	6,397.00	0	0	\$0.00	\$0.00	1.27	97
216	2 Robinson, Stephanie	8,098.00	8,169.00	83	0	\$0.00	\$0.00	1.27	97
217	2 Jones, Terrya	8,575.00	8,655.00	83	0	\$0.00	\$0.00	1.27	97
220	2 Butler, Andrea	7,068.00	7,134.00	66	0	\$0.00	\$0.00	1.27	97
221	2 Huggins, Star	7,332.00	7,413.00	81	0	\$0.00	\$0.00	1.27	97
222	2 Sell, Jeanette	7,123.00	7,242.00	119	22	\$29.38	\$29.39	1.29	97
223	2 Travis, Tammy	8,723.00	8,828.00	106	6	\$7.74	\$7.74	1.29	97
226	2 Jordeau, Patrick	8,283.00	8,362.00	74	0	\$0.00	\$0.00	1.27	97
227	2 Gibson, Laquisha	7,452.00	7,543.00	91	0	\$0.00	\$0.00	1.27	97
228	2 Gibson, Shanice	7,875.00	7,969.00	94	0	\$0.00	\$0.00	1.27	97
229	2 Pettiford, Mysha	7,858.00	7,975.00	117	20	\$25.80	\$25.80	1.29	97
234	2 Leving, Jerinda	7,716.00	7,779.00	63	0	\$0.00	\$0.00	1.27	97
235	2 Brown, Edmessa	7,496.00	7,614.00	116	21	\$27.05	\$27.09	1.29	97
236	2 Tucker, Ebony	10,193.00	10,336.00	143	46	\$59.34	\$59.34	1.29	97
237	2 Dudley, Sherquan	9,312.00	9,392.00	80	0	\$0.00	\$0.00	1.27	97
240	2 King, Porsha	7,678.00	7,755.00	77	0	\$0.00	\$0.00	1.27	97
241	2 Holmes, Daquana	8,398.00	8,490.00	104	7	\$9.03	\$9.03	1.29	97
242	2 Purvis, Philisa	7,225.00	7,243.00	18	0	\$0.00	\$0.00	1.27	97
243	2 Adams, Freda	8,343.00	8,431.00	88	0	\$0.00	\$0.00	1.27	97
245	2 Ellis, Patsy	7,699.00	7,745.00	46	0	\$0.00	\$0.00	1.27	97
246	2 Walker, Keana	8,435.00	8,520.00	85	0	\$0.00	\$0.00	1.27	97
248	2 Weiland, Keana	6,796.00	6,800.00	4	0	\$0.00	\$0.00	1.27	97
249	2 Hayes, Stacy	8,576.00	8,687.00	91	0	\$0.00	\$0.00	1.27	97
252	2 Jenkins, Chanel	8,543.00	8,643.00	105	8	\$10.32	\$10.32	1.29	97
253	2 Ramsey, Traceal	8,432.00	8,445.00	13	0	\$0.00	\$0.00	1.27	97
254	2 Thomas, Ciera	8,524.00	8,635.00	111	14	\$19.06	\$19.06	1.29	97
255	2 Conyers, Janika	1,963.00	2,051.00	88	0	\$0.00	\$0.00	1.27	97
258	2 Hall, Stephanie	9,524.00	9,607.00	83	0	\$0.00	\$0.00	1.27	97
259	2 Brown, Brandi	1,590.00	1,687.00	97	0	\$0.00	\$0.00	1.27	97
270	2 Green, Toneta	9,369.00	9,455.00	86	0	\$0.00	\$0.00	1.27	97
271	2 Williams, Alicia	7,034.00	7,104.00	70	0	\$0.00	\$0.00	1.27	97
\$265.72									
Unit No	Current Name	Last Reading	Current Reading	Current Usage	Usage in Excess	Excess Charge	Amount to Pay	Change Rate	Medium Usage

Thomas Rolfe Ext 1BR - Electric

Unit Nr	Br	Current Name	Last Reading	Current Reading	Current Usage	Usage In Excess	Excess Charge	Amount to Charge	Charge Rate	Maximum Usage	Current Usage	Maximum Usage	Usage In Excess	Charge Rate	Excess Charge
403	1	Tunstall, Karen	19,640.00	19,800.00	160	0	\$0.00	\$0.00	0.096	250	160	168	0	0.096	\$0.00
404	1	Wyche, Lee	20,470.00	20,850.00	380	130	\$12.22	\$12.22	0.094	250	380	168	212	0.094	\$19.93
405	1	White, Alfred	17,110.00	17,420.00	310	60	\$5.64	\$5.64	0.094	250	310	168	142	0.094	\$13.35
407	1	Shands, Reginald	86,480.00	86,780.00	310	60	\$5.64	\$5.64	0.094	250	310	168	142	0.094	\$13.35
408	1	Walker, Richard	109,170.00	109,620.00	450	200	\$18.80	\$18.80	0.094	250	450	168	282	0.094	\$26.51
431	1	Barnes, Edward	85,210.00	85,650.00	340	90	\$8.46	\$8.46	0.094	250	340	168	172	0.094	\$16.17
432	1	Fisher, Connie	65,900.00	66,170.00	270	20	\$1.88	\$1.88	0.094	250	270	168	102	0.094	\$9.59
433	1	Vacant Unit	98,120.00	98,240.00	120	0	\$0.00	\$0.00	0.096	250	120	168	0	0.096	\$0.00
434	1	Penley, Glen	110,300.00	110,660.00	360	110	\$10.34	\$10.34	0.094	250	360	168	192	0.094	\$18.06
435	1	Patrick, Beverly	109,680.00	110,150.00	470	220	\$20.68	\$20.68	0.094	250	470	168	302	0.094	\$28.39
436	1	Crockett, Princess	92,200.00	92,690.00	490	240	\$22.56	\$22.56	0.094	250	490	168	322	0.094	\$30.27
437	1	Collins, Vicki	17,680.00	18,080.00	420	170	\$16.98	\$16.98	0.094	250	420	168	252	0.094	\$23.69
439	1	Jones, Christine	67,790.00	68,100.00	310	60	\$5.64	\$5.64	0.094	250	310	168	142	0.094	\$13.35
445	1	Allen, Tainny	76,300.00	76,680.00	380	130	\$12.22	\$12.22	0.094	250	380	168	212	0.094	\$19.93
447	1	White, Alice	99,650.00	99,920.00	270	20	\$1.88	\$1.88	0.094	250	270	168	102	0.094	\$9.59
450	1	Hall, Udon	66,910.00	67,340.00	430	180	\$16.92	\$16.92	0.094	250	430	168	262	0.094	\$24.65
452	1	Thomas, Maggie	109,550.00	109,840.00	290	40	\$3.76	\$3.76	0.094	250	290	168	122	0.094	\$11.47
454	1	Berry, Josephine	43,480.00	43,820.00	340	90	\$8.46	\$8.46	0.094	250	340	168	172	0.094	\$16.17
456	1	Hackett, Lillian	15,820.00	16,160.00	340	90	\$8.46	\$8.46	0.094	250	340	168	172	0.094	\$16.17
459	1	Jones, Harold	80,580.00	81,000.00	410	160	\$15.04	\$15.04	0.094	250	410	168	242	0.094	\$22.75
460	1	Perry, John	96,780.00	97,000.00	220	0	\$0.00	\$0.00	0.096	250	220	168	52	0.096	\$4.99
\$194.58															
\$338.32															

Thomas Rolfe Ext 2BR - Electric

Unit Nr	Br	Current Name	Last Reading	Current Reading	Current Usage	Usage In Excess	Excess Charge	Amount to Charge	Charge Rate	Maximum Usage	Current Usage	Maximum Usage	Usage In Excess	Charge Rate	Excess Charge
401	2	Williams, Katherine	34,794.00	35,625.00	831	371	\$34.87	\$34.87	0.094	460	831	209	622	0.094	\$58.47
402	2	Hunt, Lubra	111,580.00	111,980.00	390	0	\$0.00	\$0.00	0.096	460	390	209	181	0.096	\$17.38
406	2	Jones, Glenn	32,905.00	33,440.00	535	75	\$7.05	\$7.05	0.094	460	535	209	326	0.094	\$30.64
409	2	Gammier, Douglas	99,320.00	99,760.00	440	0	\$0.00	\$0.00	0.096	460	440	209	231	0.096	\$22.18
410	2	Wilson, Randy	92,670.00	93,000.00	330	0	\$0.00	\$0.00	0.096	460	330	209	121	0.096	\$11.62
411	2	Whitfield, Andrea	9,880.00	10,360.00	480	20	\$1.88	\$1.88	0.094	460	480	209	271	0.094	\$25.47
412	2	Jones, Emma	29,667.00	30,275.00	608	148	\$13.91	\$13.91	0.094	460	608	209	399	0.094	\$37.51
415	2	Taylor, Shirley	19,090.00	19,580.00	490	30	\$2.82	\$2.82	0.094	460	490	209	281	0.094	\$26.41
416	2	Caez, Laché	51,420.00	51,720.00	300	0	\$0.00	\$0.00	0.096	460	300	209	91	0.096	\$8.74

Thomas Rolfe Co 2BR - Electric

Unit No.	Br	Current Name	Last Reading	Current Reading	Current Usage	Usage in Excess	Excess Charge	Amount to Charge	Change Rate	Minimum Usage	Current Usage	Maximum Usage	Usage in Excess	Change Rate	Excess Charge
202	2	Brown, Sharnel	36,076.00	36,328.00	252	0	\$0.00	\$0.00	0.006	325	252	209	43	0.006	\$4.13
203	2	Brown, Nicholas	37,371.00	37,553.00	426	111	\$10.43	\$10.43	0.004	325	426	209	227	0.004	\$21.34
204	2	Rocha, Linda	44,128.00	44,605.00	476	151	\$14.19	\$14.19	0.004	325	476	209	267	0.004	\$25.10
205	2	McGiver, Jada	17,018.00	17,302.00	284	0	\$0.00	\$0.00	0.006	325	284	209	75	0.006	\$7.20
206	2	Ford, Sashia	100,251.00	100,603.00	352	27	\$2.54	\$2.54	0.004	325	352	209	143	0.004	\$13.44
209	2	Benjamin, Fatima	100,861.00	101,063.00	202	0	\$0.00	\$0.00	0.006	325	202	209	0	0.006	\$0.00
210	2	Wicks, Michael	104,822.00	105,181.00	359	34	\$3.20	\$3.20	0.004	325	359	209	150	0.004	\$14.10
211	2	Alexander, Shannon	23,390.00	23,913.00	420	95	\$8.33	\$8.33	0.004	325	420	209	211	0.004	\$19.83
214	2	Curry, Keshia	17,540.00	17,885.00	145	0	\$0.00	\$0.00	0.006	325	145	209	0	0.006	\$0.00
215	2	Harris, Tyress	19,553.00	19,913.00	560	235	\$22.09	\$22.09	0.004	325	560	209	251	0.004	\$32.99
216	2	Robinson, Stephanie	16,995.00	17,484.00	489	164	\$15.42	\$15.42	0.004	325	489	209	280	0.004	\$25.32
217	2	James, Tanyana	13,490.00	13,703.00	213	0	\$0.00	\$0.00	0.006	325	213	209	4	0.006	\$0.38
220	2	Salter, Andrea	29,421.00	29,865.00	444	229	\$22.47	\$22.47	0.004	325	444	209	355	0.004	\$33.37
221	2	Hudgens, Star	104,157.00	104,433.00	276	0	\$0.00	\$0.00	0.006	325	276	209	69	0.006	\$8.62
222	2	Sell, Jeannette	18,714.00	19,085.00	371	46	\$4.32	\$4.32	0.004	325	371	209	162	0.004	\$15.23
223	2	Travis, Tenny	102,631.00	103,040.00	409	84	\$7.90	\$7.90	0.004	325	409	209	200	0.004	\$18.80
226	2	Parula, Patrick	13,734.00	14,137.00	403	78	\$7.33	\$7.33	0.004	325	403	209	194	0.004	\$18.24
227	2	Groston, Laquisha	44,682.00	45,091.00	409	84	\$7.50	\$7.50	0.004	325	409	209	200	0.004	\$18.80
228	2	Giles, Shante	107,883.00	108,383.00	510	185	\$17.39	\$17.39	0.004	325	510	209	301	0.004	\$28.29
229	2	Rolfe, Nyasha	62,101.00	62,439.00	338	13	\$1.22	\$1.22	0.006	325	338	209	129	0.006	\$12.13
234	2	Loring, Jessica	28,873.00	29,044.00	171	0	\$0.00	\$0.00	0.006	325	171	209	0	0.006	\$0.00
235	2	Brown, Estefanisha	6,388.00	6,705.00	347	22	\$2.07	\$2.07	0.004	325	347	209	138	0.004	\$12.57
236	2	Trucker, Ebony	18,893.00	19,287.00	384	69	\$6.45	\$6.45	0.004	325	384	209	185	0.004	\$17.39
237	2	Dudley, Sherquina	108,641.00	108,932.00	291	0	\$0.00	\$0.00	0.006	325	291	209	82	0.006	\$7.87
240	2	King, Porsha	13,540.00	14,010.00	470	145	\$13.53	\$13.53	0.004	325	470	209	261	0.004	\$24.53
241	2	Holmes, DaQuan	23,070.00	23,414.00	344	19	\$1.79	\$1.79	0.004	325	344	209	135	0.004	\$12.69
242	2	Parke, Phyllis	102,394.00	102,724.00	330	5	\$0.47	\$0.47	0.004	325	330	209	121	0.004	\$11.37
243	2	Adams, Freda	33,408.00	33,937.00	528	203	\$19.08	\$19.08	0.004	325	528	209	319	0.004	\$29.99
246	2	Elie, Rochelle	21,091.00	21,388.00	297	0	\$0.00	\$0.00	0.006	325	297	209	88	0.006	\$8.45
247	2	Gaskins, Sophie	23,140.00	23,470.00	330	5	\$0.47	\$0.47	0.004	325	330	209	121	0.004	\$11.37
248	2	Walker, Kara	112,391.00	112,802.00	211	0	\$0.00	\$0.00	0.006	325	211	209	2	0.006	\$0.19
249	2	Hayes, Stacy	110,690.00	111,050.00	360	35	\$3.29	\$3.29	0.004	325	360	209	161	0.004	\$14.19
252	2	Jarrett, Charmel	21,195.00	21,642.00	446	147	\$11.37	\$11.37	0.004	325	446	209	237	0.004	\$22.28
253	2	Roney, Thelma	20,923.00	21,384.00	465	130	\$12.22	\$12.22	0.004	325	465	209	245	0.004	\$23.12
254	2	Thomas, Clara	24,859.00	25,284.00	395	70	\$6.58	\$6.58	0.004	325	395	209	185	0.004	\$17.48
255	2	Coyers, Janika	28,408.00	28,901.00	493	168	\$15.79	\$15.79	0.004	325	493	209	284	0.004	\$26.70
258	2	Hill, Stephanie	26,325.00	26,807.00	482	157	\$14.76	\$14.76	0.004	325	482	209	273	0.004	\$25.66
259	2	Brown, Brandi	106,408.00	106,821.00	413	88	\$8.27	\$8.27	0.004	325	413	209	204	0.004	\$19.18
270	2	Green, Tanika	51,571.00	51,881.00	210	0	\$0.00	\$0.00	0.006	325	210	209	1	0.006	\$0.10
271	2	Williams, Akeia	81,537.00	81,890.00	293	0	\$0.00	\$0.00	0.006	325	293	209	84	0.006	\$8.06
										\$261.61					
										\$609.92					

419	2	Tyer, Yvette	26,470.00	26,680.00	190	0	\$0.00	\$0.00	0.096	460	190	209	0	0.096	\$0.00
420	2	Dickers, Melissa	24,075.00	24,589.00	514	54	\$5.08	\$5.08	0.094	460	514	209	305	0.094	\$28.67
425	2	Moore, Kenneth	8,290.00	8,490.00	200	0	\$0.00	\$0.00	0.096	460	200	209	0	0.096	\$0.00
426	2	Allen, Desiree	98,540.00	99,070.00	530	70	\$8.58	\$8.58	0.094	460	530	209	321	0.094	\$20.17
429	2	Jones, Iesha	23,410.00	23,930.00	620	60	\$5.84	\$5.64	0.094	460	520	209	311	0.094	\$29.23
430	2	Jones, David	19,340.00	19,820.00	480	20	\$1.88	\$1.88	0.094	460	480	209	271	0.094	\$25.47
438	2	Bright, Veronica	22,511.00	23,115.00	604	144	\$13.54	\$13.54	0.094	460	604	209	385	0.094	\$37.13
440	2	Vacant Unit	23,942.00	24,107.00	165	0	\$0.00	\$0.00	0.096	460	165	209	0	0.096	\$0.00
446	2	Davis, Stacey	19,880.00	20,450.00	570	110	\$10.34	\$10.34	0.094	460	570	209	361	0.094	\$33.93
448	2	Williams, Shade	20,711.00	21,036.00	325	0	\$0.00	\$0.00	0.096	460	325	209	116	0.096	\$11.14
449	2	Wooden, Sandra	59,310.00	59,700.00	390	0	\$0.00	\$0.00	0.096	460	390	209	161	0.096	\$17.38
451	2	Morse, Natasha	30,060.00	30,620.00	560	100	\$9.40	\$9.40	0.094	460	560	209	331	0.094	\$32.99
453	2	Dugger, Sharon	22,828.00	23,371.00	543	83	\$7.80	\$7.80	0.094	460	543	209	324	0.094	\$31.40
455	2	Cotman, Margaret	11,690.00	11,870.00	180	0	\$0.00	\$0.00	0.096	460	180	209	0	0.096	\$0.00
457	2	Jackson, Victoria	107,390.00	107,810.00	420	0	\$0.00	\$0.00	0.096	460	420	209	211	0.096	\$20.28
458	2	Johnson, Ebony	20,590.00	20,980.00	390	0	\$0.00	\$0.00	0.096	460	390	209	181	0.096	\$17.38
\$120.79															\$558.56

Thomas Roife Ext 3BR - Electric

Unit Nr	Br	Current Name	Last Reading	Current Reading	Current Usage	Usage In Excess	Excess Charge	Amount to Charge	Charge Rate	Maximum Usage	Current Usage	Maximum Usage	Usage In Excess	Charge Rate	Excess Charge
413	3	Walker, Erica	47,810.00	48,140.00	330	0	\$0.00	\$0.00	0.096	590	330	256	74	0.096	\$7.10
414	3	Harris, Krystal	65,980.00	66,570.00	590	0	\$0.00	\$0.00	0.096	590	590	256	334	0.096	\$32.06
417	3	Russell, Bonita	77,760.00	78,320.00	560	0	\$0.00	\$0.00	0.096	590	560	256	304	0.096	\$29.18
418	3	Ponton, Shaniqua	40,483.00	41,019.00	525	0	\$0.00	\$0.00	0.096	590	525	256	270	0.096	\$25.92
421	3	Gregory, Tonya	48,484.00	49,065.00	601	11	\$1.03	\$1.03	0.094	590	601	256	345	0.094	\$32.43
422	3	Miles, Charmice	26,188.00	26,517.00	329	0	\$0.00	\$0.00	0.096	590	329	256	73	0.096	\$7.01
423	3	Miles, Michelle	21,667.00	22,165.00	478	0	\$0.00	\$0.00	0.096	590	478	256	222	0.096	\$21.31
424	3	Thomas, Lavonda	33,743.00	34,289.00	546	0	\$0.00	\$0.00	0.096	590	546	256	290	0.096	\$27.94
427	3	Boothe, Tiffany	47,310.00	48,020.00	710	120	\$11.28	\$11.28	0.094	590	710	256	454	0.094	\$42.65
428	3	Rhodes, Patricia	112,100.00	113,120.00	1,020.00	430	\$40.42	\$40.42	0.094	590	1,020.00	256	764	0.094	\$71.82
442	3	Lofton, Janie	114,700.00	115,980.00	1,280.00	690	\$68.24	\$68.24	0.096	590	1,280.00	256	1024	0.096	\$98.30
444	3	Vacant Unit	53,240.00	53,460.00	220	0	\$0.00	\$0.00	0.096	590	220	256	0	0.096	\$0.00
\$118.97															\$395.66

Thomas Roife Ext 4BR - Electric

Unit No.	Br.	Current Name	Last Reading	Current Reading	Current Usage	Excess Usage	In	Charge	Amount to Charge	Charge Rate	Maximum Usage	Current Usage	Maximum Usage	Usage In Excess	Charge Rate	Excess Charge
416	2	Caiez, Lachie	886	971	75	0	0	\$0.00	\$0.00	1.27	131	75	42	33	1.27	\$41.91
419	2	Tyler, Yvette	1,740.00	1,827.00	87	0	0	\$0.00	\$0.00	1.27	131	87	42	45	1.27	\$57.15
420	2	Dickens, Melissa	1,742.00	1,861.00	119	0	0	\$0.00	\$0.00	1.27	131	119	42	77	1.27	\$97.79
425	2	Moore, Kenneth	806	891	85	0	0	\$0.00	\$0.00	1.27	131	85	42	43	1.27	\$54.61
426	2	Allen, Desirea	10,983.00	11,069.00	86	0	0	\$0.00	\$0.00	1.27	131	86	42	44	1.27	\$55.88
428	2	Jones, Iesha	2,546.00	2,662.00	116	0	0	\$0.00	\$0.00	1.27	131	116	42	74	1.27	\$93.98
430	2	Jones, David	2,914.00	3,045.00	131	0	0	\$0.00	\$0.00	1.27	131	131	42	89	1.27	\$113.03
438	2	Bright, Veronica	563	563	0	0	0	\$0.00	\$0.00	1.27	131	0	42	0	1.27	\$0.00
440	2	Vacant Unit	2,351.00	2,351.00	0	0	0	\$0.00	\$0.00	1.27	131	0	42	0	1.27	\$0.00
446	2	Davis, Stacey	11,192.00	11,306.00	114	0	0	\$0.00	\$0.00	1.27	131	114	42	72	1.27	\$91.44
448	2	Williams, Shadé	10,559.00	10,684.00	115	0	0	\$0.00	\$0.00	1.27	131	115	42	73	1.27	\$92.71
449	2	Wooden, Sandra	2,332.00	2,427.00	95	0	0	\$0.00	\$0.00	1.27	131	95	42	53	1.27	\$67.31
451	2	Morse, Nestra	1,113.00	1,202.00	89	0	0	\$0.00	\$0.00	1.27	131	89	42	47	1.27	\$59.69
453	2	Dugger, Sharon	9,132.00	9,132.00	0	0	0	\$0.00	\$0.00	1.27	131	0	42	0	1.27	\$0.00
455	2	Cotman, Margaret	4,203.00	4,272.00	69	0	0	\$0.00	\$0.00	1.27	131	69	42	27	1.27	\$34.29
457	2	Jackson, Victoria	2,674.00	2,783.00	109	0	0	\$0.00	\$0.00	1.27	131	109	42	67	1.27	\$85.09
458	2	Johnson, Ebony	10,220.00	10,319.00	99	0	0	\$0.00	\$0.00	1.27	131	99	42	57	1.27	\$72.39
										\$9.03						\$1,635.65

Thomas Rolfe Ext 3BR - Gas

Unit No.	Br.	Current Name	Last Reading	Current Reading	Current Usage	Excess Usage	In	Charge	Amount to Charge	Charge Rate	Maximum Usage	Current Usage	Maximum Usage	Usage In Excess	Charge Rate	Excess Charge
413	3	Walker, Erica	5,520.00	5,654.00	134	11	0	\$14.19	\$14.19	1.29	123	134	51	83	1.29	\$107.07
414	3	Harris, Kysal	2,078.00	2,166.00	88	0	0	\$0.00	\$0.00	1.27	123	88	51	37	1.27	\$48.99
417	3	Russell, Bonita	5,385.00	6,058.00	173	50	0	\$64.50	\$64.50	1.29	123	173	51	122	1.29	\$157.98
418	3	Ponton, Shaniqua	4,028.00	4,184.00	136	13	0	\$16.77	\$16.77	1.29	123	136	51	85	1.29	\$109.65
421	3	Gregory, Tonya	6,655.00	6,755.00	100	0	0	\$0.00	\$0.00	1.27	123	100	51	49	1.27	\$62.23
422	3	Miles, Chariece	4,302.00	4,421.00	119	0	0	\$0.00	\$0.00	1.27	123	119	51	68	1.27	\$86.36
423	3	Miles, Michelle	4,059.00	4,201.00	142	19	0	\$24.51	\$24.51	1.29	123	142	51	91	1.29	\$117.39
424	3	Thomas, Lavonda	3,486.00	3,581.00	95	0	0	\$0.00	\$0.00	1.27	123	95	51	44	1.27	\$55.89
427	3	Boothe, Tiffany	3,554.00	3,657.00	103	0	0	\$0.00	\$0.00	1.27	123	103	51	52	1.27	\$66.04
428	3	Rhodes, Patricia	4,431.00	4,605.00	174	51	0	\$66.79	\$66.79	1.29	123	174	51	123	1.29	\$158.67
442	3	Lofton, Jamie	3,589.00	3,727.00	138	15	0	\$19.35	\$19.35	1.29	123	138	51	87	1.29	\$112.23
444	3	Vacant Unit	6,525.00	6,612.00	87	0	0	\$0.00	\$0.00	1.27	123	87	51	36	1.27	\$46.72
										\$205.11						\$1,125.61

Thomas Rolfe Ext 4BR - Gas

Thomas Rolfe Ext 2BR - Gas

Unit Nr.	Sr.	Current Name	Last Reading	Current Reading	Current Usage	Usage in Excess	Excess Charge	Amount to Charge	Charge Rate	Maximum Usage
401	2	Williams, Katharine	2,942.00	3,074.00	132	1	\$1.29	\$1.29	1.29	131
402	2	Hunt, Lutora	1,623.00	1,623.00	0	0	\$0.00	\$0.00	1.27	131
406	2	Jones, Glenn	3,333.00	3,443.00	115	0	\$0.00	\$0.00	1.27	131
409	2	Graham, Douglas	2,902.00	2,937.00	35	0	\$0.00	\$0.00	1.27	131
410	2	Wilson, Randy	1,394.00	1,491.00	97	0	\$0.00	\$0.00	1.27	131
411	2	Wofford, Andrea	9,763.00	9,875.00	112	0	\$0.00	\$0.00	1.27	131
412	2	Jones, Emma	8,444.00	8,531.00	137	6	\$7.74	\$7.74	1.29	131
415	2	Taylor, Shirley	10,696.00	10,795.00	100	0	\$0.00	\$0.00	1.27	131
					Current Usage	Maximum Usage	Usage in Excess	Charge Rate	Excess Charge	
					132	42	90	1.29	\$116.10	
					0	42	0	1.27	\$0.00	
					115	42	73	1.27	\$92.71	
					85	42	43	1.27	\$54.61	
					97	42	55	1.27	\$69.85	
					112	42	70	1.27	\$88.90	
					137	42	95	1.29	\$122.55	
					100	42	58	1.27	\$73.66	

Piper Square 2BR - Electric

Unit No.	Current Name	Last Reading	Current Reading	Current Usage	Usage in Excess	Excess Charge	Amount to Charge	Charge Rate	Maximum Usage	Current Usage	Maximum Usage	Usage in Excess	Charge Rate	Excess Charge
701	2 Cox, Rosa	60,096.00	60,421.00	325	0	\$0.00	\$0.00	0.094	350	325	209	116	0.094	\$10.90
702	2 Stultivant, Walle	44,509.00	44,885.00	376	26	\$2.44	\$2.44	0.094	350	376	209	167	0.094	\$15.70
703	2 Tucker, Lakeshia	43,085.00	43,377.00	291	0	\$0.00	\$0.00	0.094	350	291	209	82	0.094	\$7.71
704	2 Waters, April	35,381.00	35,669.00	308	0	\$0.00	\$0.00	0.094	350	308	209	99	0.094	\$9.31
705	2 Suth, Jasmine	57,353.00	57,758.00	405	55	\$5.17	\$5.17	0.094	350	405	209	196	0.094	\$18.42
706	2 Myrick, Aneha	37,740.00	37,995.00	255	0	\$0.00	\$0.00	0.094	350	255	209	46	0.094	\$4.32
707	2 Jones, Nastasia	56,507.00	56,966.00	459	109	\$10.25	\$10.25	0.094	350	459	209	250	0.094	\$23.50
708	2 Allen, Tanisha	33,516.00	33,849.00	333	0	\$0.00	\$0.00	0.094	350	333	209	124	0.094	\$11.66
713	2 Jackson, Cherlie	45,388.00	45,633.00	245	0	\$0.00	\$0.00	0.094	350	245	209	36	0.094	\$3.38
714	2 Green, Teresa	42,465.00	42,745.00	280	0	\$0.00	\$0.00	0.094	350	280	209	81	0.094	\$7.61
715	2 Ferguson, Frederick	45,073.00	45,440.00	367	17	\$1.60	\$1.60	0.094	350	367	209	158	0.094	\$14.85
716	2 Spratley, Michael	13,841.00	13,817.00	176	0	\$0.00	\$0.00	0.094	350	176	209	0	0.094	\$0.00
717	2 Vacant Unit	44,965.00	45,282.00	317	0	\$0.00	\$0.00	0.094	350	317	209	108	0.094	\$10.15
718	2 Coley, Jessica	23,914.00	23,946.00	32	0	\$0.00	\$0.00	0.094	350	32	209	0	0.094	\$0.00
719	2 Blowe, Britney	33,704.00	34,101.00	397	47	\$4.42	\$4.42	0.094	350	397	209	188	0.094	\$17.67
720	2 Reed, Alyah	49,986.00	50,216.00	250	0	\$0.00	\$0.00	0.094	350	250	209	41	0.094	\$3.85
741	2 McQueen, Brenda	57,976.00	58,385.00	389	39	\$3.67	\$3.67	0.094	350	389	209	180	0.094	\$16.92
742	2 McFadden, Ernest	51,678.00	52,146.00	468	118	\$11.09	\$11.09	0.094	350	468	209	259	0.094	\$24.35
745	2 Taylor, Veronica	35,322.00	35,620.00	298	0	\$0.00	\$0.00	0.094	350	298	209	89	0.094	\$8.37
746	2 Jones, Joanie	49,880.00	50,486.00	606	256	\$24.06	\$24.06	0.094	350	606	209	397	0.094	\$37.32
749	2 Cardona, Miriam	44,147.00	44,626.00	479	129	\$12.13	\$12.13	0.094	350	479	209	270	0.094	\$25.38
750	2 Major, Davette	65,740.00	66,989.00	259	0	\$0.00	\$0.00	0.094	350	259	209	50	0.094	\$4.70
753	2 Kidd-bey, Mekyah	30,413.00	30,713.00	300	0	\$0.00	\$0.00	0.094	350	300	209	91	0.094	\$8.55
754	2 Pierson, Gloria	51,548.00	51,883.00	345	0	\$0.00	\$0.00	0.094	350	345	209	136	0.094	\$12.78
758	2 Neely, Debra	37,110.00	37,301.00	191	0	\$0.00	\$0.00	0.094	350	191	209	0	0.094	\$0.00
762	2 Chatman, Renee	32,886.00	33,098.00	230	0	\$0.00	\$0.00	0.094	350	230	209	21	0.094	\$1.97
775	2 Bennett, Jean	61,084.00	61,516.00	452	102	\$9.59	\$9.59	0.094	350	452	209	243	0.094	\$22.84
776	2 Jones, Yarina	60,150.00	60,584.00	434	84	\$7.90	\$7.90	0.094	350	434	209	225	0.094	\$21.15
779	2 Perry, Jamizo	52,557.00	52,781.00	194	0	\$0.00	\$0.00	0.094	350	194	209	0	0.094	\$0.00
780	2 Fayton, Clarice	45,895.00	46,245.00	350	0	\$0.00	\$0.00	0.094	350	350	209	217	0.094	\$20.40
781	2 Tyler, Karen	47,251.00	47,677.00	426	76	\$7.14	\$7.14	0.094	350	426	209	49	0.094	\$4.61
782	2 Morris, Ann	45,752.00	46,010.00	258	0	\$0.00	\$0.00	0.094	350	258	209	40	0.094	\$3.76
783	2 Taylor, Tara	45,548.00	45,797.00	249	0	\$0.00	\$0.00	0.094	350	249	209	18	0.094	\$1.50
784	2 Savannah, Clinton	23,357.00	23,562.00	225	0	\$0.00	\$0.00	0.094	350	225	209	77	0.094	\$7.24
785	2 Covington, Philandra	47,250.00	47,538.00	286	0	\$0.00	\$0.00	0.094	350	286	209	30	0.094	\$2.82
786	2 Jones, Lefiah	44,936.00	45,174.00	239	0	\$0.00	\$0.00	0.094	350	239	209	30	0.094	\$2.82

Prater Square 3BR - Electric

Unit Nr	Br	Current Name	Last Reading	Current Reading	Current Usage	Usage in Excess	Excess Charge	Amount to Charge	Charge Rate	Medium Usage	Current Usage	Medium Usage	Usage in Excess	Charge Rate	Excess Charge
709	3	Starks, Celisha	35,565.00	35,875.00	310	0	\$0.00	\$0.00	0.094	466	310	256	54	0.094	\$5.08
710	3	Johnson, Tanya	42,404.00	42,763.00	359	0	\$0.00	\$0.00	0.094	466	359	256	103	0.094	\$9.68
711	3	Jones, Shreem	36,340.00	36,690.00	340	0	\$0.00	\$0.00	0.094	466	340	256	84	0.094	\$7.90
712	3	Pride, Sharnell	36,783.00	37,115.00	332	0	\$0.00	\$0.00	0.094	466	332	256	76	0.094	\$7.14
721	3	Washington, Sandra	64,159.00	64,567.00	408	0	\$0.00	\$0.00	0.094	466	408	256	152	0.094	\$14.29
722	3	Jones, Toni	38,366.00	38,686.00	298	0	\$0.00	\$0.00	0.094	466	298	256	42	0.094	\$3.95
731	3	Francis, Lanala	23,156.00	23,513.00	660	194	\$18.24	\$18.24	0.094	466	660	256	404	0.094	\$37.53
732	3	Jones, Monique	39,063.00	39,350.00	267	0	\$0.00	\$0.00	0.094	466	267	256	11	0.094	\$1.13
733	3	McCauley, Lakisha	25,576.00	26,173.00	647	161	\$17.01	\$17.01	0.094	466	647	256	391	0.094	\$36.75
734	3	Valent Unit	40,316.00	40,419.00	103	0	\$0.00	\$0.00	0.094	466	103	256	0	0.094	\$0.00
735	3	Phillips, Stephanie	34,477.00	34,780.00	303	0	\$0.00	\$0.00	0.094	466	303	256	47	0.094	\$4.42
736	3	Graves, Malcolm	54,807.00	55,272.00	465	0	\$0.00	\$0.00	0.094	466	465	256	209	0.094	\$19.85
737	3	Stewart, Clara	61,462.00	61,749.00	287	0	\$0.00	\$0.00	0.094	466	287	256	11	0.094	\$1.03
738	3	Figureas, Adelaide	45,389.00	46,305.00	436	0	\$0.00	\$0.00	0.094	466	436	256	180	0.094	\$16.92
740	3	Mason, Victoria	53,147.00	53,355.00	208	0	\$0.00	\$0.00	0.094	466	208	256	0	0.094	\$0.00
763	3	McDougal, Giovanni	35,105.00	35,385.00	0	0	\$0.00	\$0.00	0.094	466	0	256	0	0.094	\$0.00
764	3	Russell, Angela	55,213.00	55,646.00	433	0	\$0.00	\$0.00	0.094	466	433	256	177	0.094	\$16.84
773	3	Fitch, James	22,377.00	22,778.00	401	0	\$0.00	\$0.00	0.094	466	401	256	145	0.094	\$13.63
774	3	Vreeland, Kelly	52,428.00	52,732.00	304	0	\$0.00	\$0.00	0.094	466	304	256	48	0.094	\$4.51
777	3	Garris, Hope	46,102.00	46,424.00	326	0	\$0.00	\$0.00	0.094	466	326	256	70	0.094	\$6.53
778	3	Jackson, Ukeshia	66,632.00	66,997.00	365	0	\$0.00	\$0.00	0.094	466	365	256	109	0.094	\$10.25
789	3	Palman, Fiona	55,740.00	56,100.00	360	0	\$0.00	\$0.00	0.094	466	360	256	104	0.094	\$9.76
800	3	Coleman-Elles, Shalanda	62,211.00	62,622.00	411	0	\$0.00	\$0.00	0.094	466	411	256	155	0.094	\$14.57
801	3	White, Monica	54,769.00	54,776.00	8	0	\$0.00	\$0.00	0.094	466	8	256	0	0.094	\$0.00
802	3	Devereaux, Dominique	69,405.00	70,026.00	621	155	\$14.57	\$14.57	0.094	466	621	256	365	0.094	\$34.31
803	3	Banks, Damon	56,341.00	56,585.00	254	0	\$0.00	\$0.00	0.094	466	254	256	0	0.094	\$0.00
804	3	McMinn, Monique	32,191.00	32,264.00	73	0	\$0.00	\$0.00	0.094	466	73	256	0	0.094	\$0.00

\$49.82

\$276.06

Prater Square 4BR - Electric

Unit Nr	Br	Current Name	Last Reading	Current Reading	Current Usage	Usage in Excess	Excess Charge	Amount to Charge	Charge Rate	Medium Usage	Current Usage	Medium Usage	Usage in Excess	Charge Rate	Excess Charge
743	4	Green, Shantea	65,676.00	67,616.00	0	0	\$0.00	\$0.00	0.094	536	0	300	0	0.094	\$0.00
744	4	Greene, Tonya	66,802.00	67,616.00	814	278	\$26.13	\$26.13	0.094	536	814	300	514	0.094	\$48.32
747	4	Lilbert, Stephanie	75,714.00	76,146.00	434	0	\$0.00	\$0.00	0.094	536	434	300	134	0.094	\$12.86
748	4	Lockett, Jacquelyn	39,899.00	40,122.00	223	0	\$0.00	\$0.00	0.094	536	223	300	0	0.094	\$0.00
751	4	Wooden, Newshia	55,855.00	57,102.00	239	0	\$0.00	\$0.00	0.094	536	239	300	0	0.094	\$0.00
752	4	Amoth, Snyder	62,532.00	62,715.00	383	0	\$0.00	\$0.00	0.094	536	383	300	83	0.094	\$7.80

\$26.13

\$68.71

Unit No.	Bldg	Current Name	Last Reading	Current Reading	Current Usage	Usage In Excess	Excess Charge	Amount to Charge	Charge Rate	Maximum Usage
723	1	Hill, Mildred	7,835.00	7,886.00	51	0	\$0.00	\$0.00	1.29	67
724	1	Vacant Unit	8,911.00	8,955.00	44	0	\$0.00	\$0.00	1.29	67
725	1	Berry, Virginia	10,324.00	10,402.00	78	11	\$14.19	\$14.19	1.29	67
726	1	Ponder, Pecolia	9,148.00	9,205.00	57	0	\$0.00	\$0.00	1.29	67
727	1	Hendrix, Paulette	7,998.00	8,038.00	421	0	\$0.00	\$0.00	1.29	67
728	1	Blunt, Leicha	7,056.00	7,086.00	501	0	\$0.00	\$0.00	1.29	67
729	1	Morse, William	7,795.00	7,843.00	48	0	\$0.00	\$0.00	1.29	67
730	1	Jones, Mary	9,556.00	9,614.00	58	0	\$0.00	\$0.00	1.29	67
755	1	Gill, Wayne	9,377.00	9,421.00	44	0	\$0.00	\$0.00	1.29	67
756	1	Graves, Zeta	10,174.00	10,243.00	69	2	\$2.58	\$2.58	1.29	67
757	1	Saunders, Floyd	9,772.00	9,845.00	73	6	\$7.74	\$7.74	1.29	67
759	1	Vacant Unit	7,254.00	7,292.00	38	0	\$0.00	\$0.00	1.29	67
760	1	Ellis, William	7,046.00	7,124.00	78	11	\$14.19	\$14.19	1.29	67
761	1	Hayes, Tina	7,687.00	7,749.00	62	0	\$0.00	\$0.00	1.29	67
765	1	Lewis, Joyce	10,612.00	10,666.00	54	0	\$0.00	\$0.00	1.29	67
766	1	Coyner, Olessa	1,379.00	1,436.00	57	0	\$0.00	\$0.00	1.29	67
767	1	Cox, Freddie	9,770.00	9,824.00	54	0	\$0.00	\$0.00	1.29	67
768	1	Williams, Marvin	10,132.00	10,172.00	40	0	\$0.00	\$0.00	1.29	67
769	1	George, Clara	3,879.00	3,929.00	50	0	\$0.00	\$0.00	1.29	67
770	1	Pitt, Matthew	8,162.00	8,202.00	40	0	\$0.00	\$0.00	1.29	67
771	1	Lowe, Thomas	7,090.00	7,143.00	53	0	\$0.00	\$0.00	1.29	67
772	1	Crawley, Tiffany	3,443.00	3,484.00	41	0	\$0.00	\$0.00	1.29	67
\$38.70										
Current Usage	Maximum Usage	Usage In Excess	Charge Rate	Excess Charge						
51	30	21	1.29	\$27.09						
44	30	14	1.29	\$18.06						
78	30	48	1.29	\$61.92						
57	30	27	1.29	\$34.83						
42	30	12	1.29	\$15.48						
50	30	20	1.29	\$25.80						
48	30	18	1.29	\$23.22						
58	30	28	1.29	\$36.12						
44	30	14	1.29	\$18.06						
69	30	39	1.29	\$50.31						
73	30	43	1.29	\$55.47						
38	30	8	1.29	\$10.32						
78	30	48	1.29	\$61.92						
62	30	32	1.29	\$41.28						
54	30	24	1.29	\$30.96						
57	30	27	1.29	\$34.83						
54	30	24	1.29	\$30.96						
40	30	10	1.29	\$12.90						
50	30	20	1.29	\$26.80						
40	30	10	1.29	\$12.90						
53	30	23	1.29	\$29.67						
41	30	11	1.29	\$14.19						
\$672.09										

Piper Square 2BR - Gas

Unit No.	Current Name	Last Reading	Current Reading	Current Usage	Usage In Excess	Excess Charge	Amount to Charge	Change Rate	Maximum Usage	Current Usage	Maximum Usage	Usage In Excess	Change Rate	Excess Charge
701	2 Cox, Rosa	3,109.00	3,187.00	78	0	\$0.00	\$0.00	1.29	95	78	39	39	1.29	\$50.31
702	2 Stuchant, Willie	3,277.00		0	0	\$0.00	\$0.00	1.29	95	0	39	0	1.29	\$0.00
703	2 Tucker, Lakesha	1,998.00	2,085.00	67	0	\$0.00	\$0.00	1.29	95	67	39	28	1.29	\$36.12
704	2 Waters, April	1,873.00	1,928.00	55	0	\$0.00	\$0.00	1.29	95	55	39	16	1.29	\$20.64
705	2 Sth, Jasmine	9,535.00	9,595.00	51	0	\$0.00	\$0.00	1.29	95	51	39	12	1.29	\$15.48
706	2 Myrick, Aretha	10,063.00	10,111.00	48	0	\$0.00	\$0.00	1.29	95	48	39	9	1.29	\$11.61
707	2 Jones, Natasha	8,341.00	8,367.00	26	0	\$0.00	\$0.00	1.29	95	26	39	0	1.29	\$0.00
708	2 Allen, Tanisha	10,887.00	10,784.00	87	0	\$0.00	\$0.00	1.29	95	87	39	48	1.29	\$61.92
713	2 Jackson, Cherlie	10,572.00	10,619.00	47	0	\$0.00	\$0.00	1.29	95	47	39	8	1.29	\$10.32
714	2 Green, Teresa	1,390.00	1,394.00	64	0	\$0.00	\$0.00	1.29	95	64	39	25	1.29	\$32.25
715	2 Ferguson, Frederick	2,367.00	2,437.00	70	0	\$0.00	\$0.00	1.29	95	70	39	31	1.29	\$39.99
716	2 Spradley, Michael	1,747.00	1,790.00	43	0	\$0.00	\$0.00	1.29	95	43	39	4	1.29	\$5.16
717	2 Vacant Unit	9,943.00	10,015.00	72	0	\$0.00	\$0.00	1.29	95	72	39	33	1.29	\$42.57
718	2 Coley, Jessica	8,095.00	8,104.00	8	0	\$0.00	\$0.00	1.29	95	8	39	0	1.29	\$0.00
719	2 Blowe, Britney	10,129.00	10,223.00	94	0	\$0.00	\$0.00	1.29	95	94	39	55	1.29	\$70.95
720	2 Reed, Aliyah	4,114.00	4,179.00	65	0	\$0.00	\$0.00	1.29	95	65	39	26	1.29	\$33.54
741	2 McQueen, Brenda	3,625.00	3,671.00	46	0	\$0.00	\$0.00	1.29	95	46	39	7	1.29	\$9.03
742	2 McFadden, Ernest	979	1,041.00	62	0	\$0.00	\$0.00	1.29	95	62	39	23	1.29	\$29.67
745	2 Taylor, Veronica	10,621.00	10,690.00	59	0	\$0.00	\$0.00	1.29	95	59	39	20	1.29	\$25.80
746	2 Jones, Joanie	2,223.00	2,278.00	55	0	\$0.00	\$0.00	1.29	95	55	39	16	1.29	\$20.64
749	2 Cardona, Micam	3,728.00	3,822.00	96	1	\$1.29	\$1.29	1.29	95	96	39	57	1.29	\$73.53
750	2 Major, Davette	1,320.00	1,383.00	73	0	\$0.00	\$0.00	1.29	95	73	39	34	1.29	\$43.86
753	2 Kidd-bey, Melvyn	10,755.00	10,832.00	77	0	\$0.00	\$0.00	1.29	95	77	39	38	1.29	\$49.02
754	2 Pearson, Gloria	3,577.00	3,577.00	0	0	\$0.00	\$0.00	1.29	95	0	39	0	1.29	\$0.00
758	2 Neely, Debra	2,383.00	2,386.00	53	0	\$0.00	\$0.00	1.29	95	53	39	14	1.29	\$18.06
762	2 Chatham, Renee	10,681.00	10,736.00	55	0	\$0.00	\$0.00	1.29	95	55	39	16	1.29	\$20.64
775	2 Bennett, Joan	2,968.00	3,054.00	86	0	\$0.00	\$0.00	1.29	95	86	39	47	1.29	\$60.63
776	2 Jones, Yarina	4,878.00	4,972.00	94	0	\$0.00	\$0.00	1.29	95	94	39	55	1.29	\$70.95
779	2 Perry, Janizo	3,661.00	3,741.00	80	0	\$0.00	\$0.00	1.29	95	80	39	41	1.29	\$52.89
780	2 Fayton, Charce	5,761.00	5,833.00	72	0	\$0.00	\$0.00	1.29	95	72	39	33	1.29	\$42.57
781	2 Tyler, Karen	9,982.00	10,027.00	45	0	\$0.00	\$0.00	1.29	95	45	39	6	1.29	\$7.74
782	2 Morris, Ann	2,242.00	2,319.00	77	0	\$0.00	\$0.00	1.29	95	77	39	36	1.29	\$46.02
783	2 Taylor, Tara	2,241.00	2,317.00	76	0	\$0.00	\$0.00	1.29	95	76	39	37	1.29	\$47.73
784	2 Savannah, Clinton	2,802.00	2,865.00	63	0	\$0.00	\$0.00	1.29	95	63	39	24	1.29	\$30.96
785	2 Covington, Philandra	10,384.00	10,440.00	76	0	\$0.00	\$0.00	1.29	95	76	39	37	1.29	\$47.73
786	2 Jones, Larrish	9,582.00		0	0	\$0.00	\$0.00	1.29	95	0	39	0	1.29	\$0.00

Piper Square 3BR - Gas

Unit Nr.	Br.	Current Name	Last Reading	Current Reading	Current Usage	Usage in Excess	Excess Change	Amount to Charge	Change Rate	Maximum Usage	Current Usage	Maximum Usage	Usage in Excess	Change Rate	Excess Change
709	3	Starts, Ceisha	5,165.00	5,289.00	94	0	\$0.00	\$0.00	1.29	108	94	46	49	1.29	\$63.21
710	3	Johnson, Tonya	6,427.00	6,524.00	97	0	\$0.00	\$0.00	1.29	108	97	45	52	1.29	\$67.08
711	3	Jones, Sheena	4,967.00		0	0	\$0.00	\$0.00	1.29	108	0	45	0	1.29	\$0.00
712	3	Pride, Shannell	9,089.00	9,194.00	95	0	\$0.00	\$0.00	1.29	108	95	45	50	1.29	\$64.50
721	3	Washington, Sandra	1,247.00	1,312.00	65	0	\$0.00	\$0.00	1.29	108	65	45	20	1.29	\$25.80
722	3	Jones, Toni	6,273.00	6,355.00	82	0	\$0.00	\$0.00	1.29	108	82	45	17	1.29	\$21.93
731	3	Francis, Lenaa	6,138.00	6,219.00	83	0	\$0.00	\$0.00	1.29	108	83	45	38	1.29	\$46.02
732	3	Jones, Monique	9,735.00	9,874.00	79	0	\$0.00	\$0.00	1.29	108	79	45	34	1.29	\$43.86
733	3	McCroskey, Latasha	6,019.00	6,093.00	74	0	\$0.00	\$0.00	1.29	108	74	45	29	1.29	\$37.41
734	3	Vacant Unit	5,142.00	5,179.00	37	0	\$0.00	\$0.00	1.29	108	37	45	0	1.29	\$0.00
735	3	Phillips, Stephanie	2,846.00		0	0	\$0.00	\$0.00	1.29	108	0	45	0	1.29	\$0.00
736	3	Garrea, Malcolm	1,411.00	1,470.00	59	0	\$0.00	\$0.00	1.29	108	59	45	14	1.29	\$18.06
737	3	Stewart, Clara	4,497.00	4,599.00	72	0	\$0.00	\$0.00	1.29	108	72	45	27	1.29	\$34.83
738	3	Gorkiewicz, April	1,390.00	1,447.00	57	0	\$0.00	\$0.00	1.29	108	57	45	12	1.29	\$15.48
739	3	Figueras, Adelaide	4,578.00		0	0	\$0.00	\$0.00	1.29	108	0	45	0	1.29	\$0.00
740	3	Mason, Victoria	1,242.00	1,300.00	58	0	\$0.00	\$0.00	1.29	108	58	45	13	1.29	\$16.77
763	3	McDougal, Giovanni	1,155.00	1,218.00	63	0	\$0.00	\$0.00	1.29	108	63	45	18	1.29	\$23.22
764	3	Russell, Angela	4,453.00		0	0	\$0.00	\$0.00	1.29	108	0	45	0	1.29	\$0.00
773	3	Finch, James	4,963.00	4,712.00	44	0	\$0.00	\$0.00	1.29	108	44	45	0	1.29	\$0.00
774	3	Vrociand, Kelly	3,538.00	3,596.00	60	0	\$0.00	\$0.00	1.29	108	60	45	15	1.29	\$19.35
777	3	Garis, Hope	3,494.00	3,487.00	53	0	\$0.00	\$0.00	1.29	108	53	45	8	1.29	\$10.23
778	3	Jackson, Ukeleha	5,325.00	5,428.00	107	0	\$0.00	\$0.00	1.29	108	107	45	56	1.29	\$72.24
789	3	Pelham, Flora	5,673.00	5,767.00	94	0	\$0.00	\$0.00	1.29	108	94	45	49	1.29	\$63.21
800	3	Coleman-Ellis, Stanalis	3,113.00	3,195.00	85	0	\$0.00	\$0.00	1.29	108	85	45	40	1.29	\$51.80
801	3	White, Monica	2,864.00	2,875.00	6	0	\$0.00	\$0.00	1.29	108	6	45	0	1.29	\$0.00
802	3	Doreaux, Dominique	5,150.00	5,284.00	114	6	\$7.74	\$7.74	1.29	108	114	45	69	1.29	\$89.01
803	3	Banka, Damon	1,328.00	1,328.00	100	0	\$0.00	\$0.00	1.29	108	100	45	55	1.29	\$70.85
804	3	Hill, Monique	12,791.00		0	0	\$0.00	\$0.00	1.29	108	0	45	0	1.29	\$0.00

\$7.74

\$857.95

Piper Square 4BR - Gas

Unit Nr.	Br.	Current Name	Last Reading	Current Reading	Current Usage	Usage in Excess	Excess Change	Amount to Charge	Change Rate	Maximum Usage	Current Usage	Maximum Usage	Usage in Excess	Change Rate	Excess Change
743	4	Green, Shaquela	5,780.00	5,986.00	89	0	\$0.00	\$0.00	1.29	132	89	50	36	1.29	\$46.44
744	4	Greene, Tonya	8,697.00	8,801.00	103	0	\$0.00	\$0.00	1.29	132	103	50	53	1.29	\$68.37
747	4	Libart, Stephanie	7,189.00	7,267.00	78	0	\$0.00	\$0.00	1.29	132	78	50	28	1.29	\$36.12
748	4	Lockett, Jacquelyn	7,648.00	7,724.00	76	0	\$0.00	\$0.00	1.29	132	76	50	26	1.29	\$33.54
751	4	Wooden, Newshia	8,330.00	8,429.00	99	0	\$0.00	\$0.00	1.29	132	99	50	49	1.29	\$63.21
752	4	Ameh, Eynder	1,282.00	1,344.00	92	0	\$0.00	\$0.00	1.29	132	92	50	42	1.29	\$54.18

\$0.00

\$901.86

3/17/2006 14:13 804488354
 -REACTIVE 6-1-94

X NEW ALLOW.

ELECTRIC AND GAS ALLOWANCES
 FOR DAVISVILLE

RATE ELEC GAS		1 BR ELEC GAS	2 BR ELEC GAS	3 BR ELEC GAS	4 BR ELEC GAS	5 BR ELEC GAS
		168	209	256		
	JANUARY	310 11 33	287 06 10	370 07 47		
	FEBRUARY	273 03 33	304 03 10	374 04 47		
	MARCH	267 03 33	277 77 10	411 04 47		
	APRIL	332 39 33	270 47 40	355 00 47		
	MAY	280 24 33	336 30 40	324 36 47		
	JUNE	346 13 14	496 22 18	575 27 19		
	JULY	408 16 14	503 22 18	534 23 19		
	AUGUST	402 17 14	501 21 18	648 10 19		
	SEPTEMBER	323 16 14	441 21 18	463 21 19		
	OCTOBER	273 36 33	341 40 40	382 42 47		
	NOVEMBER	253 45 33	310 55 40	331 04 47		
	DECEMBER	303 62 33	384 03 10	380 06 47		

1. ELEC.
 (Aug. Now) 311

(S/GAS)
 (Aug. Now) 16

(W/GAS)
 (Aug. Now) 53

420

18

63

456

19

68

11/10/2005 14:15

Effective 6-1-94

* New Allow.ELECTRIC AND GAS ALLOWANCES
FOR BLAND COURT

RATES ELEC GAS	1 BR ELEC GAS	2 BR ELEC GAS	3 BR ELEC GAS	4 BR ELEC GAS	5 BR ELEC GAS
JANUARY	250 65 39	300 72 39	350 80 45	400 102 50	
FEBRUARY		300 72 39	350 80 45	470 86 50	
MARCH		330 73 37	340 105 45	480 102 50	
APRIL		260 48 37	340 64 45	480 65 60	
MAY		430 36 39	550 49 45	470 37 50	
JUNE		520 26 18	600 28 19	640 28 21	
JULY		530 27 18	690 32 19	680 27 21	
AUGUST		730 26 18	620 26 19	700 28 21	
SEPTEMBER		440 23 18	730 44 19	870 27 21	
OCTOBER		240 40 39	420 54 45	440 46 50	
NOVEMBER		100 05 39	270 60 45	430 66 50	
DECEMBER		370 72 37	340 83 45	360 83 50	

X NEW ALLOW.

ELECTRIC AND GAS ALLOWANCES
FOR THOMAS ROLFE COURT

DATES ELEC GAS		1 BR ELEC GAS	2 BR ELEC GAS	3 BR ELEC GAS	4 BR ELEC GAS	5 BR ELEC GAS
10/16	JANUARY	245 65 168 30	310 81 209 39	405 98 256 45	373 145 200 60	
1/11	FEBRUARY	279 76 30 30	325 97 39 39	442 141 45 45	378 133 50 50	
074 569	MARCH	287 82 30 30	364 71 39 39	421 102 45 45	372 102 50 50	
073 574	APRIL	181 33 30 30	343 47 39 39	406 63 45 45	459 63 50 50	
073 574	MAY	388 26 30 30	547 31 39 39	468 37 45 45	498 33 50 50	
073 529	JUNE	358 23 14 14	661 26 18 18	740 28 19 19	474 19 21 21	
062 326	JULY	742 19 14 14	1087 28 18 18	1070 29 19 19	652 20 21 21	
062 199	AUGUST	481 15 14 14	1062 24 18 18	874 27 19 19	515 19 21 21	
062 409	SEPTEMBER	370 16 14 14	877 27 18 18	600 25 19 19	527 26 21 21	
062 337	OCTOBER	262 31 30 30	350 43 39 39	440 58 45 45	524 56 50 50	
062 39	NOVEMBER	242 52 30 30	388 63 39 39	300 66 45 45	530 75 50 50	
062 76	DECEMBER	260 73 30 30	360 88 39 39	449 103 45 45	499 128 50 50	

Effective 6-1-94

ELECTRIC AND GAS ALLOWANCES
FOR THOMAS HOLTE COURT EXTENSION

RATE# ELEC GAS	1 BR ELEC GAS	2 BR ELEC GAS	3 BR ELEC GAS	4 BR ELEC GAS	5 BR ELEC GAS
	168	269	256	300	
JANUARY	230 62 37	370 114 42	420 107 57	540 91 56	
FEBRUARY	250 80 37	460 131 42	590 123 57	680 112 56	
MARCH	226 67 37	390 99 42	451 100 57	510 82 56	
APRIL	230 44 37	320 58 42	400 62 57	480 81 56	
MAY	240 21 37	380 31 42	488 33 57	600 35 56	
JUNE	440 18 16	620 23 19	960 24 21	1080 25 23	
JULY	709 18 16	870 28 19	1350 25 21	1520 26 23	
AUGUST	850 19 16	800 24 19	1480 23 21	1450 26 23	
SEPTEMBER	440 15 16	635 26 19	940 23 21	1050 30 23	
OCTOBER	310 37 37	370 52 42	428 52 57	600 40 56	
NOVEMBER	230 41 37	330 73 42	390 72 57	540 75 56	
DECEMBER	270 77 37	370 117 42	500 113 57	590 97 56	

11/10/2018 14:12 0044002364

Effective 6-1-94

HUPWALL 1000

ELECTRIC AND GAS ALLOWANCES
FOR PIER SQUARE

RATE ELEC GAS	1 BR ELEC GAS	2 BR ELEC GAS	3 BR ELEC GAS	4 BR ELEC GAS	5 BR ELEC GAS
	168	209	252	300	
JANUARY	420 30	326 39	407 45	488 50	103 50
FEBRUARY	223 30	300 39	406 45	486 50	122 50
MARCH	106 30	329 39	402 45	482 50	89 50
APRIL	207 30	300 39	406 45	488 50	88 50
MAY	243 30	306 39	404 45	488 50	44 50
JUNE	338 14	610 18	768 19	869 21	34 21
JULY	520 14	955 18	1150 19	1431 21	32 21
AUGUST	393 14	826 18	1037 19	1209 21	33 21
SEPTEMBER	349 14	892 18	1099 19	1291 21	33 21
OCTOBER	218 30	361 39	446 45	548 50	45 50
NOVEMBER	223 30	410 39	428 45	508 50	65 50
DECEMBER	251 30	373 39	460 45	567 50	80 50

Effective 6-1-94

NA

ELECTRIC AND GAS ALLOWANCES
FOR LANGSTON PARK

RATES ELEC GAS	1 BR ELEC GAS	2 BR ELEC GAS	3 BR ELEC GAS	4 BR ELEC GAS	5 BR ELEC GAS
JANUARY		270 02	430 796	570 102	600 123
FEBRUARY		290 03	470 107	580 107	590 125
MARCH		340 04	480 103	590 110	630 124
APRIL		300 02	390 49	520 65	520 108
MAY		300 33	570 30	800 37	470 46
JUNE		480 17	820 25	900 31	550 33
JULY		490 18	910 26	1400 31	760 34
AUGUST		530 14	750 24	1200 28	530 31
SEPTEMBER		560 17	680 25	930 20	560 36
OCTOBER		300 34	440 48	570 51	700 70
NOVEMBER		340 46	400 67	550 77	520 89
DECEMBER		300 68	531 101	650 115	680 135

PUBLIC HOUSING APARTMENTS

Bedroom Sizes

AMP		0	1	2	3	4	5	<u>TOTAL</u>
AMP 1	DAVISVILLE	0	32	44	20	4	0	96
AMP 1	EDWARD BLAND COURT	0	0	8	8	8	0	24
AMP 2	THOMAS ROLFE COURT	0	12	40	20	4	0	76
AMP 2	THOMAS ROLFE EXT	0	21	25	12	2	0	60
AMP 3	KIPPAX PLACE	72	24	4	0	0	0	100
AMP 4	LANGSTON PARK	0	0	9	9	8	4	30
AMP 4	PIPER SQUARE	0	24	46	28	6	0	104



HOPEWELL REDEVELOPMENT AND HOUSING AUTHORITY

PROPOSED RESOLUTION NO. 788

Meeting Date May 12, 2014

Agenda Item No. R-4

TITLE: Resolution of the Hopewell Redevelopment and Housing Authority to approve the Utility Allowance Schedule.

RESOLUTION: BE IT RESOLVED by the Commissioners of the Hopewell Redevelopment and Housing Authority that the above Resolution is accepted and approved.

EXPLANATION: The Hopewell Redevelopment & Housing Authority's utility allowances were updated to conform to applicable federal regulations. The revisions were available for public comment between April 16, 2014 and May 16, 2014. The new utility allowances will take effect July 1, 2014.

Recommended by Maddelyn Madrin Heph Date 5/7/14
Public Housing Director

Approved by Sten A. Berlin Date 5/7/14
Executive Director

COMMISSIONERS' ACTION

Approved X Disapproved _____

Remarks: Upon motion made by Vice-Chairman Mahaney and seconded by Commissioner Jones with all Commissioners present responding, the Board of Commissioners approved Resolution No. 788, Utility Allowance Schedule.

Upon roll call, the vote resulted:

Chairman Crenshaw	- Yes
Vice-Chairman Mahaney	- Yes
Commissioner Flowers	- Yes
Commissioner Jones	- Yes
Commissioner Broxie	- Yes
Commissioner Henry	- Yes

6 Yes; Motion Passed

R-4

ATTACHMENT 6

February 2014

**HOPEWELL REDEVELOPMENT &
HOUSING AUTHORITY**

HOPEWELL, VIRGINIA

**PUBLIC HOUSING CONSUMPTION
SURVEY AND STUDY
(FOR CHECK-METERED UTILITIES)**

UTILITY ALLOWANCES

The **Nelrod** Company

3109 Lubbock Avenue, Fort Worth, Texas 76019
Tel: 817-922-9000 / Fax: 817-922-9100
Satellite Office: Washington D.C. Metro Area and Houston Texas
E-Mail Address: ResidentLife@nelrod.com - Web Site: www.nelrod.com
© 2012 The Nelrod Company, Fort Worth, Texas



TABLE OF CONTENTS

Introduction 1

Objectives and Methodology 2

Survey and Study Results 6

 Chart 1 - Proposed Monthly Consumption Allowances..... 8

Monthly Utility Consumption Totals 10

Support Documentation 12

 Development Characteristics Charts 13

 Customization for Base REM/Rate Models & Building Type Descriptions 15

 Development Reports..... 22

 Currently Adopted Consumption Allowances 29

 Local Climatological Data – Annual Summary 36

 Introduction to REM/Rate Software Program..... 45

 REM/Rate Software Default Audit 49

 HUD Regulations 24CFR 965.SUBPART E..... 54

INTRODUCTION

Public Housing Authorities are allowed to provide monthly or quarterly consumption allowances for PHA-furnished utilities where dwelling units are individually check-metered, and residents may be surcharged for excess usage.

Allowances are established for each dwelling unit category and unit size and should approximate reasonable consumption by an energy-conservative household of modest circumstances consistent with requirements of a safe, sanitary and healthful living environment.

The Hopewell Redevelopment & Housing Authority has recognized the need for a review and update of its Public Housing Consumption Allowances and has contracted with ResidentLife Utility Allowances® to develop consumption allowances for each dwelling unit category and unit size for 5 developments where electricity and natural gas are check-metered and utility costs paid by the housing agency. Residents are surcharged for excess usage of utilities over the adopted Consumption Allowances. This study will utilize an approved Engineering-based methodology to determine Public Housing monthly consumptions. ResidentLife Utility Allowances will conduct a Public Housing Utility Allowance Survey and Study based on the following: (1) a fair estimate of the work and cost required to conduct the survey and study, (2) an experienced consulting team that has extensive working knowledge of PHA operations, utility allowance development, and application experience, and (3) quality client service.

Our goals in undertaking this work are: (1) to deliver practical products that staff can use in completing their day-to-day activities, (2) to write and communicate clearly in order to be accurate in what we write and say with regard to analysis, description of conditions, and costs, (3) not to recommend a change unless it has a clear benefit to the agency and residents, and (4) to work with the Executive Director, Agency staff, Commissioners, and residents in an open and professional manner and include their input to the maximum extent possible.

This Public Housing Utility Allowance study will be conducted in accordance with 24 CFR Part 965, Subpart E, Resident Allowances for Utilities, the Utility Allowance Guidebook, and all applicable federal, state, and local laws and regulations.

Note: In the course of providing services, copyrighted materials existing prior to this study may be utilized. This material is being provided for the use of the Hopewell Redevelopment & Housing Authority staff only and may not be used by other agencies without written permission from The Nelrod Company. The Nelrod Company retains the rights to all copyrighted materials.

OBJECTIVES AND METHODOLOGY

PUBLIC HOUSING UTILITY CONSUMPTION OBJECTIVES AND METHODOLOGY

Objective

The objective of this survey and study is to develop consumption allowances for the **Hopewell Redevelopment & Housing Authority, VA** for electricity and natural gas which are Check-Metered and the residents are surcharged for excess usage. We will utilize an approved engineering-based methodology which takes into consideration structure type, bedroom size, and equipment. **Additionally, all of the developments have the following energy efficient equipment: windows and water heating.** These allowances are based upon a reasonable consumption of an energy conservative family of modest circumstances and to provide for the basic essentials needed for a living environment that is safe, sanitary and healthful. **Note: The Agency requested the removal of the Langston Park development as it has been sold.**

Methodology

1. Data Gathering

Specific information and characteristics about the Agency's 360 dwelling units at 5 developments was collected from the Agency in a previous study for each applicable bedroom size (Customization for Base REM/Rate Models). Data gathered included building type, approximate age, fuel types, construction materials, window types, and mechanicals. **The Agency verified that this information is the same and no improvements have been made to the developments.**

2. Data on Climatic Conditions

Data on climatic conditions was obtained from the National Oceanographic and Atmospheric Administration National Climatic Data Center which has climatic data for all the major cities of North America. This data is updated periodically when new annual data is available.

Climatic data was gathered for the City of **Richmond, Virginia** (Annual Summary 2013). Richmond was the nearest location with recorded data and similar temperatures. This data is used to develop a Cooling Degree Day (CDD) factor and a Heating Degree Day (HDD) factor which is then applied the average winter and summer consumption totals to make additional adjustment and normalize the consumptions. These factors are as follows:

HDD Factor = 1.03
CDD Factor = 0.92

3. Create Models

Over 17,000 energy engineering building structure models have been created for the ResidentLife Utility Allowances® database. The software program utilized to develop these building structure models is HUD compliant. Sources for developing these models include: HUD Regulations 24 CFR Part 965, Subpart E, Resident Allowances for Utilities, REM/Rate™ Home Energy Rating software program, Energy Conservation for Housing...A Workbook – 1998, IECC (International Energy Conservation Code) – 2000, Utility Allowance Guidebook – 1998, Calculating Consumptions and Utility Allowances – 1986, Mechanicals – 1992, and PIH Notice 90-8 T.D.C.

Customized criteria for each development and bedroom size were gathered from the Agency for the existing Public Housing units (Customization for Base REM/Rate Models).

Different models were created for each possible location and number of stories of the sample unit at each development (example: inside unit, end unit, 1 story, 2 story, top floor, bottom floor, etc.).

HUD regulations for Public Housing (CFR §965.505 (e)) do not allow for air conditioning allowances, therefore air conditioning consumptions were eliminated from the consumption totals and/or models were built without air conditioning mechanicals.

4. Computation of Average Monthly Consumption

This was done in the following manner:

- a. The ResidentLife Utility Allowances® database gathers the calculated average monthly **electric** utility consumptions (kwh) from the structure models for each applicable structure type and applicable bedroom size.

The monthly average consumptions for electric usage did not include space heating and therefore were not climatically adjusted with the HDD factor. These adjusted monthly consumptions are input into the Monthly Utility Consumption Totals charts for each development.

- b. The ResidentLife Utility Allowances® database gathers the calculated average monthly **natural gas** utility consumptions (therms) from the structure models for each applicable structure type and applicable bedroom size.

The monthly average heating consumption totals are then climatically adjusted with the HDD factor. These adjusted monthly

consumptions are put into the Monthly Utility Consumption Totals chart for each development.

Residents are not check-metered for water utilities.

See Proposed Monthly Consumption Allowances-Chart 1 in the Study Results section of this report.

6. Notification, Display and Comment Period

Per HUD regulations, the Agency shall give notice to all residents of proposed allowances, scheduled surcharges, and revisions not less than 60 days before the proposed effective date of the allowances. The Agency should provide all residents an opportunity to submit written comments during a period expiring not less than 30 days before the proposed effective date of the allowances.

Additionally, for your convenience we have provided a SAMPLE resident notice for the agency to adjust to their needs. See sample and instructions in the back of the binder.

7. Consumption Allowance Schedule and Surcharges

Consumption Allowance Schedules and surcharges are not subject to approval by HUD before becoming effective, but will be reviewed in the course of audits or reviews of Agency operations.

8. Support Documentation

As per HUD regulations [24 CFR 965.502(b)] the Agency must maintain a record that documents the basis on which allowances and scheduled surcharges, and revisions thereof, are established and revised. Such record shall be available for inspection by residents.

This report contains a copy of all such supporting documentation.

9. Individual Relief

Please note that notice of the availability of relief from surcharges or payment of utility supplier billings in excess of the allowances for resident-purchased utilities should be included in each notice to residents given in accordance with §965.502(c) and in the information given to new residents upon admission.

SURVEY AND STUDY RESULTS

PUBLIC HOUSING UTILITY CONSUMPTION SURVEY AND STUDY RESULTS

Consumption Study and Survey-Engineering Method

Public Housing (Conventional) consumption allowances were calculated for the **Hopewell Redevelopment & Housing Authority, VA** for **electricity and natural gas** for the Agency's 5 developments, by structure type and unit size where these utility are Check-Metered and residents are surcharged for excess usage. The proposed Public Housing monthly consumption allowances are shown in Chart 1 on the following page.

Comparison of Utility Allowances

A visual comparison of the Agency's currently adopted Public Housing monthly consumption allowances (effective date: June 1994) and the proposed allowances indicates overall allowances have decreased.

Bonus

In an effort to assist the Agency in its resident energy conservation programs, ResidentLife Utility Allowances has provided a copy of the **Residential Energy Conservation Guide** (inside front of binder). The Agency may reproduce it and distribute to its residents.

X:\2014\Allowances-Utilities\MASTERS\NARRATIVE SAMPLES, Side Bindings & Letters\Low-Rent Narratives\SAMPLE-Check-Meter NEW Study Narrative-Feb 2014.docx



Hopewell Redevelopment & Housing Authority, VA
Public Housing

PROPOSED MONTHLY CONSUMPTION ALLOWANCES

Chart 1
Check-Metered Utilities

UPDATE 2014

Building Type: Row House/Townhouse

Davisville VA-5-1 (EE Equip: Win,WH)		0BR	1BR	2BR	3BR	4BR	5BR
Electricity (kWh) (L&A)			168	209	256		
Natural Gas (ccfs) S(WH,C)			14	18	19		
Natural Gas (ccfs) W(H,WH,C)			33	40	47		
Summer Natural Gas Months	4		56	72	76		
Winter Natural Gas Months	8		264	320	376		
Average Monthly Natural Gas (ccfs)			27	33	38		

**Thomas Rolphe Court, Edward
Bland Court, Piper Square**

Building Type: Row House/Townhouse

VA-5-2,3,7 (EE Equip: Win,WH)		0BR	1BR	2BR	3BR	4BR	5BR
Electricity (kWh) (L&A)			168	209	256	300	
Natural Gas (ccfs) S(WH,C)			14	18	19	21	
Natural Gas (ccfs) W(H,WH,C)			30	39	45	50	
Summer Natural Gas Months	4		56	72	76	84	
Winter Natural Gas Months	8		240	312	360	400	
Average Monthly Natural Gas (ccfs)			25	32	36	40	

A monthly average of the summer and winter consumptions were used for the natural gas.

L&A= Lights & Appliances

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

Note: Public Housing utility allowances are calculated similar to method of utility providers. These allowances are not calculated by end use (like Section 8), but by total usage for each utility type.

Hopewell Redevelopment & Housing Authority, VA
Public Housing

PROPOSED MONTHLY CONSUMPTION ALLOWANCES
Chart 1

Building Type: Semi-Detached/Duplex

Thomas Rolphe Extension VA-5-4 (EE Equip: Win,WH)		0BR	1BR	2BR	3BR	4BR	5BR
Electricity (kWh) (L&A)			168	209	256	300	
Natural Gas (ccfs) S(WH,C)			16	19	21	23	
Natural Gas (ccfs) W(H,WH,C)			37	42	51	56	
Summer Natural Gas Months	4		64	76	84	92	
Winter Natural Gas Months	8		296	336	408	448	
Average Monthly Natural Gas (ccfs)			30	34	41	45	

UTILITY CONSUMPTION TOTALS

Hopewell Redevelopment & Housing Authority, VA Public Housing

MONTHLY UTILITY CONSUMPTION TOTALS

Consumptions developed using an engineering method - Update 2014
(Heating consumptions climatically adjusted with HDD factor)

Building Type: Row House/Townhouse

Davisville VA-5-1 (EE Equip: Win,WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (kWh) (L&A)		168	209	256		
Natural Gas (therms) S(WH,C)		14	18	19		
Natural Gas (therms) W(H,WH,C)		33	40	47		

Thomas Rolphe Court, Edward Bland Court, Piper Square

Building Type: Row House/Townhouse

VA-5-2,3,7 (EE Equip: Win,WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (kWh) (L&A)		168	209	256	300	
Natural Gas (therms) S(WH,C)		14	18	19	21	
Natural Gas (therms) W(H,WH,C)		30	39	45	50	

Building Type: Semi-Detached/Duplex

Thomas Rolphe Extension VA-5-4 (EE Equip: Win, WH)	0BR	1BR	2BR	3BR	4BR	5BR
Electricity (kWh) (L&A)		168	209	256	300	
Natural Gas (therms) S(WH,C)		16	19	21	23	
Natural Gas (therms) W(H,WH,C)		37	42	51	56	

L&A= Lights & Appliances
H= Space Heating
WH= Water Heating
C= Cooking

EE Equip= Energy Efficient Equipment
Win= Windows

SUPPORT DOCUMENTATION

DEVELOPMENT CHARACTERISTICS

**CUSTOMIZATION FOR BASE REM/RATE MODELS
AND BUILDING TYPE DESCRIPTIONS**

Housing Agency: HOPWELL REDEVELOPMENT & HOUSING AUTHORITY

HRHA

Customization & Improvements for Base REM/Rate Models

Please check appropriate box(s) for each development and note if different for other bedroom sizes in development.

Development Name & No.: DAVISVILLE VAS-1

Building (Structure) Type: ROW HOUSE
Year Built: 1941

Bedroom Sizes: ☐ OBR ☒ 1BR ☒ 2BR ☒ 3BR ☐ 4BR ☐ 5BR

1 Foundation Type: ☒ Concrete Slab ☐ Pier-Beam (Crawl Space) ☐ Basement

2 Windows Type: ☐ Single Pane ☒ Double Pane ☐ Low-E ☐ Other (Specify)

3a Heating Fuel: ☐ Electric ☒ Natural Gas ☐ Oil

3b Heating Type: ☐ Electric Baseboard ☐ Central / Radiant Boiler ☐ Individual Boiler
Need SEER & HSPF* ☐ Heat Pump* ☒ Forced Air Furnace w/ ducts / Wall unit
Seer: _____ HSPF: _____ Gas Furnace (48k/94 AFUE) (IMPROVEMENT)

3c Heating Equipment Location: ☐ Unconditioned Space (attic/outside) ☒ Conditioned Space

4a Water Heater: ☐ Electric ☒ Natural Gas ☐ Oil
☐ Elec Tank .93 EF ☒ Gas Tank .62 EF
☐ Elec Tank .95 EF ☒ Gas Tankless .69 EF
☐ Elec Tankless ☐ Gas Tankless .80 EF

4b Water Heater Type: ☒ Individual units ☐ Central Boiler

4c Water Htr Location: ☒ Conditioned Space ☐ Unconditioned Space (attic/garage)

5 Air Ducts: ☒ Yes ☐ No
If Yes, Location: ☒ Conditioned Space ☐ Unconditioned Space (attic)

6 Stove/Range: ☐ Electric ☒ Natural Gas

7 # of Stories In Unit: ☐ one ☐ two ☐ Building has multiple stories

8 Insulation NA Improvements: ☐ Ceiling (R-30) ☐ Ceiling (R-38) ☐ Wall (R-13)

9 Lighting Improvements: ☐ 100% CFL

10 Hook up for: NA ☐ Washer ☐ Dryer: ☐ Electric ☐ Natural Gas

NOTE: Use separate form if criteria is different for BR sizes or more than one building type per development.

Blue text represents improvements.

© 2010 The Nelrod Company, Fort Worth, Texas

7/2/11

Housing Agency: HRHA

Customization & Improvements for Base REM/Rate Models

Please check appropriate box(s) for each development and note if different for other bedroom sizes in development.

Development Name & No.: THOMAS RALFE COURT
VAS-2Building (Structure) Type: ROW HOUSEYear Built: 1983Bedroom Sizes: ^{1 STORY} ☐ 0BR ¹² ☐ 1BR ²⁰ ☐ 2BR ⁴⁰ ☐ 3BR ⁴ ☐ 4BR ☐ 5BR1 Foundation Type: ☒ Concrete Slab ☐ Pier-Beam (Crawl Space) ☐ Basement2 Windows Type: ☐ Single Pane ☒ Double Pane ☐ Low-E ☐ Other (Specify)3a Heating Fuel: ☐ Electric ☒ Natural Gas ☐ Oil3b Heating Type: ☐ Electric Baseboard ☐ Central / Radiant Boiler ☐ Individual Boiler
Need SEER & HSPF* ☐ Heat Pump* ☒ Forced Air Furnace w/ ducts / Wall unit
Seer: _____ HSPF: _____ ☐ Gas Furnace (48k/94 AFUE) (IMPROVEMENT)3c Heating Equipment Location: ☐ Unconditioned Space (attic/outside) ☒ Conditioned Space4a Water Heater: ☐ Electric ☒ Natural Gas ☐ Oil
☐ Elec Tank .93 EF ☒ Gas Tank .62 EF
☐ Elec Tank .95 EF ☐ Gas Tankless .69 EF
☐ Elec Tankless ☐ Gas Tankless .80 EF4b Water Heater Type: ☒ Individual Units ☐ Central Boiler4c Water Htr Location: ☒ Conditioned Space ☐ Unconditioned Space (attic/garage)5 Air Ducts: ☒ Yes ☐ No
If Yes, Location: ☒ Conditioned Space ☐ Unconditioned Space (attic)6 Stove/Range: ☐ Electric ☒ Natural Gas7 # of Stories in Unit: ^{NA} ☐ one ☐ two ☐ Building has multiple stories8 Improvements: ^{NA} ☐ Ceiling (R-30) ☐ Ceiling (R-38) ☐ Wall (R-13)9 Lighting Improvements: ^{NA} ☐ 100% CFL10 Hook up for: ^{NA} ☐ Washer ☐ Dryer: ☐ Electric ☐ Natural Gas

NOTE: Use separate form if criteria is different for BR sizes or more than one building type per development.

Blue text represents improvements.

© 2010 The Nelrod Company, Fort Worth, Texas

7/21/11

Housing Agency: HKHA

Customization & Improvements for Base REM/Rate Models

Please check appropriate box(s) for each development and note if different for other bedroom sizes in development.

Development Name & No.: EDWARD BLAND COURT VAS-3 Building (Structure) Type: ROW HOUSE
Year Built: 19531 Bedroom Sizes: 1 STORY ☐ 0BR ☐ 1BR ☐ 2BR ☒ 3BR ☐ 4BR ☐ 5BR
2 STORY
Foundation Type: ☒ Concrete Slab ☐ Pier-Beam (Crawl Space) ☐ Basement2 Windows Type: ☐ Single Pane ☒ Double Pane ☐ Low-E ☐ Other (Specify)3a Heating Fuel: ☐ Electric ☒ Natural Gas ☐ Oil
3b Heating Type: ☐ Electric Baseboard ☐ Central / Radiant Boiler ☐ Individual Boiler
Need SEER & HSPF* ☐ Heat Pump* ☒ Forced Air Furnace w/ ducts / Wall unit
Seer: _____ HSPF: _____ ☐ Gas Furnace (48k/94 AFUE) (IMPROVEMENT)3c Heating Equipment Location: ☐ Unconditioned Space (attic/outside) ☒ Conditioned Space4a Water Heater: ☐ Electric ☒ Natural Gas ☐ Oil
☐ Elec Tank .93 EF ☒ Gas Tank .62 EF
☐ Elec Tank .95 EF ☐ Gas Tankless .69 EF
☐ Elec Tankless ☐ Gas Tankless .80 EF4b Water Heater Type: ☒ Individual units ☐ Central Boiler4c Water Htr Location: ☒ Conditioned Space ☐ Unconditioned Space (attic/garage)5 Air Ducts: ☒ Yes ☐ No
If Yes, Location: ☒ Conditioned Space ☐ Unconditioned Space (attic)6 Stove/Range: ☐ Electric ☒ Natural Gas7 # of Stories in Unit: NA ☐ one ☐ two ☐ Building has multiple stories8 Improvements: Insulation NA ☐ Ceiling (R-30) ☐ Ceiling (R-38) ☐ Wall (R-13)9 Lighting Improvements: NA ☐ 100% CFL10 Hook up for: NA ☐ Washer ☐ Dryer: ☐ Electric ☐ Natural Gas

NOTE: Use separate form if criteria is different for BR sizes or more than one building type per development.

Blue text represents improvements.

Housing Agency: HRTH

Customization & Improvements for Base REM/Rate Models

Please check appropriate box(s) for each development and note if different for other bedroom sizes in development.

Development Name & No.: PAPER SQUARE VA5-7 Building (Structure) Type: ROW HOUSE
Year Built: 1982Bedroom Sizes: ☐ 0BR ☐ 1BR ☐ 2BR ☐ 3BR ☐ 4BR ☐ 5BR
2500 22 46 28 6
1 Foundation Type: ☒ Concrete Slab ☐ Pier-Beam (Crawl Space) ☐ Basement2 Windows Type: ☐ Single Pane ☒ Double Pane ☐ Low-E ☐ Other (Specify)3a Heating Fuel: ☐ Electric ☒ Natural Gas ☐ Oil
3b Heating Type: ☐ Electric Baseboard ☐ Central / Radiant Boiler ☐ Individual Boiler
Need SEER & HSPF* ☐ Heat Pump* ☒ Forced Air Furnace w/ ducts / Wall unit
Seer: _____ HSPF: _____ Gas Furnace (48k/94 AFUE) (IMPROVEMENT)3c Heating Equipment Location: ☐ Unconditioned Space (attic/outside) ☒ Conditioned Space4a Water Heater: ☐ Electric ☒ Natural Gas ☐ Oil
☐ Elec Tank .93 EF ☒ Gas Tank .62 EF
☐ Elec Tank .95 EF ☐ Gas Tankless .69 EF
☐ Elec Tankless ☐ Gas Tankless .80 EF4b Water Heater Type: ☒ Individual units ☐ Central Boiler4c Water Htr Location: ☒ Conditioned Space ☐ Unconditioned Space (attic/garage)5 Air Ducts: ☒ Yes ☐ No
If Yes, Location: ☒ Conditioned Space ☐ Unconditioned Space (attic)6 Stove/Range: ☐ Electric ☒ Natural Gas7 # of Stories in Unit: ☐ one ☒ two ☐ Building has multiple stories8 Insulation NA Improvements: ☐ Ceiling (R-30) ☐ Ceiling (R-38) ☐ Wall (R-13)9 Lighting Improvements: aff ☐ 100% CFL10 Hook up for: NA ☐ Washer ☐ Dryer: ☐ Electric ☐ Natural Gas

NOTE: Use separate form if criteria is different for BR sizes or more than one building type per development.

Blue text represents improvements.

© 2010 The Nelrod Company, Fort Worth, Texas

Housing Agency: HRHA

Customization & Improvements for Base REM/Rate Models

Please check appropriate box(s) for each development and note if different for other bedroom sizes in development.

Development Name & No.: TRIVAS POLE EXTENSION
VAS-4Building (Structure) Type: DUPLEXYear Built: 1962Bedroom Sizes: ☐ OBR ☒ 1BR ☒ 2BR ☐ 3BR ☐ 4BR ☐ 5BR1 Foundation Type: ☒ Concrete Slab ☐ Pier-Beam (Crawl Space) ☐ Basement2 Windows Type: ☐ Single Pane ☒ Double Pane ☐ Low-E ☐ Other (Specify)3a Heating Fuel: ☐ Electric ☒ Natural Gas ☐ Oil3b Heating Type: ☐ Electric Baseboard ☐ Central / Radiant Boiler ☐ Individual Boiler
Need SEER & HSPF* ☐ Heat Pump* ☒ Forced Air Furnace w/ ducts / Wall unit
Seer: _____ HSPF: _____ ☐ Gas Furnace (48k/94 AFUE) (IMPROVEMENT)3c Heating Equipment Location: ☐ Unconditioned Space (attic/outside) ☒ Conditioned Space4a Water Heater: ☐ Electric ☒ Natural Gas ☐ Oil
☐ Elec Tank .93 EF ☒ Gas Tank .62 EF
☐ Elec Tank .95 EF ☐ Gas Tankless .69 EF
☐ Elec Tankless ☐ Gas Tankless .80 EF4b Water Heater Type: ☒ Individual units ☐ Central Boiler4c Water Htr Location: ☒ Conditioned Space ☐ Unconditioned Space (attic/garage)5 Air Ducts: ☒ Yes ☐ No
If Yes, Location: ☒ Conditioned Space ☐ Unconditioned Space (attic)6 Stove/Range: ☐ Electric ☒ Natural Gas7 # of Stories in Unit: NA ☐ one ☐ two ☐ Building has multiple storiesInsulation NA
8 Improvements: ☐ Ceiling (R-30) ☐ Ceiling (R-38) ☐ Wall (R-13)9 Lighting Improvements: NA ☐ 100% CFL10 Hook up for: NA ☐ Washer ☐ Dryer: ☐ Electric ☐ Natural Gas

NOTE: Use separate form if criteria is different for BR sizes or more than one building type per development.

Blue text represents improvements.

© 2010 The Nelrod Company, Fort Worth, Texas

7/21/11

Description of Unit (Structure/Building) Types

1. Apartment/Walk-Up/Condominium/Garden Apartment/Low-Rise/Flat

Building with a group of individual units with 2 or more common walls; attached to other units; separate entrances with common staircases; 3 or more stories.

- Each building will have an end unit, inside unit, top unit, bottom unit, etc.
- Usually have units on both sides of building.
- Apartments usually have one owner while condominiums are usually individually owned.

2. High Rise Apartment

A multi-unit building; 5 or more stories; sharing one or more common entrances.

3. Row House/Townhouse/Triplex/Fourplex/Multiplex

An individual unit attached to 2 or more other individual units; 2 or more common walls; separate ground level entrances; 1 or 2 story units.

- Each building will have end units and inside units.
- Fourplex units usually share 2 common walls; can be square-shaped or L-shaped.
- Triplex building can be V-shaped.

4. Semi-Detached/Duplex

Building with 2 individual housing units; with separate entrances; one common wall; 1 or 2 story units.

5. Detached House

A detached building intended to house one family; sits on its own piece of land; not attached to another dwelling.

DEVELOPMENT REPORT



Home

Logout

Administration

Choose Agency

Utility Study

Developments

Utility Companies

Utility Rates

Calculate

Cost of Consumption

Average Costs

Proposed Allowances

Compare Allowances

Export

Utility Rates

Cost of Consumption

Average Costs

Total Consumptions

Proposed Allowances

Compared Allowances

Low-Rent Study

New

Open/Edit

Section 8 Study

New

Open/Edit

Current Study

Type: Low-Rent Utility Study - [New]

Date: February 6, 2014

Agency: Hopewell Redevelopment & Housing Authority, VA

ResidentLife Utility Allowance® Calculator

Developments / AMPs

INSTRUCTIONS

Use the Development Characteristics Chart and the Energy Customization Charts for reference.

- Click on tabs below in number order and answer questions. Don't [SAVE] until tabs 1 - 4 have been completed. [SAVE] will take you back to this screen.
- To start click on [ADD DEVELOPMENT] button below.
- After all development information has been input, click [HOME] and go to 2. Utility Companies.

Details

What is the development's name? Davisville

What is the development's extension number? 5-1 (EE Equip: Win, WI

What is the development's building type? Row House/Townhouse

[Click here for HELP with building type descriptions.](#)

What type of residents occupy the development? Family

Are water saving devices used? NO

Do the units have air conditioning? NO

How old is the development? 11 - 15 years

Utilities

What utility is used for space heating? Natural Gas

What utility is used for domestic hot water? Natural Gas

What utility is used for cooking stove? Natural Gas

Do the Residents pay for natural gas? YES C-hy

Do the Residents pay for electricity? YES C-hy

Do the Residents pay for water or sewer? NO

Do the Residents pay for trash pickup? NO

Unit Details

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
How many units?	0	1	1	1	0	0	0
Is there a pier beam foundation (Crawl space)?	NO	NO	NO	NO	NO	NO	NO
Are there double-pane or Low-E windows?	NO	YES	YES	YES	NO	NO	NO
Is there an electric base board?	NO	NO	NO	NO	NO	NO	NO
Is there a heat pump?	NO	NO	NO	NO	NO	NO	NO
Is there a space heater in unconditioned space?	NO	NO	NO	NO	NO	NO	NO
Is there domestic hot water in unconditioned space?	NO	NO	NO	NO	NO	NO	NO
Are there ducts in the attic?	NO	NO	NO	NO	NO	NO	NO
Is this a 2-story unit?	NO	NO	NO	NO	NO	NO	NO

Energy Improvements (Natural Gas) - HIDE

Space Heating

Gas Furnace (48k/94 AFUE)

Water Heating

Gas Tank (0.62 EF)

- ☐ Gas Tankless (0.69 EF)
☐ Gas Tankless (0.80 EF)

Insulation

- ☐ Ceiling (R-30)
☐ Ceiling (R-38)
☐ Wall (R-13)

Windows

- ☐ Double Pane Vinyl

Lighting

- ☐ 100% CFL

Energy Improvements (Electric) - SHOW

Save | Delete | Reset

End-Use Consumptions

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Space Heating (Therms)		18	21	27			
Domestic Hot Water (Therms)		9	11	12			
Lights & Appliances (kWh)		168	209	256			
Cooking Stove (Therms)		5	7	7			
Water & Sewer (Gallons)		3100	4650	7750			

End-Use Consumption Calculations - SHOW**Adjusted Consumption Totals**

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Electricity (kWh)		168	209	256			
Natural Gas Winter (Therms)		33	40	47			
Natural Gas Summer (Therms)		14	18	19			

Consumption Total Adjustment Calculations - SHOW**Select a Development / AMP**

Davisville VA-5-1 (EE Equip: Win,WH)

Available Developments:

Add Development | Edit Development



Home

Logout

Administration

Choose Agency

Utility Study

Developments

Utility Companies

Utility Rates

Calculate

Cost of Consumption

Average Costs

Proposed Allowances

Compare Allowances

Export

Utility Rates

Cost of Consumption

Average Costs

Total Consumptions

Proposed Allowances

Compared Allowances

Low-Rent Study

New

Open/Edit

Section 8 Study

New

Open/Edit

Current Study

Type: Low-Rent Utility Study - [New]

Date: February 6, 2014

Agency: Hopewell Redevelopment & Housing Authority, VA

ResidentLife Utility Allowance® Calculator

Developments / AMPs

INSTRUCTIONS

Use the Development Characteristics Chart and the Energy Customization Charts for reference.

- Click on tabs below in number order and answer questions. Don't [SAVE] until tabs 1 - 4 have been completed. [SAVE] will take you back to this screen.
- To start click on [ADD DEVELOPMENT] button below.
- After all development information has been input, click [HOME] and go to 2. Utility Companies.

Details

What is the development's name? Thomas Rolphe Court,

What is the development's extension number? 5-2,3,7 (EE Equip: Wir

What is the development's building type? Row House/Townhouse

[Click here for HELP with building type descriptions.](#)

What type of residents occupy the development? Family

Are water saving devices used? NO

Do the units have air conditioning? NO

How old is the development? 11 - 15 years

Utilities

What utility is used for space heating? Natural Gas

What utility is used for domestic hot water? Natural Gas

What utility is used for cooking stove? Natural Gas

Do the Residents pay for natural gas? YES C-229

Do the Residents pay for electricity? YES C-229

Do the Residents pay for water or sewer? NO

Do the Residents pay for trash pickup? NO

Unit Details

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
How many units?	0	1	1	1	1	0	0
Is there a pier beam foundation (Crawlspace)?	NO	NO	NO	NO	NO	NO	NO
Are there double-pane or Low-E windows?	NO	YES	YES	YES	YES	NO	NO
Is there an electric base board?	NO	NO	NO	NO	NO	NO	NO
Is there a heat pump?	NO	NO	NO	NO	NO	NO	NO
Is there a space heater in unconditioned space?	NO	NO	NO	NO	NO	NO	NO
Is there domestic hot water in unconditioned space?	NO	NO	NO	NO	NO	NO	NO
Are there ducts in the attic?	NO	NO	NO	NO	NO	NO	NO
Is this a 2-story unit?	NO	YES	YES	YES	YES	NO	NO

Energy Improvements (Natural Gas) - HIDE

Space Heating

Gas Furnace (48k/94 AFUE)

Water Heating

Gas Tank (0.62 EF)

- Gas Tankless (0.69 EF)

- Gas Tankless (0.80 EF)

Insulation

- Ceiling (R-30)

- Ceiling (R-38)

- Wall (R-13)

Windows

- Double Pane Vinyl

Lighting

- 100% CFL

Energy Improvements (Electric) - SHOW

Save | Delete | Reset

End-Use Consumptions

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Space Heating (Therms)		16	20	25	28		
Domestic Hot Water (Therms)		9	11	12	13		
Lights & Appliances (kWh)		168	209	256	300		
Cooking Stove (Therms)		5	7	7	8		
Water & Sewer (Gallons)		3100	4650	7750	9300		

End-Use Consumption Calculations - SHOW**Adjusted Consumption Totals**

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Electricity (kWh)		168	209	256	300		
Natural Gas Winter (Therms)		30	39	45	50		
Natural Gas Summer (Therms)		14	18	19	21		

Consumption Total Adjustment Calculations - SHOW**Select a Development / AMP**

Davisville VA-5-1 (EE Equip: Win,WH)

Thomas Rolphe Court, Edward Bland Court, Piper Square VA-5-2,3,7 (EE E

Available Developments:

Add Development | Edit Development

**Current Study**

Type: Low-Rent Utility Study - [New]

Date: February 6, 2014

Agency: Hopewell Redevelopment & Housing Authority, VA

Home**ResidentLife Utility Allowance® Calculator**

Logout

Administration

Choose Agency

Utility Study

Developments

Utility Companies

Utility Rates

Calculate

Cost of Consumption

Average Costs

Proposed Allowances

Compare Allowances

Export

Utility Rates

Cost of Consumption

Average Costs

Total Consumptions

Proposed Allowances

Compared Allowances

Low-Rent Study

New

Open/Edit

Section 8 Study

New

Open/Edit

Developments / AMPs**INSTRUCTIONS**

Use the Development Characteristics Chart and the Energy Customization Charts for reference.

- Click on tabs below in number order and answer questions. Don't [SAVE] until tabs 1 - 4 have been completed, [SAVE] will take you back to this screen.
- To start click on [ADD DEVELOPMENT] button below.
- After all development information has been input, click [HOME] and go to 2. Utility Companies.

Details

What is the development's name? Thomas Rolphe Exten
 What is the development's extension number? 5-4 (EE Equip: Win, W
 What is the development's building type? Semi-Detached/Duplex

[Click here for HELP with building type descriptions.](#)

What type of residents occupy the development? Family
 Are water saving devices used? NO
 Do the units have air conditioning? NO
 How old is the development? 11 - 15 years

Utilities

What utility is used for space heating? Natural Gas
 What utility is used for domestic hot water? Natural Gas
 What utility is used for cooking stove? Natural Gas
 Do the Residents pay for natural gas? YES *C-41*
 Do the Residents pay for electricity? YES *C-41*
 Do the Residents pay for water or sewer? NO
 Do the Residents pay for trash pickup? NO

Unit Details

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
How many units?	0	1	1	1	1	0	0
Is there a pier beam foundation (Crawlspace)?	NO	NO	NO	NO	NO	NO	NO
Are there double-pane or Low-E windows?	NO	YES	YES	YES	YES	NO	NO
Is there an electric base board?	NO	NO	NO	NO	NO	NO	NO
Is there a heat pump?	NO	NO	NO	NO	NO	NO	NO
Is there a space heater in unconditioned space?	NO	NO	NO	NO	NO	NO	NO
Is there domestic hot water in unconditioned space?	NO	NO	NO	NO	NO	NO	NO
Are there ducts in the attic?	NO	NO	NO	NO	NO	NO	NO
Is this a 2-story unit?	NO	NO	YES	YES	YES	NO	NO

Energy Improvements (Natural Gas) - HIDE**Space Heating**

Gas Furnace (48K/94 AFUE)

Water Heating

✓ Gas Tank (0.62 EF)

Gas Tankless (0.69 EF)

Gas Tankless (0.80 EF)

Insulation

Ceiling (R-30)

Ceiling (R-38)

Wall (R-13)

Windows

Double Pane Vinyl

Lighting

100% CFL

Energy Improvements (Electric) - SHOW

Save | Delete | Reset

End-Use Consumptions

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Space Heating (Therms)		20	22	29	32		
Domestic Hot Water (Therms)		11	12	14	15		
Lights & Appliances (kWh)		168	209	258	300		
Cooking Stove (Therms)		5	7	7	8		
Water & Sewer (Gallons)		4013	5583	8663	10216		

End-Use Consumption Calculations - SHOW**Adjusted Consumption Totals**

	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Electricity (kWh)		168	209	258	300		
Natural Gas Winter (Therms)		37	42	51	56		
Natural Gas Summer (Therms)		16	19	21	23		

Consumption Total Adjustment Calculations - SHOW**Select a Development / AMP**

Davisville VA-5-1 (EE Equip: Win, WH)

Thomas Rolphe Court, Edward Bland Court, Piper Square VA-5-2,3,7 (EE E

Thomas Rolphe Extension VA-5-4 (EE Equip: Win, WH)

Available Developments:

Add Development | Edit Development

CURRENTLY ADOPTED CONSUMPTION ALLOWANCES

1/18/2005 14:12 0044583364
Effective 6-1-94

HUR-2005-1. 00769

ELECTRIC AND GAS ALLOWANCES
FOR DAVISVILLE

RATES ELEC GAS	1 BR ELEC GAS	2 BR ELEC GAS	3 BR ELEC GAS	4 BR ELEC GAS	5 BR ELEC GAS
JANUARY	318 71	287 86	370 87		
FEBRUARY	273 83	304 83	374 94		
MARCH	267 63	277 77	414 84		
APRIL	232 39	279 47	353 80		
MAY	260 29	336 30	334 36		
JUNE	346 13	498 22	575 47		
JULY	402 16	583 22	634 23		
AUGUST	402 17	591 21	642 19		
SEPTEMBER	323 16	441 23	462 21		
OCTOBER	273 36	341 40	352 44		
NOVEMBER	253 48	318 55	331 64		
DECEMBER	303 62	384 83	339 86		

11/18/2005 14:14

8044050308

Effective 6-1-94

**ELECTRIC AND GAS ALLOWANCES
FOR BLAND COURT**

RATES ELEC GAS	1 BR ELEC GAS	2 BR ELEC GAS	3 BR ELEC GAS	4 BR ELEC GAS	5 BR ELEC GAS
JANUARY		260 65	380 80	480 102	
FEBRUARY		300 72	330 98	470 96	
MARCH		330 73	340 106	450 102	
APRIL		260 45	340 64	480 65	
MAY		430 36	550 49	470 37	
JUNE		520 26	690 32	540 26	
JULY		810 27	890 32	950 27	
AUGUST		730 26	640 26	700 26	
SEPTEMBER		440 23	750 44	570 27	
OCTOBER		260 40	420 54	440 46	
NOVEMBER		190 85	270 60	430 65	
DECEMBER		270 72	340 83	360 83	

ELECTRIC AND GAS ALLOWANCES

FOR THOMAS ROLFE COURT

RATES ELEC GAS		1 BR ELEC GAS	2 BR ELEC GAS	3 BR ELEC GAS	4 BR ELEC GAS	5 BR ELEC GAS
1076 546.3	JANUARY	245 68	310 61	405 98	373 145	
1074 541	FEBRUARY	279 76	325 97	442 141	378 133	
1074 569	MARCH	257 52	354 71	421 102	372 102	
1075 571	APRIL	181 33	341 47	406 63	489 63	
1073 574	MAY	388 26	547 31	468 37	498 33	
1073 529	JUNE	355 23	661 26	740 28	474 19	
1062 506	JULY	742 19	1087 25	1070 29	652 20	
1062 797	AUGUST	481 15	1062 24	874 27	515 19	
1062 499	SEPTEMBER	370 16	577 27	608 25	527 26	
1031 331	OCTOBER	262 31	350 43	440 58	524 56	
1039 39	NOVEMBER	242 52	388 63	380 66	530 75	
1076 103	DECEMBER	260 73	360 88	449 101	499 118	

Effective 6-1-94

**ELECTRIC AND GAS ALLOWANCES
FOR THOMAS ROLFE COURT EXTENSION**

RATES ELEC GAS		1 BR ELEC GAS	2 BR ELEC GAS	3 BR ELEC GAS	4 BR ELEC GAS	5 BR ELEC GAS
	JANUARY	230 62	370 114	430 107	540 91	
	FEBRUARY	250 80	460 131	590 123	880 112	
	MARCH	226 67	290 93	451 100	510 82	
	APRIL	230 44	320 58	400 62	480 51	
	MAY	240 21	380 31	508 33	800 36	
	JUNE	440 18	620 23	980 24	1080 25	
	JULY	799 18	970 26	1350 25	1820 26	
	AUGUST	580 19	800 24	1480 23	1450 26	
	SEPTEMBER	440 16	636 26	960 23	1050 30	
	OCTOBER	310 37	370 52	426 52	600 40	
	NOVEMBER	230 41	330 73	390 72	540 75	
	DECEMBER	270 77	370 117	500 113	590 97	

Effective 6-1-94

**ELECTRIC AND GAS ALLOWANCES
FOR LANGSTON PARK**

RATES ELEC GAS	1 BR ELEC GAS	2 BR ELEC GAS	3 BR ELEC GAS	4 BR ELEC GAS	5 BR ELEC GAS
JANUARY		270 82	430 796	570 102	600 113
FEBRUARY		290 83	470 107	580 107	590 125
MARCH		340 84	460 103	580 110	630 124
APRIL		280 82	390 49	520 65	520 108
MAY		300 33	570 38	500 37	470 46
JUNE		480 17	828 25	900 31	550 33
JULY		890 15	910 26	1480 31	760 34
AUGUST		630 14	750 24	1200 28	530 31
SEPTEMBER		380 17	690 25	930 30	540 36
OCTOBER		300 34	440 45	570 51	700 79
NOVEMBER		340 46	400 67	550 77	610 99
DECEMBER		380 68	531 101	680 115	580 135

11/19/2008 14:13 8044583354

Effective 6-1-94

**ELECTRIC AND GAS ALLOWANCES
FOR PIER SQUARE**

RATES ELEC GAS	1 BR ELEC GAS	2 BR ELEC GAS	3 BR ELEC GAS	4 BR ELEC GAS	5 BR ELEC GAS
JANUARY	220 49	236 72	407 91	488 103	
FEBRUARY	223 67	300 95	466 108	536 132	
MARCH	196 49	320 70	401 89	522 85	
APRIL	207 36	300 42	406 51	499 59	
MAY	243 19	386 28	404 27	559 44	
JUNE	338 13	618 24	768 22	868 34	
JULY	520 14	956 19	1150 21	1431 32	
AUGUST	393 12	826 18	1033 24	1109 33	
SEPTEMBER	349 16	692 20	899 26	891 33	
OCTOBER	218 25	361 33	546 42	645 45	
NOVEMBER	223 41	410 48	428 55	388 65	
DECEMBER	252 63	373 76	460 88	567 80	

**LOCAL CLIMATOLOGICAL DATA
ANNUAL CLIMATIC DATA SUMMARY**

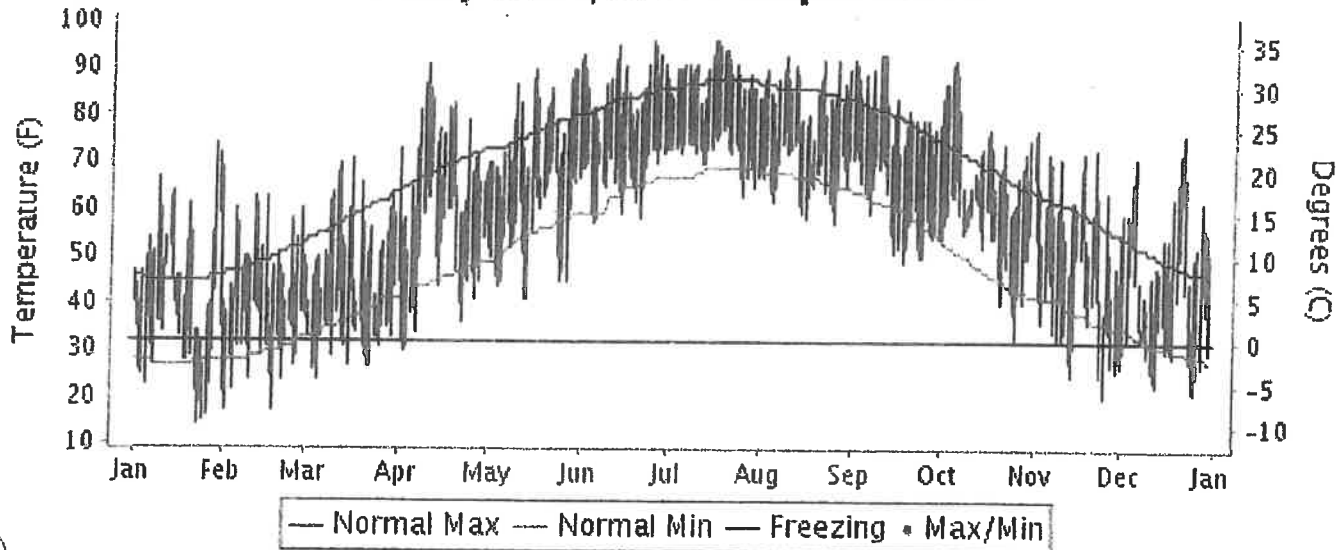


2013 LOCAL CLIMATOLOGICAL DATA ANNUAL SUMMARY WITH COMPARATIVE DATA

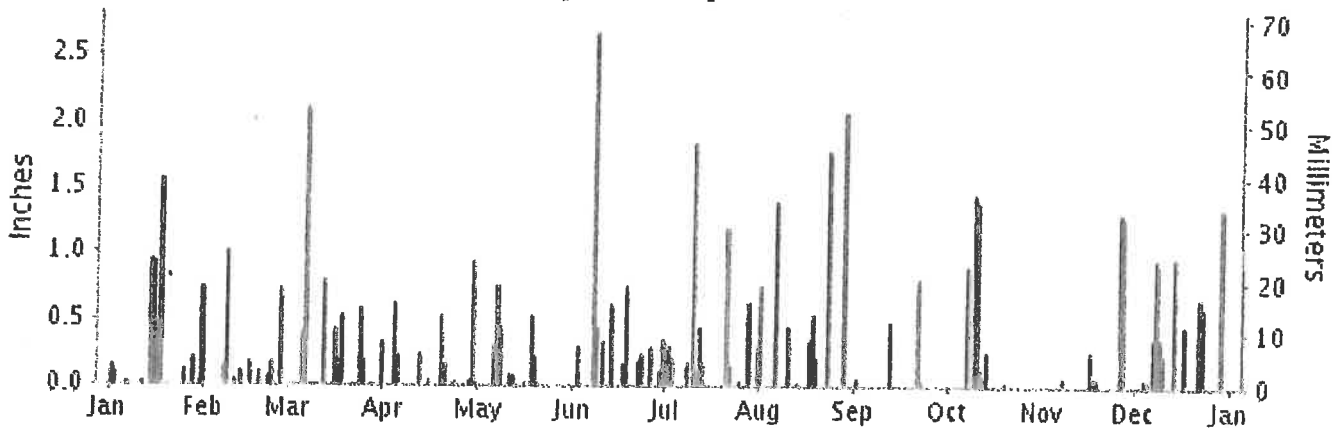
**RICHMOND,
VIRGINIA (KRIC)**

ISSN 0198-5361

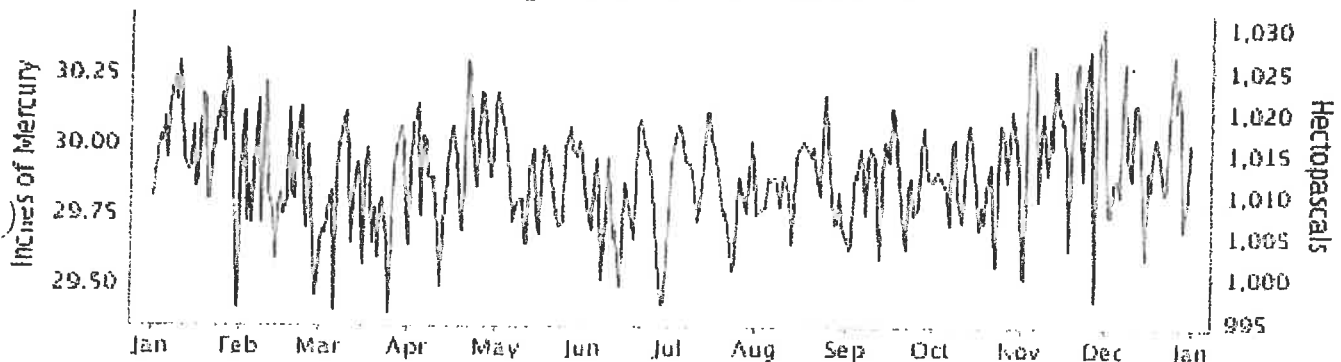
Daily Max/Min Temperature



Daily Precipitation



Daily Station Pressure



METEOROLOGICAL DATA FOR 2013

RICHMOND (KRIC)

 ATTITUDE:
7° 30'N

 LONGITUDE:
77° 19'W

 ELEVATION (FT):
GRND: 164 BARO: 167

 TIME ZONE:
EASTERN (UTC -5)

WBAN: 13740

	ELEMENT	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR
TEMPERATURE °F	MEAN DAILY MAXIMUM	50.4	49.6	53.6	71.4	77.5	86.3	88.9	84.6	81.6	72.2	59.2	53.6	69.1
	HIGHEST DAILY MAXIMUM	74	63	71	91	92	96	96	93	93	92	77	76	96
	DATE OF OCCURRENCE	29	15+	16	10	31	25	17+	09	12+	05	02	22	JUL 17+
	MEAN DAILY MINIMUM	32.2	30.6	33.2	48.3	55.9	67.1	72.1	67.1	59.9	53.1	38.1	34.1	49.3
	LOWEST DAILY MINIMUM	14	17	24	30	41	57	63	57	49	32	20	21	14
	DATE OF OCCURRENCE	23	18+	05	03	14+	05	26	26	18	26	25	26	JAN 23
	AVERAGE DRY BULB	41.3	40.1	43.4	59.8	66.7	76.7	80.5	75.9	70.8	62.6	48.7	43.8	59.2
	MEAN WET BULB	37.6	35.3	37.2	51.7	59.7	69.5	73.5	69.5	63.1	56.6	40.9	39.7	52.9
	MEAN DEW POINT	31.0	26.5	27.3	43.8	54.2	65.9	70.5	66.2	58.5	51.9	31.1	33.5	46.7
	NUMBER OF DAYS WITH:													
	MAXIMUM $\geq 90^\circ$	0	0	0	1	4	10	16	7	6	2	0	0	46
	MAXIMUM $\leq 32^\circ$	2	0	0	0	0	0	0	0	0	0	0	0	2
	MINIMUM $\leq 32^\circ$	15	18	12	3	0	0	0	0	0	1	10	18	77
	MINIMUM $\leq 0^\circ$	0	0	0	0	0	0	0	0	0	0	0	0	0
H/C	HEATING DEGREE DAYS	724	690	664	213	85	0	0	0	13	137	490	651	3667
	COOLING DEGREE DAYS	1	0	0	65	147	358	490	344	194	71	8	4	1682
RH	MEAN (PERCENT)	70	62	58	60	68	73	76	75	69	72	57	70	68
	HOUR 01 LST	78	69	66	74	83	86	87	87	83	82	66	77	78
	HOUR 07 LST	83	73	67	66	73	75	80	79	76	79	67	80	75
	HOUR 13 LST	55	50	47	40	51	56	59	59	48	54	42	56	51
	HOUR 19 LST	69	61	58	60	67	74	76	78	75	77	58	72	69
W/O	NUMBER OF DAYS WITH:													
	HEAVY FOG (VISBY $\leq 1/4$ MI)	4	2	2	0	3	0	0	1	0	1	0	0	13
	THUNDERSTORMS	0	0	2	2	4	10	9	6	2	0	0	0	35
	MEAN STATION PRESS. (IN.)	30.00	29.85	29.80	29.94	29.89	29.77	29.88	29.87	29.86	29.88	30.04	29.97	29.90
	MEAN SEA-LEVEL PRESS. (IN.)	30.20	30.04	29.99	30.13	30.09	29.96	30.07	30.06	30.05	30.08	30.24	30.16	30.09
WINDS	RESULTANT SPEED (MPH)	2.3	3.0	4.4	1.7	1.5	4.2	3.2	0.7	1.1	1.6	2.5	2.2	1.4
	RES. DIR. (TENS OF DEGS.)	23	29	31	18	20	21	20	23	01	34	31	24	26
	MEAN SPEED (MPH)	6.6	7.8	8.9	8.4	8.0	7.8	6.6	5.7	5.2	6.1	7.6	6.9	7.1
	PREVAIL. DIR. (TENS OF DEGS.)	19	30	30	19	20	21	20	19	01	01	36	19	19
	MAXIMUM 2-MINUTE WIND													
	SPEED (MPH)	41	33	36	31	37	39	29	26	33	26	32	31	41
	DIR. (TENS OF DEGS.)	23	31	34	19	30	30	29	01	24	25	35	20	23
	DATE OF OCCURRENCE	31	01	06	19	16	13	10	23	12	07	12	22	JAN 31
	MAXIMUM 3-SECOND WIND:													
	SPEED (MPH)	54	43	48	39	46	48	36	36	49	37	38	38	54
PRECIPITATION	DIR. (TENS OF DEGS.)	24	31	34	20	30	29	29	30	25	26	34	20	24
	DATE OF OCCURRENCE	31	01	06	19	16	13	10	01	12	07	24	22	JAN 31
	WATER EQUIVALENT:													
	TOTAL (IN.)	5.33	2.60	5.57	2.88	2.50	6.50	5.88	7.61	1.39	4.25	3.06	6.11	53.68
	GREATEST 24-HOUR (IN.)	1.56	1.16	2.50	0.99	1.00	2.67	1.96	2.07	0.85	2.74	2.48	1.35	2.74
	DATE OF OCCURRENCE	17	07-08	05-06	28-29	06-07	07	10-11	28	21-22	09-10	26-27	29	OCT 09-10
	NUMBER OF DAYS WITH:													
	PRECIPITATION 0.01	12	10	10	11	10	13	14	12	4	9	7	11	123
	PRECIPITATION 0.10	9	7	9	6	5	12	12	8	2	5	3	9	87
	PRECIPITATION 1.00	1	1	1	0	0	1	2	3	0	2	2	1	14
SNOWFALL	SNOW, ICE PELLETS, HAIL													
	TOTAL (IN.)	3.2	T	5.4	T	0.0	0.0	0.0	0.0	0.0	0.0	T	T	8.6
	GREATEST 24-HOUR (IN.)	1.6	T	3.8	T	0.0	0.0	0.0	0.0	0.0	0.0	T	T	3.8
	DATE OF OCCURRENCE	17	22+	24	04							27+	31+	MAR 24
	MAXIMUM SNOW DEPTH (IN.)	2	0	3	0	0	0	0	0	0	0	0	0	3
	DATE OF OCCURRENCE	18		25										MAR 25
	NUMBER OF DAYS WITH:													
	SNOWFALL ≥ 1.0	2	0	2	0	0	0	0	0	0	0	0	0	4

NORMALS, MEANS, AND EXTREMES RICHMOND (KRIC)

LATITUDE: 30° 30'N		LONGITUDE: 77° 19'W		ELEVATION (FT): GRND: 164 BARO: 167				TIME ZONE: EASTERN (UTC -5)				WBAN: 13740		
ELEMENT	POR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YEAR
NORMAL DAILY MAXIMUM	30	47.4	51.3	60.0	70.3	77.9	86.1	89.7	87.6	81.2	71.0	61.4	50.7	69.6
MEAN DAILY MAXIMUM	93	47.4	50.5	59.1	69.6	77.7	85.1	88.5	86.8	81.0	70.6	60.5	50.3	68.9
HIGHEST DAILY MAXIMUM	84	81	83	93	96	100	104	105	104	103	99	86	81	105
YEAR OF OCCURRENCE		2002	1932	1938	1990	1941	1952	2010	2007	1954	1941	1993	1998	JUL 2010
MEAN OF EXTREME MAXS.	93	69.5	71.2	80.3	88.1	91.1	96.1	97.7	96.1	93.1	85.6	77.6	70.2	84.7
NORMAL DAILY MINIMUM	30	28.3	30.5	37.1	46.1	55.0	64.5	68.9	67.4	60.1	48.3	39.4	31.4	48.1
MEAN DAILY MINIMUM	93	28.5	29.9	36.9	45.6	55.0	63.7	68.3	66.9	60.3	48.1	38.7	31.0	47.7
LOWEST DAILY MINIMUM	84	-12	-10	10	23	31	40	51	46	35	21	10	-1	-12
YEAR OF OCCURRENCE		1940	1936	2009	1985	1956	1967	1965	1934	1974	1962	1933	1942	JAN 1940
MEAN OF EXTREME MINS.	93	10.5	14.6	21.6	31.0	41.1	51.4	58.3	56.3	45.9	32.6	23.2	15.1	33.5
NORMAL DRY BULB	30	37.9	40.9	48.6	58.2	66.4	75.3	79.3	77.5	70.6	59.7	50.4	41.0	58.8
MEAN DRY BULB	93	38.0	40.2	48.0	57.6	66.3	74.5	78.4	76.9	70.6	59.4	49.6	40.7	58.4
MEAN WET BULB	30	32.0	33.4	40.0	48.9	58.2	66.2	70.4	69.3	63.1	52.7	43.1	35.4	51.1
MEAN DEW POINT	30	29.1	30.5	36.8	45.8	55.9	64.6	69.1	68.0	61.6	50.7	40.5	32.3	48.7
NORMAL NO. DAYS WITH: MAXIMUM >= 90	30	0.0	0.0	0.0	0.7	2.0	9.2	15.9	10.8	3.2	0.3	0.0	0.0	42.1
MAXIMUM <= 32	30	2.6	0.6	0.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	1.1	4.5
MINIMUM <= 32	30	20.5	17.1	9.4	1.3	0.0	0.0	0.0	0.0	0.0	0.5	7.1	17.8	73.7
MINIMUM <= 0	30	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
NORMAL HEATING DEG. DAYS	30	842	675	516	240	74	7	0	1	28	204	443	743	3773
NORMAL COOLING DEG. DAYS	30	0	0	6	36	119	315	443	388	197	39	5	1	1549
NORMAL (PERCENT)	30	69	66	63	62	70	72	74	76	76	74	70	69	70
HOURLY 01 LST	30	75	73	72	73	83	86	88	90	89	87	80	76	81
HOURLY 07 LST	30	80	79	78	76	81	83	85	89	90	89	84	81	83
HOURLY 13 LST	30	57	53	50	46	53	54	56	57	57	53	52	56	54
HOURLY 19 LST	30	67	62	57	54	63	66	68	72	75	76	69	68	66
PERCENT POSSIBLE SUNSHINE	46	54	58	62	66	65	69	68	66	65	63	59	54	62
MEAN NO. DAYS WITH: HEAVY FOG (VISBY <														

PRECIPITATION (inches) 2013 RICHMOND (KRIC)

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL
1984	3.98	3.97	8.65	5.92	4.52	2.01	3.55	4.58	1.86	2.14	3.34	1.52	46.04
1985	3.54	3.20	1.80	0.65	2.36	4.01	5.31	10.58	4.97	5.09	6.99	0.58	49.08
1986	2.69	2.67	1.16	1.16	3.15	1.30	7.01	6.75	0.63	2.43	2.46	5.15	36.56
1987	5.53	2.57	1.65	7.31	2.94	6.29	1.20	1.11	4.43	1.25	3.13	2.86	40.27
1988	2.53	3.08	1.98	2.55	4.81	2.25	7.50	2.95	1.74	2.74	4.34	0.79	37.26
1989	1.88	4.34	5.00	4.27	5.02	5.85	4.00	4.89	5.33	3.54	3.00	2.62	49.74
1990	2.84	2.38	2.54	2.81	6.85	0.97	6.74	5.76	1.92	3.90	1.70	3.52	41.93
1991	3.62	1.09	5.87	0.87	0.91	6.24	3.47	3.32	2.69	2.50	0.67	4.53	35.78
1992	1.57	2.89	5.87	2.21	4.95	2.28	5.68	6.40	2.35	1.94	2.62	2.79	41.55
1993	4.48	2.88	7.24	3.23	4.66	1.75	1.91	3.89	2.97	2.23	3.24	3.77	42.25
1994	3.10	4.38	7.92	2.70	2.49	1.73	7.46	2.54	3.99	2.56	3.99	0.95	43.81
1995	3.15	1.14	3.00	1.98	4.33	1.85	2.89	2.59	3.82	5.11	2.87	1.71	34.44
1996	4.65	2.97	2.71	2.88	3.18	4.35	6.51	4.40	6.87	7.18	3.52	4.91	54.13
1997	1.93	3.71	2.96	3.94	1.36	2.21	4.85	1.41	0.82	3.25	5.33	2.36	34.13
1998	6.85	5.76	6.72	4.32	3.72	4.41	2.37	1.89	3.94	0.47	1.30	5.00	46.75
1999	4.70	1.47	4.04	2.60	2.75	6.29	2.77	2.00	16.60	2.25	1.01	1.72	48.20
2000	3.96	1.60	3.67	4.78	3.03	6.07	4.05	8.28	3.60	0.01	1.72	2.38	43.15
2001	2.06	2.55	3.77	2.14	2.03	6.53	2.73	5.08	2.14	0.65	0.17	1.67	31.52
2002	3.58	0.82	4.48	2.33	3.49	1.56	1.63	3.18	2.88	6.09	4.28	3.45	37.77
2003	2.18	4.21	5.92	4.38	8.59	3.87	9.26	4.66	10.12	2.43	3.39	4.28	63.29
2004	1.55	1.87	2.22	3.42	3.06	9.93	6.42	16.30	6.14	1.95	3.27	2.37	58.50
2005	3.42	1.39	3.99	2.05	4.22	1.19	9.28	2.56	0.08	3.74	3.81	5.81	41.54
2006	2.89	1.47	0.20	2.18	3.24	7.85	4.57	5.99	9.52	6.12	6.67	1.42	52.12
2007	3.46	2.06	2.66	3.62	3.69	5.22	1.69	6.81	1.11	3.54	0.80	3.24	37.90
2008	0.96	3.41	3.50	8.32	5.10	3.64	4.05	5.73	5.94	1.32	3.51	4.07	49.55
2009	1.49	0.74	4.26	2.56	3.71	4.32	3.39	4.04	2.46	3.59	9.60	8.16	48.32
2010	3.60	2.82	6.17	1.59	2.62	0.82	1.19	3.92	6.49	2.14	1.27	3.26	35.89
2011	2.48	2.09	4.28	2.63	4.35	3.03	3.63	7.10	8.95	2.79	4.18	2.03	47.54
2012	1.73	3.22	2.51	2.40	2.45	4.27	5.29	3.50	4.08	4.00	0.27	2.83	36.55
2013	5.33	2.60	5.57	2.88	2.50	6.50	5.88	7.61	1.39	4.25	3.06	6.11	53.68
93 YRS	3.28	2.86	3.70	3.13	3.64	3.81	5.01	4.90	3.70	3.12	2.96	3.20	43.31

WBAN: 13740

AVERAGE TEMPERATURE (°F) 2013 RICHMOND (KRIC)

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL
1984	32.6	44.5	43.6	55.8	65.4	77.7	76.0	77.0	67.5	66.1	46.6	47.7	58.4
1985	32.6	40.2	49.7	62.0	68.0	74.3	79.0	77.5	70.8	62.6	56.6	37.8	59.3
1986	36.2	39.3	50.0	59.2	66.9	76.1	80.9	74.2	70.8	61.8	49.1	40.9	58.8
1987	34.7	37.0	47.1	54.3	67.3	75.8	81.3	78.5	72.3	52.9	51.3	43.0	58.0
1988	32.3	39.1	47.9	56.0	65.8	72.8	79.9	79.8	68.4	53.6	50.6	39.2	57.1
1989	42.3	39.6	47.9	55.8	64.1	76.1	77.7	75.3	70.8	60.2	49.3	31.3	57.5
1990	46.3	48.0	52.1	57.9	65.8	75.0	79.9	76.3	69.5	63.1	52.6	46.3	61.1
1991	40.2	44.0	50.8	60.2	72.1	75.3	80.7	78.6	71.6	59.9	49.6	44.3	60.6
1992	40.7	42.7	47.2	57.8	61.7	70.8	79.5	73.7	70.3	56.3	50.6	40.9	57.7
1993	41.4	37.8	45.9	55.9	67.7	75.0	82.5	78.5	72.5	58.6	50.9	39.0	58.8
1994	33.4	40.2	48.9	63.2	63.2	78.0	81.1	75.4	69.2	57.6	52.6	45.6	59.0
1995	40.7	38.7	50.2	58.1	65.8	74.1	80.8	78.9	69.1	61.1	44.2	35.6	58.1
1996	34.1	37.8	43.2	57.9	64.8	75.1	76.4	74.3	70.1	58.9	43.2	43.8	56.6
1997	37.7	43.7	49.6	53.6	62.9	71.4	77.8	75.8	70.3	58.9	46.5	39.9	57.3
1998	43.2	44.2	48.5	58.0	67.4	74.0	78.3	78.3	74.2	59.7	49.5	44.2	60.0
1999	42.0	42.2	45.2	57.7	65.5	72.3	79.6	77.9	68.5	57.2	52.9	42.4	58.6
2000	36.3	43.4	52.0	56.4	68.0	75.4	74.7	74.9	67.5	59.7	46.1	33.0	57.3
2001	37.1	42.3	45.2	58.2	65.2	75.0	74.9	78.2	67.8	59.1	54.6	46.0	58.6
2002	42.1	42.7	49.1	60.5	65.4	76.0	80.2	79.3	71.8	60.0	47.7	38.5	59.4
2003	33.7	36.7	49.6	56.9	63.5	72.7	77.8	78.3	70.0	58.1	53.9	39.6	57.6
2004	33.4	38.7	50.0	59.1	73.1	74.5	78.7	75.7	71.6	60.2	52.6	42.4	59.2
2005	40.1	42.1	45.2	58.5	63.4	76.2	81.7	80.6	75.6	61.9	53.1	38.6	59.8
2006	45.1	40.3	49.8	60.2	65.4	74.9	81.5	80.7	69.9	59.8	53.7	47.3	60.7
2007	43.5	35.5	51.7	57.1	67.5	75.8	78.7	80.4	72.6	66.9	49.5	44.0	60.3
2008	40.0	43.5	50.9	59.5	65.5	79.0	79.1	77.2	71.9	58.8	48.9	44.5	59.9
2009	35.3	42.2	46.8	58.9	68.2	75.5	77.0	79.9	70.0	59.0	53.0	39.4	58.8
2010	36.0	35.3	51.9	62.3	70.3	81.1	82.8	79.9	74.6	61.1	50.0	33.3	59.9
2011	34.4	44.8	48.7	61.8	69.1	78.1	82.0	79.0	72.6	59.4	53.5	46.3	60.8
2012	42.7	44.7	58.3	58.6	70.5	74.1	82.7	78.2	70.3	60.4	46.4	46.7	61.1
2013	41.3	40.1	43.4	59.8	66.7	76.7	80.5	75.9	70.8	62.6	48.7	43.8	59.2
93 YRS	39.8	40.8	46.8	58.8	66.8	75.8	78.8	77.8	71.8	61.8	51.8	39.8	59.8

HEATING DEGREE DAYS (base 65°F) 2013 RICHMOND (KRIC)

YEAR	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
1984-85	0	0	73	57	546	531	997	692	484	177	35	5	3597
1985-86	0	0	31	114	257	838	886	713	465	187	78	3	3572
1986-87	0	16	24	172	476	741	931	777	550	317	57	0	4061
1987-88	0	0	5	370	409	677	1008	746	527	279	79	32	4132
1988-89	0	0	27	361	425	794	696	709	546	293	108	0	3959
1989-90	0	3	38	181	468	1036	574	472	436	258	50	3	3519
1990-91	0	0	33	146	365	574	762	582	443	193	27	1	3126
1991-92	0	0	25	190	458	637	749	640	545	261	142	10	3657
1992-93	0	0	37	275	427	739	724	757	585	280	24	0	3848
1993-94	0	0	26	213	436	799	973	687	497	130	120	0	3881
1994-95	0	0	11	232	365	595	750	731	453	236	72	1	3446
1995-96	0	0	28	166	620	905	952	782	669	247	122	8	4499
1996-97	0	0	10	193	652	654	840	589	472	337	117	45	3909
1997-98	0	0	19	247	547	771	667	575	536	232	50	7	3651
1998-99	0	0	10	173	457	652	710	631	606	237	60	7	3543
1999-00	0	0	29	249	362	693	882	620	404	257	45	2	3543
2000-01	0	0	61	190	561	983	858	631	605	244	67	0	4200
2001-02	0	0	57	213	312	582	704	616	490	210	101	1	3286
2002-03	0	0	0	214	512	814	962	785	470	257	98	7	4119
2003-04	0	0	13	216	341	779	974	756	461	238	25	1	3804
2004-05	0	0	6	178	370	695	770	634	608	214	102	3	3580
2005-06	0	0	2	150	359	810	612	686	481	173	84	3	3360
2006-07	0	0	16	197	339	543	662	821	421	264	64	0	3327
2007-08	0	0	12	80	458	643	767	620	430	193	63	0	3266
2008-09	0	0	9	218	476	631	913	633	567	226	56	0	3729
2009-10	0	0	5	204	351	787	889	828	399	143	48	0	3654
2010-11	0	0	1	158	442	976	942	559	500	170	35	0	3783
2011-12	0	0	17	197	340	573	685	578	233	222	10	5	2860
2012-13	0	0	11	191	553	559	724	690	664	213	85	0	3690
2013-14	0	0	13	137	490	651							

WBAN : 13740

COOLING DEGREE DAYS (base 65°F) 2013 RICHMOND (KRIC)

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1984	0	0	0	10	114	392	346	381	154	100	0	2	1499
1985	0	4	20	94	139	290	441	392	213	51	10	0	1654
1986	0	0	8	19	142	344	498	308	205	79	6	0	1609
1987	0	0	0	2	136	329	513	427	227	0	3	0	1637
1988	0	0	3	16	108	269	466	465	137	12	0	0	1476
1989	0	3	24	27	88	341	403	331	218	42	4	0	1481
1990	0	1	43	51	81	312	470	356	177	96	0	2	1589
1991	0	0	10	53	254	316	494	428	227	40	3	0	1825
1992	0	0	0	51	48	192	457	275	202	12	3	0	1240
1993	0	0	0	14	112	307	547	426	261	20	18	0	1705
1994	0	0	5	80	70	396	507	332	142	9	2	2	1545
1995	1	0	0	35	105	281	495	437	157	52	3	0	1566
1996	0	0	0	40	123	315	360	293	173	12	0	0	1316
1997	0	0	4	2	59	244	406	341	182	65	0	0	1303
1998	2	0	32	26	131	282	420	418	292	15	0	12	1630
1999	1	0	0	24	82	231	460	409	140	13	2	0	1362
2000	0	0	5	6	143	320	305	313	141	33	0	0	1266
2001	0	0	0	45	79	307	314	414	149	38	7	0	1353
2002	3	0	6	83	122	340	478	451	213	67	1	0	1764
2003	0	0	0	20	56	246	406	418	172	9	15	0	1342
2004	0	0	3	66	284	293	433	336	210	36	5	0	1666
2005	3	0	0	26	55	346	521	492	328	60	7	0	1838
2006	0	0	17	34	103	308	519	492	171	41	7	3	1695
2007	0	0	16	36	148	332	431	488	247	146	0	0	1844
2008	0	6	1	34	84	425	443	386	224	33	1	1	1638
2009	0	0	8	48	160	322	378	470	160	23	0	0	1569
2010	0	0	0	66	218	490	559	470	295	47	0	0	2145
2011	0	1	1	81	169	398	531	439	250	28	2	0	1900
2012	0	0	33	35	185	285	555	416	180	55	0	0	1744
2013	1	0	0	65	147	358	490	344	194	71	8	4	1682

SNOWFALL (inches) 2013 RICHMOND (KRIC)

YEAR	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
184-85	0.0	0.0	0.0	0.0	0.0	T	8.3	T	T	0.0	0.0	0.0	8.3
185-86	0.0	0.0	0.0	0.0	0.0	1.3	3.3	4.4	T	T	0.0	0.0	9.0
186-87	0.0	0.0	0.0	0.0	0.0	0.0	15.8	5.3	0.7	T	0.0	0.0	21.8
187-88	0.0	0.0	0.0	0.0	4.5	T	8.1	T	T	T	0.0	0.0	12.6
188-89	0.0	0.0	0.0	0.0	0.0	1.8	T	13.6	T	T	T	0.0	15.4
189-90	0.0	0.0	0.0	0.0	1.1	9.9	0.0	T	T	0.2	0.0	0.0	11.2
190-91	0.0	0.0	0.0	0.0	0.0	T	T	1.9	T	0.0	0.0	0.0	1.9
191-92	0.0	0.0	0.0	0.0	0.1	T	0.0	0.8	T	T	0.0	0.0	0.9
192-93	0.0	0.0	0.0	0.0	0.0	0.0	0.5	5.3	3.5	T	0.0	0.0	9.3
193-94	0.0	0.0	0.0	0.0	0.0	5.1	2.2	1.7	0.7	0.0	T	0.0	9.7
194-95	0.0	0.0	0.0	0.0	0.0	T	3.1	T	0.8	0.0	0.0	0.0	3.9
195-96	0.0	0.0	0.0	0.0	T	T	12.3						
196-97					T	1.0	0.7	1.0	T	T	0.0	0.0	
197-98	0.0	0.0	0.0	0.0									
198-99													
199-00							15.2	0.2					
200-01							0.3	2.5	0.5	0.0	0.0	0.0	
201-02	0.0	0.0	0.0	0.0	0.0	0.0	8.7	T	T	0.0	0.0	0.0	8.7
202-03	0.0	0.0	0.0	0.0	0.0	5.0	5.9	6.0	0.1	0.0	0.0	0.0	17.0
203-04	T	0.0	0.0	0.0	0.0	T	4.9	1.4	0.0	0.0	0.0	0.0	6.3
204-05	0.0	0.0	0.0	0.0	0.0	1.3	2.1	2.0	0.3	0.0	0.0	0.0	5.7
205-06	0.0	0.0	0.0	0.0	T	4.4	T	3.2	0.9	T	0.0	0.0	8.5
206-07	0.0	0.0	0.0	0.0	0.0	0.0	T	0.3	0.0	1.0	T	0.0	1.3
207-08	0.0	0.0	0.0	0.0	0.0	T	0.8	T	T	0.0	0.0	0.0	0.8
208-09	0.0	0.0	T	0.0	T	T	T	0.3	6.3	0.0	0.0	0.0	6.6
209-10	0.0	0.0	0.0	0.0	0.0	7.4	10.4	9.8	0.4	0.0	0.0	0.0	28.0
210-11	0.0	0.0	0.0	0.0	0.0	8.0	2.7	0.1	T	0.0	0.0	0.0	10.8
211-12	0.0	0.0	0.0	0.0	0.0	0.0	T	4.0	0.5	0.0	0.0	T	4.5
212-13	0.0	0.0	0.0	0.0	0.0	0.0	3.2	T	5.4	T	0.0	0.0	8.6
13-	0.0	0.0	0.0	0.0	T	T							
OR=													
89 YRS	T	0.0	T	0.0	0.4	2.1	4.4	3.5	1.9	0.1	T	T	12.4

WBAN : 13740

REFERENCE NOTES :

PAGE 1:
THE TEMPERATURE GRAPH SHOWS NORMAL MAXIMUM AND NORMAL MINIMUM DAILY TEMPERATURES (SOLID CURVES) AND THE ACTUAL DAILY HIGH AND LOW TEMPERATURES (VERTICAL BARS).

PAGE 2 AND 3:

H/C INDICATES HEATING AND COOLING DEGREE DAYS.

RH INDICATES RELATIVE HUMIDITY

W/O INDICATES WEATHER AND OBSTRUCTIONS

S INDICATES SUNSHINE.

PR INDICATES PRESSURE.

CLOUDINESS ON PAGE 3 IS THE SUM OF THE CEILOMETER AND SATELLITE DATA NOT TO EXCEED EIGHT EIGHTHS (OKTAS).

GENERAL:

T INDICATES TRACE PRECIPITATION, AN AMOUNT GREATER THAN ZERO BUT LESS THAN THE LOWEST REPORTABLE VALUE.

+ INDICATES THE VALUE ALSO OCCURS ON EARLIER DATES.

BLANK ENTRIES DENOTE MISSING OR UNREPORTED DATA.

ASOS INDICATES AUTOMATED SURFACE OBSERVING SYSTEM.

PM INDICATES THE LAST DAY OF THE PREVIOUS MONTH.

POR (PERIOD OF RECORD) BEGINS WITH THE JANUARY DATA MONTH AND IS THE NUMBER OF YEARS USED TO COMPUTE THE MEAN. INDIVIDUAL MONTHS WITHIN THE POR MAY BE MISSING.

WHEN THE POR FOR A NORMAL IS LESS THAN 30 YEARS,

THE NORMAL IS PROVISIONAL AND IS BASED ON THE NUMBER OF YEARS INDICATED.

0.* OR * INDICATES THE VALUE OR MEAN-DAYS-WITH IS BETWEEN 0.00 AND 0.05.

CLOUDINESS FOR ASOS STATIONS DIFFERS FROM THE NON-ASOS OBSERVATION TAKEN BY A HUMAN OBSERVER. ASOS STATION

CLOUDINESS IS BASED ON TIME-AVERAGED CEILOMETER DATA OR CLOUDS AT OR BELOW 12,000 FEET

CLEAR INDICATES 0 - 2 OKTAS. PARTLY CLOUDY INDICATES

3 - 6 OKTAS. AND CLOUDY INDICATES 7 OR 8 OKTAS.

GENERAL CONTINUED:

WIND DIRECTION IS RECORDED IN TENS OF DEGREES (2 DIGITS)

CLOCKWISE FROM TRUE NORTH. "00" INDICATES CALM. "36"

INDICATES TRUE NORTH.

RESULTANT WIND IS THE VECTOR AVERAGE OF THE SPEED AND DIRECTION.

AVERAGE TEMPERATURE IS THE SUM OF THE MEAN DAILY MAXIMUM AND MINIMUM TEMPERATURE DIVIDED BY 2

PRECIPITATION, INCLUDING HAIL.

A HEATING (COOLING) DEGREE DAY IS THE DIFFERENCE BETWEEN THE AVERAGE DAILY TEMPERATURE AND 65 F.

DRY BULB IS THE TEMPERATURE OF THE AMBIENT AIR.

DEW POINT IS THE TEMPERATURE TO WHICH THE AIR MUST BE

COOLED TO ACHIEVE 100 PERCENT RELATIVE HUMIDITY.

WET BULB IS THE TEMPERATURE THE AIR WOULD HAVE IF THE MOISTURE CONTENT WAS INCREASED TO 100 PERCENT RELATIVE HUMIDITY.

ON JULY 1, 1996, THE NATIONAL WEATHER SERVICE BEGAN USING THE "METAR" OBSERVATION CODE THAT WAS ALREADY EMPLOYED BY MOST OTHER NATIONS OF THE WORLD. THE MOST NOTICEABLE DIFFERENCE IN THIS ANNUAL PUBLICATION WILL BE THE CHANGE IN UNITS FROM TENTHS TO EIGHTHS (OKTAS) FOR REPORTING THE AMOUNT OF SKY COVER.

STATION HISTORY STOPPED WITH THE 2009 ANNUAL. IF YOU NEED STATION HISTORY INFORMATION GO TO "Historical Observing Metadata Repository". URL IS:

<http://www.ncdc.noaa.gov/homr/>

SNOWFALL STOPPED MONTH & YEAR INDICATED ABOVE. NO FURTHER YEARS INCLUDED UNLESS RESTARTED.

NOTE:

The "Period of Record (POR)" for all "averages" is based on "Summary of the Day First Order Station" and "Cooperative Summary of the Day" archives.

2013 RICHMOND VIRGINIA (KRIC)

Richmond is located in east-central Virginia at the head of navigation on the James River and along a line separating the Coastal Plains (Tidewater Virginia) from the Piedmont. The Blue Ridge Mountains lie about 90 miles to the west and the Chesapeake Bay 60 miles to the east. Elevations range from a few feet above sea level along the river to a little over 300 feet in parts of the western section of the city.

The climate might be classified as modified continental. Summers are warm and humid and winters generally mild. The mountains to the west act as a partial barrier to outbreaks of cold, continental air in winter. The cold winter air is delayed long enough to be modified, then further warmed as it subsides in its approach to Richmond. The open waters of the Chesapeake Bay and Atlantic Ocean contribute to the humid summers and mild winters. The coldest weather normally occurs in late December and January, when low temperatures usually average in the upper 20s, and the high temperatures in the upper 40s. Temperatures seldom lower to zero, but there have been several occurrences of below zero temperatures.) summertime high temperatures above 100 degrees are not uncommon, but do not occur every year.

Precipitation is rather uniformly distributed throughout the year. However, dry periods lasting several weeks do occur, especially in autumn when long periods of pleasant, mild weather are most common. There is considerable variability in total monthly amounts from year to year. Snow usually remains on the ground only one or two days at a time. Ice storms (freezing rain or glaze) are not uncommon, but they are seldom severe enough to do any considerable damage. A notable exception was the spectacular glaze storm of January 27-28, 1943, when nearly 1 inch of ice accumulation caused heavy damage to trees and overhead transmission lines.

The James River reaches tidewater at Richmond where flooding may occur in every month of the year, most frequently in March and least in July. Hurricanes and tropical storms have been responsible for most of the flooding during the summer and early fall months. Hurricanes passing near Richmond have produced record rainfalls. In 1955, three hurricanes brought record rainfall to Richmond within a six-week period. The most noteworthy of these were Hurricanes Connie and Diane that brought heavy rains five days apart.

Damaging storms occur mainly from snow and freezing rain in winter and from hurricanes, tornadoes, and severe thunderstorms in other seasons. Damage may be from wind, flooding, or rain, or from any combination of these. Tornadoes are infrequent but some notable occurrences have been observed within the Richmond area.

Based on the 1951-1980 period, the average first occurrence of 32 degrees Fahrenheit in the fall is October 26 and the average last occurrence in the spring is April 10.

Station History

RICHMOND, VA

NAME	Begin Date	End Date	Latitude	Longitude	Elevation Feet	Relocation	Platform
STNU	1940-01-01	1942-09-24	37° 30'	-77° 15'			AIRWAYS
RICHMOND R E BYRD INTL AP	1995-09-14	1995-10-01	37° 30'	-77° 19'	164		COOP
RICHMOND BYRD FIELD	1946-04-01	1948-01-01	37° 30'	-77° 19'			AIRWAYS
RICHMOND R E BYRD INTL AP	1981-12-31	1992-12-10	37° 30'	-77° 15'	164		COOP
BYRD	1928-08-01	1928-11-30	37° 30'	-77° 15'			AIRWAYS
BYRD	1935-03-01	1935-05-30	37° 30'	-77° 15'			AIRWAYS
BYRD	1937-01-01	1939-03-31	37° 30'	-77° 15'			AIRWAYS
RICHMOND R E BYRD INTL AP	1992-12-10	1995-09-14	37° 31'	-77° 15'	164		COOP
RICHMOND BYRD FIELD	1950-01-01	1971-01-01	37° 30'	-77° 15'	180		AIRWAYS, COOP
RICHMOND BYRD FIELD	1971-01-01	1971-02-18	37° 30'	-77° 15'	164		AIRWAYS, COOP
RICHMOND R E BYRD INTL AP	1971-02-18	1973-01-01	37° 30'	-77° 15'	164		AIRWAYS, COOP
RICHMOND BYRD FIELD	1948-01-01	1950-01-01	37° 30'	-77° 15'	167		AIRWAYS, COOP
BYRD	1930-02-01	1930-12-31	37° 30'	-77° 15'			AIRWAYS
RICHMOND BYRD FIELD	1942-09-24	1942-12-31	37° 30'	-77° 15'			AIRWAYS
RICHMOND R E BYRD INTL AP	1973-01-01	1981-12-31	37° 30'	-77° 15'	164		COOP, hXSVC
RICHMOND INTL AP	1995-10-01	2005-03-14	37° 30'	-77° 15'	164		ASOS, COOP
RICHMOND INTL AP	2005-03-14	Present	37° 30'	-77° 15'	164		ASOS, COOP

Element History

Element	Begin Date	End Date	Frequency	Time Of Observation	Equipment ²	Equipment ⁴ Modifications	Equipment Exposure
TEMP	1952-06-01	1991-01-01	DAILY	2400			
PRECIP	1995-09-14	2005-03-14	DAILY	2400			
PRECIP	2011-10-13	Present	HOURLY	2400	ATMB	RCRD; NTU	
TEMP	1946-04-01	1952-06-01	DAILY	2400			
PRECIP	1952-06-01	1991-01-01	DAILY	2400	UNIV	RCRD	
PRECIP	1946-04-01	1952-06-01	DAILY	2400	UNIV	RCRD	
PRECIP	1991-01-01	1995-07-01	HOURLY	2400			
PRECIP	1991-01-01	1995-07-01	DAILY	2400	UNIV	RCRD	
TEMP	2005-03-14	2011-10-13	DAILY	2400	HYGR		
TEMP	2011-10-13	Present	DAILY	2400	FCPHX		
TEMP	1928-08-01	1942-12-31	DAILY	2400	UNIV	RCRD	
TEMP	1952-06-01	1991-01-01	HOURLY	2400			
TEMP	1995-07-01	1995-09-14	DAILY	2400	HYGR	RCRD	
PRECIP	1995-09-14	2005-03-14	HOURLY	2400	TS		
TEMP	1991-01-01	1995-07-01	DAILY	2400	HYGR		
PRECIP	1995-07-01	1995-09-14	HOURLY	2400	UNIV	RCRD	
PRECIP	2005-03-14	2011-10-13	HOURLY	2400	TS	RCRD	
PRECIP	1995-07-01	1995-09-14	DAILY	2400	UNIV	RCRD	
TEMP	1995-09-14	2005-03-14	DAILY	2400	HYGR		
PRECIP	2005-03-14	2011-10-13	DAILY	2400	FCPH1		
TEMP	1928-08-01	1942-12-31	DAILY	2400			
TEMP	2011-10-13	Present	DAILY	2400	ATMB		

* For explanation of codes and abbreviations see Station Metadata link below.

Other Station Information can be found at:

ASOS Implementation by NWS: <http://www.nws.noaa.gov/ops2/Surface/asosimplementation.htm>

Station Metadata website: <http://www.ncdc.noaa.gov/home>

INQUIRES/COMMENTS CALL: (828) 271-4800, option 2

Fax Number : (828) 271-4976

TDD : (828) 271-4010

Email : ncdc.orders@noaa.gov

NOAA/National Climatic Data Center

Attn: User Engagement & Services Branch

151 Patton Avenue

Asheville, NC 28801-5001

INTRODUCTION TO REM/RATE SOFTWARE PROGRAM

INTRODUCTION TO REM/RATE™ SOFTWARE PROGRAM

1. REM/Rate™ Software Design Objective

REM/Rate – Residential Energy Analysis and Rating Software Program is a sophisticated, residential energy analysis, code compliance and rating software program. REM/Rate calculates heating, cooling, hot water, lighting, and appliance energy loads, consumption and costs for new and existing single and multi-family homes.

REM/Rate operates in Windows and has many unique features, including a simplified input procedure, extensive component libraries, automated energy efficient improvement analysis, duct conduction and leakage analysis, latent and sensible cooling analysis, lighting and appliance audit, and active and passive solar analysis.

A home energy rating is calculated based on the proposed Department of Energy (DOE) Home Energy Rating System (HERS) guidelines (10 CFR 437) as modified by the RESNET/NASEO (Residential Energy Service Network/National Association of State Energy Officials) HERS Technical Committee. REM/Rate also creates value added information including energy appraisal addendum, energy code compliance (Model Energy Code (MEC) and American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)), improvement analysis (existing homes), design optimization (new homes), heating and cooling equipment sizing and U.S. Environmental Protection Agency (EPA) Energy Star Home analysis.

2. Use of REM/Rate In Utility Allowance Development

REM/Rate utilizes an Engineering approach to calculate the consumption allowance for various types of new and existing homes. The REM/Rate software program is recognized and approved by EPA, DOE and HUD.

The Nelrod Company is accredited and licensed by HERS/RESNET and a certified and licensed REM/Rate provider and user. We have successfully conducted energy home rating and energy audits using this software for over 31,550 reports. The information from our past experience and these reports is used to develop models for the most common building types and bedroom sizes, which in turn are utilized in developing average monthly utility allowances.

3. Basic Procedures

The data needed for this program is collected either from the building/site plans provided and/or from a site visit. Building type models are developed for the most common building types (Single-Family Detached House, Semi-Detached/Duplex, Row/Townhouse, Multi-Family Walk-Up, and Manufactured Homes) and bedroom sizes. The program calculates heating, cooling, hot water, lighting and appliances energy load, consumption and

cost based on home's design and construction features as well as climate and energy cost data.

The calculations are conducted following the Residential Energy Services Network (RESNET) Home Energy Rating System (HERS) technical guidelines, developed in cooperation with, US DOE, US Department of Veterans Affairs (USVA), HUD, and the National Association of State Energy Officials (NASEO) as the rating system used to determine energy usage in new and existing construction. The guidelines were established as the only national standard for determining energy savings based on construction types and local (community-wide) geographical locations. It estimates the annual energy quantity a home will require and the cost of that energy based on local utility rates. The guidelines make assumptions about the size and lifestyle of the family who will occupy the home. These assumptions are based on nationally accepted standards developed by the US DOE, American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) and US EPA. Such assumptions include occupancy rates of 2 persons for the first bedroom and one additional person for each additional bedroom; thermostat setting of 68° Fahrenheit for heating and 78° Fahrenheit for cooling, which is the recommended setting for an energy conserving household. To determine water heater energy usage, tap water temperatures are adjusted for local geographical locations and 120° thermostat settings are used, which is considered energy conservative. In addition, architectural components are considered such as square footages, number of stories, insulation R-values, wall materials, mechanical equipment types and efficiencies.

The REM/Rate software utilizes default standards based on national trends. (See details following this introduction.) If there are no local surveys available regarding residential lifestyles, a residential rental market study can be conducted to gather data on the most common household amenities, such as, dishwashers, clothes washers and dryers, microwaves, and size of refrigerators.

Additionally, the Agency can provide architectural characteristics concerning common foundation types, exterior siding, and other structure features for their area. This information will be used to further adjust the building type models.

4. Input Values and Determination

REM/Rate provides two levels of inputs: simplified and detailed. Simplified inputs use general design characteristics and built-in algorithms to determine the results. We use detailed inputs which provide the user greater control over calculational values and development of common building type models.

The various input parameters are as follows:

- Location – List of US and Canadian locations;

- Energy costs – create or modify various utility rates based on the existing market;
- Building Component data – Foundation type, Opaque wall constructional details, window/skylights conduction and solar gain values, type of ceilings and doors, heating equipment, cooling equipment, water heating equipment, various types of lights and appliances used.

These values are determined either from verified conditions/site visits or from the building plans. A Certified IECC (International Energy Conservation Code) Inspector/HERS/RESNET (Home Energy Rating Systems/Residential Energy Services Network) Rater inputs characteristics from building plans and/or from documentation gathered from an on-site inspection of the physical, structural and mechanical details. We use the criteria from our past experience to develop models for common building types and bedroom sizes.

Climate data is available for cities and towns throughout North America. This data is updated periodically with new versions of the REM/Rate software program.

Extensive utility libraries can be created and maintained for specific utility company rates and charges and are available to apply to consumption data to determine local utility allowances.

5. Output Values, Interpretation and Use for Utility Allowances

Fifty-six preformatted reports are available for viewing on screen or printing. Reports include energy use, energy cost, design loads, rating, quick report, improvement analysis, code compliance, and economic analysis of energy upgrades.

Reports are generated from the building type models in the REM/Rate software program and analyzed for consumption usage totals by energy end-use categories. (Fuel Summary and Lights & Appliance Summary.)

REM/RATE SOFTWARE DEFAULT AUDIT

REM/Rate Software Default Audit

Lighting and Appliance Algorithms

REM/Rate Software uses the energy consumption of basic home appliances for the Default Loads. The appliances for the **Default Loads** are:

Lighting (permanent and non-permanent)

Plug Loads

Refrigerator/Freezer

Clothes Washer

Clothes Dryer

Oven/Range

The consumption in MMBtu is dependent on what the days of the heating and cooling seasons are.

Number of Occupants = Number of Bedrooms

Lighting (Watt h / Day) = $[HR_c + (Area/HR_{area}) + (HR_{occ} \times Occupants)] \times \text{Watts} / \text{Fixture}$

Where:

HR_c	constant number of fixture (or bulb) hours
HR_{area}	number of square feet per fixture (or bulb) hours
HR_{occ}	number of fixture (or bulb) hours per occupant
Area	conditioned area
Occupants	number of occupants in the structure

Permanently Installed Lighting:

	Heating Season	Cooling Season
HR_c	8	7
HR_{area}	500	800
HR_{occ}	2	1
Watts/Fixture Incandescent	100	100
Watts/Fixture Fluorescent	30	30

Non-Permanently Installed Lighting:

	Heating Season	Cooling Season
HR_c	14	10
HR_{area}	350	600
HR_{occ}	2.5	1
Watts/Fixture Incandescent	70	70
Watts/Fixture Fluorescent	25	25

Appliance Load

Lighting: The lighting usage is described in terms of fixture-hours and bulb-hours, (e.g. three fixture hours would be present if one fixture is on for 3 hours, or 3 fixtures are on for one hour). The lighting usage can then be determined by multiplying the number of lamp hours by the wattage per lamp, which would be determined by the percentage of fluorescent lamps.

Three terms exist in the determination of the number of fixture hours: a constant, a ratio by area, and a ratio by number of occupants (e.g. bedrooms). HR_c fixture hours/day are assumed as a base load. Added to this is one fixture hour/day for every HR_{area} square foot of conditioned area, and HR_{occ} fixture hours/day for each occupant (four non-permanently installed lights, substitute bulb hours in place of fixture hours.)

100 watts/fixture is assumed for the average permanently installed incandescent fixture, and 30 watts/fixture for the average permanently installed fluorescent fixture. The actual wattage assumed is ratioed by the percentage of fluorescent fixtures. If no information is input, a ratio of 10% fluorescent fixtures is assumed.

70 watts/bulb is assumed for the average non-permanently installed incandescent bulb, and 25 watts/bulb for the average non-permanently installed fluorescent bulb. Again, the actual wattage is dependent upon the percentage of fluorescent bulbs, and a value of 10% is used if no information is input on non-permanently installed lighting.

Refrigerator: Vary refrigerators' consumption by year, type and size, based on the data provided by VEIC. The load due to year shall be interpolated, and the load due to size shall stay in the batch mode, (e.g. the program will pick which data to use by type and size, and then interpolate the data for the year).

Range/Oven:

Electric: 1.5 kwh/day (550 kwh/yr)
Gas: 12,000 Btu/day (4.4 MMBtu/yr)

Clothes Washer:

30 kwh/yr/person

Clothes Dryer:

Electric: 300 kwh/yr/person = 2 people for 1st bedroom + 1 for each additional = 3.5

persons x 25 kwh = 87.50 kwh

Gas 1.5 MMBtu/yr/person + 35 kwh (Electric)/yr/person

Plug Loads: 1.25 kwh/day + 1.75 kwh/day/person

Detailed Audit

REM/Rate also allows the user to enter the details of the Lights and Appliances by choosing the Perform Detailed Audit ratio button. By selecting this option, the user can enter the exact internal loads of the residential building.

The following table describes a detailed audit performed on the REM example building:

Name	Type	Location	Qty	Fuel	Rate	Use	Efficiency
Ceiling Fan	Miscellaneous	Conditioned Area	1	Electricity	220.0 kwh/ use	1.0 Uses/ Year	Standard
Dishwasher	Dishwasher	Conditioned Area	1	Electricity	290.0 kwh/ use	1.0 Uses/ Year	Standard
Clothes Dryer	Clothes Dryer	Conditioned Area	1	Electricity	880.0 kwh/ use	1.0 Uses/ Year	Standard
Lights	Light Fixture(s)	Conditioned Area	1	Electricity	940.0 kwh/ use	1.0 Uses/ Year	Standard
Microwave	Microwave	Conditioned Area	1	Electricity	190.0 kwh/ use	1.0 Uses/ Year	Standard
Plug Loads	Plug Load(s)	Conditioned Area	1	Electricity	500.0 kwh/ use	1.0 Uses/ Year	Standard
Range/Oven	Range/Oven	Conditioned Area	1	Electricity	450.0 kwh/ use	1.0 Uses/ Year	Standard
Refrigerator	Refrigerator	Conditioned Area	1	Electricity	1150.0 kwh/ use	1.0 Uses/ Year	Standard
Television	Miscellaneous	Conditioned Area	1	Electricity	720.0 kwh/ use	1.0 Uses/ Year	Standard
Washer	Clothes Washer	Conditioned Area	1	Electricity	100.0 kwh/ use	1.0 Uses/ Year	Standard
Washer	Clothes Washer	Conditioned Area	1	Water	5.0 gallons/ use	2.0 Uses/ week	Standard
Shower	Shower/Bath	Conditioned Area	1	Water	10.0 gallons/ use	3.0 Uses/ day	Standard

Internal Gains in (Rating) Load:

The internal gains will include all of the heat from the refrigerator, the oven/range, the clothes washer, and the plug loads. Heat from the dryer is assumed to be vented out of the conditioned space.

Domestic Hot Water (DHW)

The assumption currently used for DHW is 30 gallons + 10 gallons/occupant, and will not be changed with the presence or absence of dish or clothes washers. Reasons for this include: the 30 gallons + 10 gallons/occupant average includes the averaged use of dishwashers and clothes washers. People will use some water to wash dishes if they do not have a dishwasher, but it is not clear whether the amount of water they use could approach the amount used by a dishwasher. A clothes washer is assumed to exist, as 75 percent of all households contain a clothes washer. Therefore, no adjustment is needed.

REM/Rate Internal Gains Data

Daily internal gains (Btu/day) are assumed to be:

	Heating	Cooling
Lighting	2,100/occ	1,200/occ
Appliance	3,000/occ + 15,000	3,000/occ + 15,000
Occupant	4,800/occ	4,800/occ
Total (Btu/day)	9,900/occ + 15,000	9,900/occ + 15,000
(Btu/hr)	413/occ + 625	375/occ + 625

If the DHW type is Heat Pump, the internal gains are further adjusted:

	Heating	Cooling
Heat Pump DHW	7,000/occ	8,000/occ

The number of occupants is assumed to be equal to the number of bedrooms in the home.

The REM method assumes that the gains are constant over the day and thus half occur during the daytime, coincident with the solar gains, and half at night when no solar gains are present. The internal gains during these two time periods are treated separately when the heating and cooling loads are calculated.

**HUD REGULATIONS 24CFR 965.SUBPART E
RESIDENT ALLOWANCES FOR UTILITIES**

TITLE 24--HOUSING AND URBAN DEVELOPMENT

**CHAPTER IX OFFICE OF ASSISTANT SECRETARY FOR PUBLIC AND INDIAN
HOUSING, DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT**

PART 965: PHA-OWNED OR LEASED PROJECTS GENERAL PROVISIONS

Subpart E--Resident Allowances for Utilities

Source: 61 FR 7971, Feb. 29, 1996, unless otherwise noted.

Sec. 965.501 Applicability.

(a) This subpart E applies to public housing, including the Turnkey III Homeownership Opportunities program. This subpart E also applies to units assisted under sections 10(c) and 23 of the U. S. Housing Act of 1937 (42 U.S.C. 1437 et seq.) as in effect before amendment by the Housing and Community Development Act of 1974 (12 U.S.C. 1706e) and to which 24 CFR part 900 is not applicable. This subpart E does not apply to Indian housing projects (see 24 CFR part 950).

(b) In rental units for which utilities are furnished by the PHA but there are no check-meters to measure the actual utilities consumption of the individual units, residents shall be subject to charges for consumption by resident-owned major appliances, or for optional functions of PHA-furnished equipment, in accordance with Sec. 965.502(e) and 965.506(b), but no utility allowance will be established.

Sec. 965.502 Establishment of utility allowances by PHAs.

(a) PHAs shall establish allowances for PHA-furnished utilities for all check-metered utilities and allowances for resident-purchased utilities for all utilities purchased directly by residents from the utilities suppliers.

(b) The PHA shall maintain a record that documents the basis on which allowances and scheduled surcharges, and revisions thereof, are established and revised. Such record shall be available for inspection by residents.

(c) The PHA shall give notice to all residents of proposed allowances, scheduled surcharges, and revisions thereof. Such notice shall be given, in the manner provided in the lease or homebuyer agreement, not less than 60 days before the proposed effective date of the allowances or scheduled surcharges or revisions; shall describe with reasonable particularity the basis for determination of the allowances, scheduled surcharges, or revisions, including a statement of the specific items of equipment and function whose utility consumption requirements were included in determining the amounts of the allowances or scheduled surcharges; shall notify residents of the place where the PHA's record maintained in accordance with paragraph (b) of this section is available for inspection; and shall provide all residents an opportunity to submit written comments during a period expiring not less than 30 days before the proposed effective date of the allowances or scheduled surcharges or revisions. Such written comments shall be retained by the PHA and shall be available for inspection by residents.

(d) Schedules of allowances and scheduled surcharges shall not be subject to approval by HUD before becoming effective, but will be reviewed in the course of audits or reviews of PHA operations.

(e) The PHA's determinations of allowances, scheduled surcharges, and revisions thereof shall be final and valid unless found to be arbitrary, capricious, an abuse of discretion, or otherwise not in accordance with the law.

Sec. 965.503 Categories for establishment of allowances.

Separate allowances shall be established for each utility and for each category of dwelling units determined by the PHA to be reasonably comparable as to factors affecting utility usage.

Sec. 965.504 Period for which allowances are established.

(a) PHA-furnished utilities. Allowances will normally be established on a quarterly basis; however, residents may be surcharged on a monthly basis. The allowances established may provide for seasonal variations.

(b) Resident-purchased utilities. Monthly allowances shall be established. The allowances established may provide for seasonal variations.

Sec. 965.505 Standards for allowances for utilities.

(a) The objective of a PHA in designing methods of establishing utility allowances for each dwelling unit category and unit size shall be to approximate a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

(b) Allowances for both PHA-furnished and resident-purchased utilities shall be designed to include such reasonable consumption for major equipment or for utility functions furnished by the PHA for all residents (e.g., heating furnace, hot water heater), for essential equipment whether or not furnished by the PHA (e.g., range and refrigerator), and for minor items of equipment (such as toasters and radios) furnished by residents.

(c) The complexity and elaborateness of the methods chosen by the PHA, in its discretion, to achieve the foregoing objective will depend upon the nature of the housing stock, data available to the PHA and the extent of the administrative resources reasonably available to the PHA to be devoted to the collection of such data, the formulation of methods of calculation, and actual calculation and monitoring of the allowances.

(d) In establishing allowances, the PHA shall take into account relevant factors affecting consumption requirements, including:

(1) The equipment and functions intended to be covered by the allowance for which the utility will be used. For instance, natural gas may be used for cooking, heating domestic water, or space heating, or any combination of the three;

(2) The climatic location of the housing projects;

(3) The size of the dwelling units and the number of occupants per dwelling unit;

- (4) Type of construction and design of the housing project;
- (5) The energy efficiency of PHA-supplied appliances and equipment;
- (6) The utility consumption requirements of appliances and equipment whose reasonable consumption is intended to be covered by the total resident payment;
- (7) The physical condition, including insulation and weatherization, of the housing project;
- (8) Temperature levels intended to be maintained in the unit during the day and at night, and in cold and warm weather; and
- (9) Temperature of domestic hot water.

(e) If a PHA installs air conditioning, it shall provide, to the maximum extent economically feasible, systems that give residents the option of choosing to use air conditioning in their units. The design of systems that offer each resident the option to choose air conditioning shall include retail meters or check-meters, and residents shall pay for the energy used in its operation. For systems that offer residents the option to choose air conditioning, the PHA shall not include air conditioning in the utility allowances. For systems that offer residents the option to choose air conditioning but cannot be check-metered, residents are to be surcharged in accordance with Sec. 965.506. If an air conditioning system does not provide for resident option, residents are not to be charged, and these systems should be avoided whenever possible.

Sec. 965.506 Surcharges for excess consumption of PHA-furnished utilities.

(a) For dwelling units subject to allowances for PHA-furnished utilities where check-meters have been installed, the PHA shall establish surcharges for utility consumption in excess of the allowances. Surcharges may be computed on a straight per unit of purchase basis (e.g., cents per kilowatt hour of electricity) or for stated blocks of excess consumption, and shall be based on the PHA's average utility rate. The basis for calculating such surcharges shall be described in the PHA's schedule of allowances. Changes in the dollar amounts of surcharges based directly on changes in the PHA's average utility rate shall not be subject to the advance notice requirements of this section.

(b) For dwelling units served by PHA-furnished utilities where Check-meters have not been installed, the PHA shall establish schedules of surcharges indicating additional dollar amounts residents will be required to pay by reason of estimated utility consumption attributable to resident-owned major appliances or to optional functions of PHA-furnished equipment. Such surcharge schedules shall state the resident-owned equipment (or functions of PHA-furnished equipment) for which surcharges shall be made and the amounts of such charges, which shall be based on the cost to the PHA of the utility consumption estimated to be attributable to reasonable usage of such equipment.

Sec. 965.507 Review and revision of allowances.

(a) Annual review. The PHA shall review at least annually the basis on which utility allowances have been established and, if reasonably required in order to continue

adherence to the standards stated in Sec. 965.505, shall establish revised allowances. The review shall include all changes in circumstances (including completion of modernization and/or other energy conservation measures implemented by the PHA) indicating probability of a significant change in reasonable consumption requirements and changes in utility rates.

(b) Revision as a result of rate changes. The PHA may revise its allowances for resident-purchased utilities between annual reviews if there is a rate change (including fuel adjustments) and shall be required to do so if such change, by itself or together with prior rate changes not adjusted for, results in a change of 10 percent or more from the rates on which such allowances were based. Adjustments to resident payments as a result of such changes shall be retroactive to the first day of the month following the month in which the last rate change taken into account in such revision became effective. Such rate changes shall not be subject to the 60 day notice requirement of Sec. 965.502(c).

Sec. 965.508 Individual relief.

Requests for relief from surcharges for excess consumption of PHA-purchased utilities, or from payment of utility supplier billings in excess of the allowances for resident-purchased utilities, may be granted by the PHA on reasonable grounds, such as special needs of elderly, ill or disabled residents, or special factors affecting utility usage not within the control of the resident, as the PHA shall deem appropriate. The PHA's criteria for granting such relief, and procedures for requesting such relief, shall be adopted at the time the PHA adopts the methods and procedures for determining utility allowances. Notice of the availability of such procedures (including identification of the PHA representative with whom initial contact may be made by residents), and the PHA's criteria for granting such relief, shall be included in each notice to residents given in accordance with Sec. 965.502(c) and in the information given to new residents upon admission.