

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

RICKEY D. BAILEY, et al.,

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Plaintiffs,

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v.

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JFM-02-CV-225

HOUSING AUTHORITY OF  
BALTIMORE CITY,

\*

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Defendant,

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\* \* \* \* \*

UNITED STATES OF AMERICA,

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JFM-04-CV-03107

Plaintiff,

v.

\*

HOUSING AUTHORITY OF  
BALTIMORE CITY

\*

\*

Defendant.

\* \* \* \* \*

**SUPPLEMENTAL CONSENT DECREE**

The parties in the above-captioned case enter into this Supplemental Consent Decree (Supplemental Decree), which constitutes amendments to the Bailey Consent Decree dated December 20, 2004.

## **SECTION I: FACTUAL STIPULATIONS**

The parties enter into the following factual stipulations.

1. The United States Department of Justice, the Maryland Disability Law Center and the Housing Authority of Baltimore City (“HABC”) (collectively the “Parties”) entered into a Consent Decree to resolve *Bailey, et al. v. Housing Authority of Baltimore City* (JFM-02-CV-225) and *United States of America v. Housing Authority of Baltimore City* (JFM-04-CV-03107) (the “Bailey Consent Decree”), effective December 20, 2004.

2. Paragraph 5 of the Bailey Consent Decree provides that some provisions remain in effect for a period of six years “from the effective date of the Decree or until the provisions have been implemented, whichever is later,” and that other provisions, which are identified in paragraph 5, remain in effect for a period of “ten years from the effective date of this Decree, or until these provisions have been implemented, whichever is later.”

3. The ten year anniversary of the Bailey Consent Decree occurred on December 20, 2014. Significant progress has been made in implementing the terms set forth in the Bailey Consent Decree, but not all terms have been fully performed.

4. HABC is participating in the Rental Assistance Demonstration (“RAD”) Program to address outstanding capital and maintenance needs of public housing properties and preserve them as housing affordable to public housing residents. Under RAD, fifteen mixed population buildings, which are occupied exclusively by seniors and non-elderly persons with disabilities (“NED” or “NEDs”), as defined in Paragraph 1.K of the Bailey Consent Decree,<sup>1</sup> will be

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<sup>1</sup> For purposes of this Supplemental Decree, the term “non-elderly persons with a disability” refers to the definition in Section I (1)/(K) of the Bailey Consent Decree, which, “refers to a family whose sole member, head of household, or head of household’s spouse is a person with a

converted from a public housing operating subsidy to a project based rental assistance subsidy and will be owned and operated by private owners and their successors (hereinafter “RAD Owners”), with HABC retaining an ownership interest in the properties. These fifteen properties contain housing units that meet Uniform Federal Accessibility Standards (“UFAS”) that were created under the terms of the Bailey Consent Decree. In addition, other public housing units and properties that include UFAS-compliant units created under the terms of the Bailey Consent Decree and/or include one bedroom units for NEDs will be operated by the RAD Owners.

5. HABC will require that the RAD Owners operate their properties in accordance with the terms set forth in this Supplemental Decree.

6. The Parties enter into this Supplemental Decree to amend the Bailey Consent Decree and set forth conditions that the RAD Owners must meet in operating their properties.

**IT IS HEREBY ADJUDGED, DECREED AND ORDERED AS FOLLOWS:**

**SECTION II: LONG TERM AFFORDABLE HOUSING UNITS FOR NEDS**

7. The term “long term affordable housing units” (“LTA Units”) refers to housing in which households pay no more than forty percent (40%) of their monthly adjusted income in rent as participants in the Housing Choice Voucher Program, and no more than thirty percent (30%) of their monthly adjusted income as participants in the public housing program. No minimum income shall be required to participate in these housing programs, as set forth in paragraph 60 of

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disability who is under the age of sixty-two (62), and which is eligible for a one-bedroom public housing unit or for a two-bedroom public housing unit because a second bedroom is needed for disability-related reasons; and who is on an HABC waiting list for public or Section 8 subsidized housing.”

the Bailey Consent Decree which is incorporated herein. LTA Units shall remain affordable for a minimum of forty (40) years.

8. For purposes of the Bailey Consent Decree and this Supplemental Decree, HABC has an obligation to create LTA Units that are the equivalent of public housing and must offer tenant applicants and residents of such units the rights, privileges, and benefits that are provided to HABC's public housing residents or applicants. "LTA Criteria" have been created to define such rights, privileges and benefits. The LTA Criteria that are in use at the properties identified in paragraph 10 below satisfy this obligation. LTA Units to be provided to NEDs at developments listed in paragraphs 11 and 14 of this Supplemental Decree, will be governed by LTA Criteria that are substantially similar to the RAD LTA Criteria set forth in Exhibit 5, which LTA Criteria also satisfy HABC's obligation as stated in this paragraph.

9. The terms of the LTA Criteria applicable to the LTA Units at the Orchard Ridge redevelopment, which are contained in the Memorandum of Agreement between HABC and Orchard Ridge Rental I, LLC, Orchard Ridge Rental II, LLC, and Orchard Ridge Rental III, LLC, dated March 26, 2010, meet HABC's obligation under the Bailey Consent Decree and this Supplemental Decree to create units that are the equivalent of public housing and that offer tenant applicants and residents of such units the rights, privileges, and benefits that are provided to HABC's public housing residents or applicants.

10. The parties agree that the following units that have been leased and occupied by a NED count in satisfaction of HABC's obligation to create a minimum of one hundred (100) one-bedroom LTA Units, for exclusive use by a NED as set forth in Paragraph 73 in the Bailey Consent Decree. With regard to these units, HABC has required developers and/or property owners to sign agreements that require one-bedroom LTA Units to be reserved for exclusive use

by NEDs for a minimum of fifteen (15) years, as a modification of the (6) years set forth in Paragraph 77 of the Bailey Consent Decree.

<u>Development</u>	<u>Number of LTA Units</u>
Barclay Phase I	7
Chapel Green	3
Moravia Park	7
Orchard Ridge I	2
Orchard Ridge II	7
Orchard Ridge III	12
Sharp Leadenhall	5
Barclay Phase II	11
O'Donnell Phase IA	12
Sub-total A=	66

11. The parties expect the remainder of the 100 LTA Units to be produced as set forth below. With regard to these units, HABC shall require developers and/or property owners to sign agreements that require one-bedroom LTA Units to be reserved for exclusive use by NEDs for a minimum of fifteen (15) years, as a modification of the six (6) years set forth in paragraph 77 of the Bailey Consent Decree.

<u>Development</u>	<u>Number of LTA Units</u>	<u>Projected date of occupancy</u>
Poppleton III	7	November 2015
Penn Square 2	12	December 2015
Hollander Ridge	15	December 2016
Sub-total B=	34	

**Total= A & B minimum= 100 LTA Units**

12. The parties agree that the units set forth in paragraphs 10 and 11 comprise the 100 LTA Units for purposes of the Bailey Consent Decree. The date for the units set forth in paragraph 11 to be created and ready for occupancy shall be December 31, 2016. The LTA Units to be produced at Hollander Ridge include specific conditions set forth in paragraphs 17-20 below.

13. If HABC has reason to believe that the 100 LTA Units in Paragraph 11 will not be available for occupancy by December 31, 2016, HABC will promptly notify MDLC and DOJ. Upon request of any party, the parties shall meet promptly to discuss any issues with the development of units by December 31, 2016, and, if the units are not ready for occupancy by December 31, 2016, HABC will ensure compliance with Paragraph 14 herein.

14. If, any of the LTA Units to be delivered under paragraph 11 above cannot be ready for occupancy by December 31, 2016, HABC shall ensure that the shortfall of units shall be provided as soon as such units are available but no later than December 31, 2017. The shortfall shall be satisfied through up to eleven units at O'Donnell Heights Phase 1B<sup>2</sup> and/or up to eight units at Somerset Extension. HABC must ensure that all 100 LTA units required by this Supplemental Decree are ready for occupancy by December 31, 2017.

15. If, at any point, HABC has reason to believe that, in spite of making good faith attempts, its obligation to secure 100 LTA Units to be ready for occupancy by December 31, 2017, may not be met, HABC will promptly notify MDLC and DOJ. Upon request of any party, the parties shall meet promptly as provided in paragraph 71. If the 100 LTA Units will not be

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<sup>2</sup> O'Donnell Heights Phase IB refers to the redevelopment of O'Donnell Heights public housing as authorized by HABC.

available for occupancy by December 31, 2017, Plaintiffs may take any enforcement action pursuant to paragraph 72.

16. The parties acknowledge that more than 100 LTA units will be created. Certain development documents, including those for Orchard Ridge I and II, require production of LTA Units upon turnover.<sup>3</sup> The obligation to provide LTA Units upon turnover at Orchard Ridge I and II continues until there is a total of 29 LTA Units located in Orchard Ridge I and Orchard Ridge II combined. With the exception of the requirement to provide a total of 29 LTA Units at Orchard Ridge I and Orchard Ridge II combined on turnover, once 100 LTA Units have been created, HABC will have no obligation to create additional LTA Units, provided that the 100 LTA Units are maintained as LTA Units under the terms and conditions set forth in the Bailey Consent Decree and this Supplemental Decree.

17. The Hollander Ridge project is a scattered site development using Hollander Ridge HOPE VI funds and other funds to acquire and rehabilitate approximately 100 homes or units in small apartment buildings in designated areas of opportunity in Baltimore City ("Hollander Units"). Fifteen (15) of the one-hundred (100) Hollander Units will be one-bedroom LTA Units, governed by the LTA Criteria, reserved for NEDs on HABC's public housing waiting list. These are the fifteen Hollander Ridge Units identified in paragraph 11 above, and will count towards the 100 LTA Units required by the Bailey Consent Decree to the extent that these units are created and ready for occupancy by December 31, 2016. If such units are not ready for occupancy by December 31, 2016, HABC shall remain obligated to create and reserve

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<sup>3</sup> Orchard Ridge I and II refer to development phases of the Orchard Ridge redevelopment project with Orchard Ridge I being comprised of 100 rental housing units and Orchard Ridge II being comprised of 72 rental housing units.

fifteen one bedroom units in the Hollander Ridge project for NEDs on HABC's waiting list. These fifteen units shall be developed in conjunction with HABC's Hollander Ridge Revised Revitalization Plan (approved by HUD on May 31, 2012), including any Amended Revitalization Plan Program Schedule thereto, and; subject to paragraph 20 herein.

18. In addition to the creation of the fifteen (15) Hollander Ridge units referenced in paragraphs 11 and 17, HABC shall ensure that another five one-bedroom units ("Five Additional Units") will be created within the Hollander Ridge project. These Five Additional Units will be developed as one-bedroom LTA units to be for exclusive use by -NEDs for fifteen years and will be leased in the following priority for occupancy: (i) returning Hollander Ridge residents; (ii) current and former residents of O'Donnell Heights; (iii) applicants on HABC's public housing waiting list. These Five Additional Units will not count towards part of the 100 LTA Units required in the Bailey Consent Decree. These Five Additional Units must be developed in conjunction with HABC's Hollander Ridge Revised Revitalization Plan approved by HUD on May 31, 2012, including any Amended Revitalization Plan Program Schedule thereto.

19. HABC shall also ensure that ten additional units ("Ten Additional Units"), over and above the 100 Hollander Units, will be subsidized by project-based vouchers or public housing operating subsidies in the Hollander Ridge project, and will be reserved for NEDs in the same priority order as set forth in paragraph 18. If any of the Ten Additional Units are initially occupied by a NED from the HABC public housing waiting list no later than December 31, 2016; that unit may count towards HABC's obligation to develop 100 LTA Units as specified in Paragraph 73 in the Bailey Consent Decree. If HABC meets its obligation to produce and lease 100 LTA Units to NEDs from its public housing waiting list under the Bailey Consent Decree and the Supplemental Decree by December 31, 2016, and any of the Ten Additional Units are



subsidized by a project-based voucher and leased upon first occupancy to a NED from the HABC public housing waiting list, such unit may count towards HABC's obligation to provide 500 units supported by a project-based voucher as specified in Paragraph 69 in the Bailey Consent Decree, provided that the term of the project-based voucher is for at least fifteen (15) years or the maximum time allowed by HUD. The Ten Additional Units must have the same affordability terms as the 100 Hollander Units. These Ten Additional Units must be developed in conjunction with HABC's Hollander Ridge Revised Revitalization Plan approved by HUD on May 31, 2012, including any Amended Revitalization Plan Program Schedule thereto. Other criteria applicable to the Ten Additional Units are set forth in Exhibit 1 and are incorporated by reference herein.

20. If the Hollander Ridge project creates more than the initial set of 100 Hollander Units, the number of units for NEDs set forth in paragraphs 17-19 will be increased proportionately. In the event that the Hollander Ridge project creates fewer than the initial set of 100 Hollander Units, the number of units for NEDs set forth in paragraphs 17-19 will be decreased proportionately.<sup>4</sup>

21. If, at any point, HABC has reason to believe that their obligation to secure the Hollander Ridge units for NEDs as set forth in paragraphs 17-19 are not achievable in accordance with the schedules in the Revised Revitalization Plan as amended, HABC will promptly notify MDLC and DOJ. Upon request of any party, the parties shall meet promptly as provided in paragraph 71, and Plaintiffs may take any enforcement action thereafter pursuant to paragraph 72.

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<sup>4</sup> For purposes of calculations applicable to this paragraph of the Supplemental Decree, the parties agree to round up to a whole number any fraction at or over .5 or 50%.

**SECTION III: PROJECT-BASED VOUCHER UNITS FOR NEDS**

22. The parties agree that the units identified in the “NEDs Leased (#)” column in Exhibit 2 will count, as leased and occupied, in satisfaction of the obligation of HABC to create rental units that are subsidized by a project-based voucher,<sup>5</sup> and reserved for exclusive use by a NED as set forth in Paragraph 69 in the Bailey Consent Decree, provided that the term of the project-based voucher is fifteen (15) years or the maximum period of time permitted by HUD (the “500 PBV Units”).<sup>6</sup> As of August 31, 2015, there were 411 units that had been leased and occupied by a NED.

23. The parties expect the remainder of the 500 PBV Units for a NED will be produced from the projects listed in Exhibit 2 that have units in the “In Process” column, which will be for exclusive use by a NED as set forth in Paragraph 69 of the Bailey Consent Decree, provided that the project-based voucher term is a minimum of fifteen (15) years or the maximum period of time permitted by HUD. As of August 31, 2015, there were 154 units in the “In Process” column.

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<sup>5</sup> “Project-Based Voucher” refers to rental assistance under the Housing Choice Voucher program (previously the Section 8 Program) that may be used only at a specific privately owned unit, pursuant to a contract for a term of years between HABC and a private landlord or developer as set forth in Section I (1)(S) and Paragraph 69 of the Bailey Consent Decree and as otherwise provided in the Bailey Consent Decree except as specifically modified by this Supplemental Decree.

<sup>6</sup> Paragraph 69(b) of the Bailey Consent Decree permitted a percent of the 500 project-based vouchers to be awarded to developers making housing opportunities available for up to four unrelated NEDs living together in congregate housing. The parties have not used any of the 500 project-based vouchers to subsidize such congregate housing and expressly reject such use in this Supplemental Decree. The parties agree that none of the 500 project-based voucher opportunities created by the Bailey Consent Decree and Supplemental Decree may be used to support the development of housing for unrelated NEDs living together in congregate housing.

24. There will be 500 PBV Units occupied by a NED by December 31, 2016. Once there are 500 or more units occupied by NEDs HABC shall be under no obligation to create additional 500 PBV Units for NEDs, provided the 500 PBV Units are maintained as project-based voucher units under the terms and conditions set forth in the Bailey Consent Decree and this Supplemental Decree.

25. If it appears to HABC that some of the 500 PBV Units cannot be completed by the dates set forth in Exhibit 2, HABC will promptly notify MDLC and DOJ. Upon request of any party, the parties shall meet promptly as provided in paragraph 71 to discuss plans to achieve the occupancy of 500 PBV Units by the specified dates, and Plaintiffs may take any enforcement action thereafter pursuant to paragraph 72.

#### **SECTION IV: UFAS-COMPLIANT UNITS**

26. The UFAS-compliant units required to be produced under the Bailey Consent Decree are listed by bedroom size in Exhibit 3 (the “UFAS-compliant units”).<sup>7</sup> The total number of UFAS-compliant units required to be certified, 756 UFAS-compliant units, shall be certified by December 31, 2016. As of August 31, 2015, there are 708 UFAS-compliant units that have been certified. Another 54 units are in the planning process, but have not yet been completed or certified. These consist of 52 units shown in the “Planned Units” subheading in Exhibit 3, and two of the 14 units shown in the “Possible Units After 2015” subheading in Exhibit 3. The planned completion date for the required units, except for one three-bedroom UFAS unit and one

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<sup>7</sup> “UFAS-compliant” is the same term as in the Bailey Consent Decree, Section I(1)(Y) and “refers to compliance with Section 4.34 of the Uniform Federal Accessibility Standards (UFAS), 49 F.R. 31528 (1984), as amended by 50 F.R. 49039 (1985), as they detail standards for accessibility for persons with mobility impairments.” The parties agree that the ADA Accessibility Guidelines for Buildings and Facilities (“ADAAG Standards”), 28 C.F.R. § 36.401 *et. seq.*, issued by the Department of Justice, may be used as permitted by HUD.

four-bedroom UFAS unit, is shown under the subheading “Planned Units” in Exhibit 3. The one three-bedroom UFAS unit and the one four-bedroom UFAS unit will be produced from the units identified under subheading “Possible Units After 2015” in Exhibit 3. The LTA Criteria attached to and made a part of the Notices of Funding Availability or any other solicitation through which the LTA UFAS units were funded satisfy the requirements of an LTA Unit.

27. If HABC has reason to believe that the UFAS-compliant units to be created under paragraph 26 cannot be completed by December 31, 2016, HABC will promptly notify MDLC and DOJ. Upon request of any party, the parties will meet promptly as provided in paragraph 71 to discuss plans to achieve the creation and occupancy of the required UFAS-compliant units, including consideration of the availability of any units in the developments listed in Exhibit 3 as “Possible Units After 2015” as further options for and/or an extended deadline for completing the units. Plaintiffs may take any enforcement action thereafter pursuant to paragraph 72.

#### **SECTION V. RENTAL ASSISTANCE DEMONSTRATION PROGRAM**

28. HABC intends to convert public housing properties under the Rental Assistance Demonstration (“RAD”), authorized pursuant to the Consolidated and Further Continuing Appropriations Act, 2012, Pub. Law 112-55, 125 Stat. 673 (Nov. 18, 2011), which will be subsidized by project-based rental assistance and will be owned and operated by private entities.<sup>8</sup>

29. The public housing properties approved for conversion under RAD that are covered under this Supplemental Decree are:

- a. HABC-owned mixed population properties (hereinafter, “Mixed Population RAD Properties,” or, individually, “Mixed Population RAD Property”),

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<sup>8</sup> HABC retains an ownership interest in all such converted properties.

which serve elderly families and NEDs, which are: (1) Allendale; (2) Bel Park; (3) BE Mason; (4) Brentwood; (5) Chase House; (6) Ellerslie; (7) Govans Manor; (8) Hollins House; (9) J. Van Story Branch (formerly “West Twenty”); (10) Lakeview Tower and Lakeview Extension; (11) McCulloh High Rise; (12) Monument East; (13) Primrose; (14) Rosemont Tower; and (15) Wyman House; and,

b. HABC-owned family and elderly properties (hereinafter, “HABC Family and Elderly RAD Properties” or, individually “HABC Family and Elderly RAD Property”), which are: (1) Pleasant View Gardens and (2) Pleasant View Gardens Senior Building; and,

c. Privately-owned family and elderly properties that contain public housing units (hereinafter, “Private Family and Elderly RAD Properties” or, individually “Private Family and Elderly RAD Property”), which are: (1) Arbor Oaks; (2) Broadway Overlook; (3) Heritage Crossing; (4) Hillside Park; (5) Senior Terraces Apartment Building; and (6) Townes at the Terraces.

30. All the properties identified in paragraph 29 (collectively, “RAD Properties,” or, individually, “RAD Property”) contain UFAS compliant and/or near-UFAS compliant units developed under the Bailey Consent Decree and/or provide housing opportunities to NEDs.

31. Exhibit 4, attached hereto, sets forth the number of UFAS and near-UFAS-compliant units, their addresses (redacted for purposes of the court filing), and bedroom size that were created under the Bailey Consent Decree that each RAD Property must have after conversion and that HABC shall enforce against the RAD Owners pursuant to paragraphs 33(j), 40, and 44 herein.

**SECTION VI: MIXED POPULATION RAD PROPERTIES**

32. With regard to the Mixed Population RAD Properties identified in paragraph 29 (a) above, HABC agrees, and agrees to require its affiliate, Baltimore Affordable Housing Development, Inc. (“BAHD”), to incorporate certain terms and conditions, identified in paragraph 33 below, into its agreements (the “RAD Agreements”) with all owners and their successors at the time of closing, which is expected to take place on or before December 31, 2016.<sup>9</sup> In addition, HABC shall require that the RAD Owners ensure that the companies and individuals who manage the RAD Properties comply with the terms and conditions set forth in paragraph 33.

33. HABC shall require of BAHD and the RAD Owners, and shall incorporate in the RAD Agreements at the time of closing, the following:

a. As to Waiting Lists, the RAD Owners are prohibited from maintaining site-specific waiting lists, and must use only HABC’s centralized “Mixed Population Public Housing Waiting List” and the “Reasonable Accommodation Transfer Waiting List” (when applicable), for the purpose of filling vacancies in the Mixed Population RAD Properties.<sup>10</sup> In the event that the “Mixed Population Public Housing Waiting List”

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<sup>9</sup> The “RAD Agreements” are defined to consist of one or more of the following documents: “Control Agreement,” “RAD Administration Agreement,” “Ground Lease,” “Tenant Lease Addendum,” “RAD LTA Criteria,” and “Amended and Restated Operating Agreement.”

<sup>10</sup> The “Mixed Population Public Housing Waiting List” is the centralized waiting list of applicants maintained by HABC consisting of elderly families and NED families applying for units in HABC’s mixed-population housing developments in accordance with 24 CFR Part 960, Subpart D. The “Reasonable Accommodation Transfer Waiting List” is the centralized waiting list maintained by HABC consisting of residents with disabilities who qualify for transfers as a reasonable accommodation to their disabilities in accordance with §504 of the Rehabilitation Act of 1973 and the Fair Housing Act, or under HABC’s Immediate Needs Plan.

no longer exists, the parties agree that HABC shall operate a comparable centralized waiting list that consists of elderly and NED applicants for developments that house elderly and NED families; and, in such event, HABC shall require that the RAD Owners draw all tenant applicants from such comparable centralized mixed population waiting list, as well as the “Reasonable Accommodation Transfer Waiting List.”

b. As to Lease Renewals, the RAD Owners are required to: (a) have leases with their tenants that automatically renew from year-to-year unless terminated for good cause, and (b) use leases with terms that are comparable to and consistent with the terms as set forth in the public housing regulations at 24 CFR § 966, subpart A, as may be amended, provided that such terms are approved by HUD.

c. As to the Grievance Process, the RAD Owners are required to adopt and adhere to the grievance process contained in the public housing regulations at 24 CFR § 966.53, as may be amended.

d. As to the Determination of Eligibility, Tenant Selection and Occupancy Criteria, the RAD Owners must apply HABC’s “Long Term Affordable Criteria Applicable to Units at the Sites Under the Rental Assistance Demonstration” (“RAD LTA Criteria”), attached as Exhibit 5.

e. As to Security Deposits, the RAD Owners must set the security deposit at \$50.00, or one month’s rent, whichever is lower, in accordance with the RAD LTA Criteria.

f. As to HABC’s Reasonable Accommodation and Immediate Needs Policies and Procedures, the RAD Owners must use and apply HABC’s Reasonable

Accommodation Policy and Procedures, as may be amended, and HABC's Reasonable Accommodation Operating Order, which includes HABC's Immediate Needs Plan required under the Bailey Consent Decree, as may be amended. The RAD Owners must process tenant requests for reasonable accommodations, including immediate need requests, through an HABC centralized system for tracking and responding to reasonable accommodations and disability-related transfers. The RAD Owners must comply with the immediate needs plan section of the Reasonable Accommodation Operating Order until all of the UFAS-compliant units required by the Bailey Consent Decree, as amended, are completed or until HABC discontinues the immediate needs process, whichever is later. RAD residents who require a transfer as a reasonable accommodation shall have transfer options throughout the inventory of Mixed Population RAD Properties as well as the other units in HABC's inventory and all other RAD Properties. During the annual recertification process, the RAD Owners shall survey each household using the Reasonable Accommodation survey tool, a copy of which is attached as Exhibit 6, and titled "Reasonable Accommodation Information." As set forth in paragraph 50 herein, in any given year when an annual recertification is not required, the RAD Owners must offer the Reasonable Accommodation Survey Tool (Short Form), which is attached as Exhibit 7, and make reasonable attempts to obtain such surveys from residents.

g. As to HABC's Training of RAD Managers, the RAD Owners shall require their managers and all other entities who manage the RAD Properties to participate in trainings conducted by HABC and its delegates and representatives on HABC's Reasonable Accommodation policies and procedures. HABC's training on its Reasonable Accommodation policies and procedures must include training on its Immediate Needs



Plan, until all of the UFAS-compliant units required by the Bailey Consent Decree or Supplemental Decree are completed, or until HABC discontinues the immediate needs process, whichever is later.

h. As to Monitoring for Compliance with HABC Policies, the RAD Owners shall agree to be monitored by HABC to ensure compliance with HABC's policies applicable to the RAD Properties.

i. As to Reasonable Accommodation Transfers and No Re-Screening by RAD Owners of Reasonable Accommodation Transfers, the RAD Owners shall not rescreen current public housing tenants or tenants from other RAD Properties who are in good standing,<sup>11</sup> who meet the income-eligibility requirements for the RAD Properties, and who are approved for a reasonable accommodation or immediate needs transfer to a unit in a RAD Property.<sup>12</sup>

j. As to Preserving and Maintaining UFAS-Compliant Units and Near-UFAS Compliant Units, the RAD Owners shall preserve and maintain all UFAS-compliant units and near UFAS-compliant units in the RAD Properties. The RAD

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<sup>11</sup> The term "good standing" refers to the definition of "good standing" set forth in the HABC FY 2014 Admissions and Continued Occupancy Policy.

<sup>12</sup> Notwithstanding the provision in 33.i., the RAD Owners shall be permitted to determine whether any household being transferred to a RAD Property due to a reasonable accommodation includes a member who is a sex offender subject to a lifetime registration requirement, and in such case, determine that such household is prohibited from any federally subsidized housing.

Owners shall maintain a list of such units at the respective RAD Property as of the date of closing.<sup>13</sup>

k. As to Mixed Population Buildings Occupied by Non- Elderly Persons with Disabilities and Elderly Families before Conversion, the RAD Owners, except as provided in paragraph 38, are prohibited from taking any of the following actions at any Mixed Population RAD Property: (i) designating a Mixed Population RAD Property for either elderly families or NEDs; (ii) designating certain floors for elderly families, and others for NEDs; (iii) setting a cap or quota on the number of elderly families or non-elderly persons with disabilities; (iv) establishing a preference for elderly-only families or for NEDs; (v) having policies or practices that limit or restrict housing opportunities for NEDs or elderly families at the Mixed Population RAD Properties.

34. HABC acknowledges and affirms its obligations, consistent with the terms of paragraph 33, to maintain: a centralized housing waiting list which will provide tenants for RAD Properties; a centralized reasonable accommodations transfer list, including as applicable immediate needs transfers; a centralized system for tracking and responding to reasonable accommodation requests and disability-related transfers; and to provide training to and monitoring of RAD Owners.

35. HABC has provided or shall provide DOJ and MDLC copies of the RAD Agreements that contain the requirements set forth in paragraph 33 at least thirty (30) days prior to the date of closing of any Mixed Population RAD Property. The requirements related to

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<sup>13</sup> HABC shall provide to each RAD owner at the time of closing a list of the UFAS and near UFAS-compliant units with their addresses and bedroom size that the RAD Owner is required to preserve after RAD conversion.

paragraph 33 contained in the RAD Agreements are to be produced in final, and not in a draft form, though they need not be produced in their executed form. No closing shall take place in the absence of a certification by HABC to DOJ and MDLC that the RAD Agreements represent the requirements contained in paragraph 33. HABC shall provide copies of the executed RAD Agreements within thirty (30) days of closing.

36. The parties agree that HABC shall, and shall require BAHD to, preserve and enforce the provisions in paragraph 33 (a)-(k) for fifteen years beginning from the closing date that each property identified in paragraph 30 converts from public housing to project-based rental assistance properties under RAD, unless a specific provision set forth in paragraph 33 (a)-(k) is modified pursuant to the exceptions set forth in paragraph 37 below.

37. The parties agree that HABC may modify the provisions in paragraph 33(a)-(k) if such modifications are required due to:

(i) Congressional appropriations providing rental assistance for the specific RAD Property being substantially reduced such that the RAD Property is not financially feasible; or,

(ii) a change in federal law that conflicts with the terms in paragraph 33 (a)-(k), provided that any change in federal law will be narrowly applied to modify only those terms in this Supplemental Decree that are required to be altered due to a conflict with federal law; or,

(iii) as to paragraph 33(d), if HABC makes a change to the tenant eligibility, screening or occupancy terms<sup>14</sup> in its conventional public housing, whereby the change affects access to or residency in at least 90% of the units in HABC's conventional public housing program, as that inventory exists after the conversion of the RAD Properties, then the same change may be made to the RAD LTA Criteria applicable to applicants for or residents of the RAD Properties, provided that such change does not conflict with applicable HUD program rules or regulations unless otherwise waived by HUD; and, provided further, that it is narrowly applied to modify the RAD LTA Criteria only to the extent necessary to conform to such change made to HABC's tenant eligibility, screening or occupancy terms in conventional public housing as set forth herein.

38. The parties agree that no Mixed Population RAD Property can elect an elderly preference or otherwise modify the terms in paragraph 33(k) unless expressly agreed to in writing by the parties to the Bailey Consent Decree.

**SECTION VII: HABC FAMILY AND ELDERLY RAD PROPERTIES AND  
PRIVATE FAMILY AND ELDERLY RAD PROPERTIES**

39. With regard to the HABC Family and Elderly RAD Properties identified in paragraph 29 (b) above, HABC shall, and shall require BAHD to, incorporate certain terms and conditions, identified in paragraph 40 below, into the RAD Agreements with the RAD Owners at the time of closing, which is expected to take place on or before December 31, 2016. These terms and conditions identified in paragraph 40 below shall attach to the following units:

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<sup>14</sup> For purposes of this Supplemental Decree, a change to the tenant eligibility, screening or occupancy terms means a change in the HABC FY 2014 Admission and Continued Occupancy Policy (ACOP) or subsequent ACOPs.

- the thirteen (13) UFAS-compliant units developed at Pleasant View Gardens Family pursuant to the Bailey Consent Decree, and all one-bedroom units approved for conversion under RAD;
- the twelve (12) UFAS-compliant units at Pleasant View Gardens Senior Building pursuant to the Bailey Consent Decree.

For all units referenced in this paragraph, HABC shall, and shall require BAHD to, require that the RAD Owners ensure that the companies and individuals who manage the referenced RAD Properties comply with the terms and conditions set forth in paragraph 40.

40. For all units set forth in paragraph 39, HABC shall require of BAHD and the RAD Owners, and shall incorporate in the RAD Agreements at the time of closing, the same requirements as those set forth in paragraphs 33 (b)-(j) above. For all the units identified in paragraph 39, the RAD Owners are prohibited from maintaining site-specific waiting lists. For the units identified in paragraph 39 at Pleasant View Gardens Family, the RAD Owner must use HABC's "Family Public Housing Waiting List" and/or the "Reasonable Accommodation Transfer Waiting List" for the purpose of filling vacancies in the units in the referenced property. For the units identified in paragraph 39 at Pleasant View Gardens Senior Building, the RAD Owner must use HABC's "Senior Waiting List," and/or the "Reasonable Accommodation Transfer Waiting List" to fill vacancies in those units at such property.

41. HABC shall preserve and enforce the provisions in paragraph 40 for the units set forth in paragraph 39 for fifteen years beginning from the closing date that each property referenced thereto converts from public housing to project-based rental assistance properties under RAD, unless one of the exceptions set forth in paragraph 37 above applies.

42. HABC has provided or shall provide DOJ and MDLC copies of the RAD documents that contain the requirements set forth in paragraph 40 at least thirty (30) days prior to the date of closing of any property identified in paragraph 29 (b). The requirements related to paragraph 40 contained in the RAD Agreements are to be produced in final, and not in a draft form, though they need not be produced in their executed form. No closing shall take place in the absence of a certification by HABC to DOJ and MDLC that the RAD Agreements represent the requirements contained in paragraph 40. HABC shall provide copies of the executed RAD Agreements within thirty (30) days of closing.

43. With regard to the Private Family and Elderly RAD Properties identified in paragraph 29(c) above, HABC shall, and shall require BAHD to, incorporate certain terms and conditions identified in paragraph 44 below, into the RAD Agreements with the RAD Owners at the time of closing, which is expected to take place on or before December 31, 2016. These terms and conditions identified in paragraph 44 below shall attach to the following units:

- the four (4) UFAS-compliant units developed at Arbor Oaks pursuant to the Bailey Consent Decree, and all the one-bedroom units approved for conversion under RAD;
- the four (4) UFAS-compliant units developed at Heritage Crossing pursuant to the Bailey Consent Decree, and all the one-bedroom units approved for conversion under RAD;
- all one-bedroom units at Hillside Park approved for conversion under RAD;
- the four (4) UFAS-compliant units developed at the Senior Terraces Apartment Building pursuant to the Bailey Consent Decree;

- the eleven (11) UFAS-compliant units developed at the Townes at the Terraces pursuant to the Bailey Consent Decree, and all the one-bedroom units approved for conversion under RAD; and,
- all one-bedroom units at Broadway Overlook approved for conversion under RAD.

For all these units, HABC shall, and shall require BAHD to, require that the RAD Owners ensure that the companies and individuals who manage these RAD Properties comply with the terms and conditions set forth in paragraph 44 below.

44. For the units identified in paragraph 43, HABC shall require the RAD Owners to comply with, and shall incorporate in the RAD Agreements at the time of closing, the requirements set forth in paragraph 33(b), (c), (e), (f), (g), (h), (i), and (j) above, except that with regard to the units at the Senior Terraces Apartment Building, paragraph 33(e) shall not apply.

45. For the units identified in paragraph 43 at Arbor Oaks, Heritage Crossing, Townes at the Terraces, and Hillside, the RAD Owners are prohibited from maintaining site-specific waiting lists, and must use only HABC's "Family Public Housing Waiting List" and the "Reasonable Accommodation Transfer Waiting List" for the purpose of filling vacancies in those units at those properties. For the units identified in paragraph 43 at the Senior Terraces Apartment Building, the RAD Owner is prohibited from maintaining site-specific waiting lists, and must use only HABC's "Senior Waiting List" and/or the "Reasonable Accommodation Transfer Waiting List," to fill vacancies in those units at this property. For the units identified in paragraph 43 at Broadway Overlook, the RAD Owner is not prohibited from maintaining a site-based waiting list. However, as to non-Bailey UFAS units developed prior to conversion, the RAD Owner shall maintain the pre-conversion practice at Broadway Overlook of filling

vacancies from the “Family Public Housing Waiting List” and “Reasonable Accommodation Waiting List” to these units.

46. For the units identified in paragraph 43, the RAD Owners must abide by applicable HUD public housing regulations in 24 C.F.R. Parts 960 and 966 that govern the determination of eligibility, tenant selection and occupancy criteria as set forth in the RAD LTA Criteria.

47. HABC shall preserve and enforce the provisions in paragraphs 43-46 for the units set forth in those paragraphs for fifteen years beginning from the closing date that each property referenced thereto converts from public housing to project based rental assistance under RAD, unless one of the exceptions set forth in paragraph 37 applies.

48. HABC has provided or shall provide DOJ and MDLC copies of the RAD documents that contain the requirements set forth in paragraphs 43-46 at least thirty (30) days prior to the date of closing of any property identified in paragraph 29 (c). The requirements related to paragraphs 43-46 contained in the RAD Agreements are to be produced in final, and not in a draft form, though they need not be produced in their executed form. No closing shall take place in the absence of a certification by HABC to DOJ and MDLC that the RAD Agreements represent the requirements contained in paragraphs 43-46. HABC shall provide copies of the executed RAD Agreements within thirty (30) days of closing.

49. HABC reserves the right to convert UFAS scattered site units developed pursuant to the Bailey Consent Decree under RAD. The parties agree that the terms and provisions of any such conversion must be expressly agreed to in writing by the parties to the Bailey Consent Decree.



**SECTION VIII: RECERTIFICATION REASONABLE  
ACCOMMODATION INFORMATION FORM AND SURVEY TOOL**

50. Paragraph 82.(b)(2) of the Bailey Consent Decree is modified to provide that during the recertification process for public housing residents, HABC shall survey each household using the Reasonable Accommodation survey tool, a copy of which is attached as Exhibit 6 hereto. HABC shall, and shall ensure that RAD Owners, provide the Reasonable Accommodation survey tool during any required annual re-certifications. In any given year when an annual re-certification is not required, HABC shall, and shall ensure that the RAD Owners, offer the Reasonable Accommodation surveys to residents, using the Reasonable Accommodation Survey Tool (Short Form), which is attached as Exhibit 7, and make reasonable attempts to obtain such surveys from residents.

**SECTION IX: FUNDING FOR REASONABLE MODIFICATIONS**

51. HABC shall make available the remaining One Hundred Thousand Dollars (\$100,000.00) in the Victims' Fund pursuant to paragraph 63(a) of the Bailey Consent Decree to all persons eligible for the Housing Choice Voucher Program as a modification fund for participants who need accessible features in the Housing Choice Voucher Program.

52. The parties agree to amend paragraph 63(a) of the Bailey Consent Decree to remove all references to the HOME program as a source of funds. HABC agrees to administer the balance of the funds remaining from the \$500,000.00 described in paragraph 63(a) of the Bailey Consent Decree, which funds are made available through a separate agreement between Private Plaintiffs and the Mayor and the City Council of Baltimore City. These funds shall pay

for reasonable modifications to units leased by persons with disabilities through the Housing Choice Voucher Program.

53. HABC shall engage in outreach efforts with the participants in the tenant-based Housing Choice Voucher Program regarding reasonable modifications and the availability of the funds set forth in paragraphs 51 and 52.

**SECTION X: RECORD-KEEPING AND REPORTING REQUIREMENTS**

54. HABC shall continue to submit to counsel for the United States and the Maryland Disability Law Center semi-annual compliance reports on October 30 and April 30 until the obligations have been satisfied. HABC's compliance reports shall describe all specific actions they have taken to fulfill their obligations under the Bailey Consent Decree, including the Supplemental Decree. The reporting requirements pertaining to Sections II, III, and IV hereunder shall end as the obligations are satisfied in each of those Sections.

55. In each report, HABC shall set forth the information required by Paragraphs 122 (a)-(j), (l)-(o), (q), (s)-(u), and paragraph 123 (d) and (g) of the Bailey Consent Decree.<sup>15</sup>

56. In each report, with regard to the LTA Units located in Orchard Ridge I and II, HABC shall set forth the number of housing opportunities created for NEDS upon turnover at Orchard Ridge I and II to make up the total twenty-nine housing opportunities specified in paragraph 16 above. HABC shall document that the turnover units have in fact been leased to NEDS from the public housing waiting list. This reporting obligation ceases when the last turnover unit is leased to a NED from the HABC's public housing waiting list.

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<sup>15</sup> The parties agree that HABC shall produce copies of the documents required by paragraph 123(g) of the Bailey Consent Decree upon request of the plaintiffs within thirty (30) days of such request.

57. In each report, with regard to the development of LTA Units at Hollander Ridge in paragraphs 11, 17-19 above, HABC shall include the following information:

a. how many of the fifteen Hollander Ridge units referenced in paragraphs 11 and 17 have been created, their location by address, any modifications to the plan for completion of the remaining units, any modifications to the projected timeline for completion, and verification of their occupancy to NEDs;

b. how many of the Five Additional Units at Hollander Ridge referenced in paragraph 18, have been created, their location by address, any modifications to the plan for completion of the additional units, any modifications to the projected timeline for completion, and verification of their occupancy to NEDs;

c. how many of the Ten Additional Units at Hollander Ridge referenced in paragraph 19 have been created, their location by address, any modifications to the plan for completion of the units, any modifications to the projected timeline for completion, and verification of their occupancy to NEDs;

d. a narrative explanation of any changes in the number of Hollander Ridge units to be created that would affect HABC's obligation to develop more or fewer Hollander Ridge units as set forth in paragraphs 11, 17-19, and 20;

e. whether any of the Hollander Ridge units are being counted toward HABC's obligation to create 100 LTA Units or 500 PVB Units.

f. the reporting obligations set forth in (a)-(e) above shall continue until the last Hollander Ridge unit to be constructed is leased to a NED.

58. Upon the closing date of each RAD Property specified in paragraph 29 above, through and until December 31, 2022, HABC's report shall:

a. certify in a form similar to Exhibit 8 that the terms in the RAD Agreements set forth in paragraphs 33, 40, and 43-46 have not been modified unless otherwise specified and implemented pursuant to paragraph 37.

b. identify the number of NEDs and elderly applicants on the mixed population waiting list or comparable centralized mixed population waiting list set forth in paragraph 33(a).

c. identify the number of NED applicants from the mixed population waiting list or comparable centralized mixed population waiting list who have leased a unit in a Mixed Population RAD Property set forth in paragraph 33(a);

d. identify the number of elderly applicants from the mixed population waiting list or comparable centralized mixed population waiting list who have leased a unit in a Mixed Population RAD Property under paragraph 33(a);

e. identify the number of lease terminations, non-renewals, and evictions, the address of the Mixed Population RAD Property, HABC Family and Elderly RAD Property, and Private Family and RAD Property, and Owner in which such terminations and/or non-renewals have occurred, the reasons for such terminations and/or non-renewals and/or evictions, whether the applicant is a NED, elderly, or other, as applied to units covered under paragraphs 33(b), 40 and 43-46.

f. identify the information required by paragraph 122 (h),(i),(j), and (l) of the Bailey Consent Decree in each of the Mixed Population RAD Properties identified in paragraph 29(a) and each of the HABC Family and Elderly RAD Properties identified in paragraph 29(b) and the Private Family and Elderly RAD Properties identified in paragraph 29(c);

g. provide copies of the Reasonable Accommodation Operating Order and Reasonable Accommodation Policy, if modified, set forth in paragraphs 33(f), 40 and 43-46;

h. identify the identity of the RAD managers and owners who have participated in the reasonable accommodation training, the curriculum that was used in the training, and the dates and duration of each training consistent with the requirements under paragraphs 33(g), 40 and 43-46;

i. provide the dates of any monitoring that HABC undertook at the Mixed Population RAD Properties under paragraph 33(h) with regard to the items (a)-(k) in paragraph 33, the HABC Family and Elderly RAD Properties with regard to the items in paragraph 40, and the Private Family and Elderly RAD Properties with regard to the items in paragraphs 43-46; specify violations of items (a)-(k) that occurred at the respective properties for which HABC undertook monitoring that resulted in a letter of non-compliance, and identify any disability related complaints processed through the RAD Owner's appeal process, the resulting decision, and produce copies of decisions adverse to the resident therein;

j. identify the number of persons with disabilities who have been approved for a reasonable accommodation or immediate needs transfer and who subsequently lease or are denied a unit in a Mixed Population RAD Property, HABC Family and Elderly RAD Property, and Private Family and Elderly Property, and include the date of such occurrence under paragraphs 33(i), 40, and 43-46;

k. provide the number of UFAS-compliant units and near-UFAS compliant units in the Mixed Population RAD Properties, HABC Family and Elderly RAD Properties, Private Family and HABC RAD Properties set forth in paragraphs 33(j), 40 and 43-46 that are occupied by persons in need of UFAS-compliant units and any reasons thereto if the units are not so occupied;

l. for each Mixed Population RAD Property, identify the number of NED households, elderly households, other households, and the number of vacant units;

m. describe proposed modifications applicable to the Mixed Population RAD Properties, the HABC Family and Elderly RAD Properties, and the Private Family and Elderly RAD Properties pursuant to paragraphs 37, 41, and 47;

59. After December 31, 2022, and until December 31, 2031, HABC shall be required to report on the items in paragraph 58 (a) and (i). After December 31, 2002, and until December 31, 2031, with regard to the remaining items in paragraph 58, the Plaintiffs may make a request for specific information identified therein, and HABC shall be obligated to respond within thirty (30) days of such request. In addition, the parties may impose an extension of the terms of the reporting requirements under paragraph 58 consistent with the terms of any agreement the parties reach under paragraph 38.

60. HABC shall include in its bi-annual reports the number of tenant-based participants that have received funds under paragraphs 51 and 52, and, as to DOJ, the participants' names. The report shall also include the types of modifications made to the tenants' units, the cost of such modifications, the date the request was made, and the date the modifications were made. HABC shall also describe in its reports all outreach efforts that HABC has undertaken with participants in the tenant-based Housing Choice Voucher Program pursuant to paragraph 53. These reporting requirements shall continue until all funds identified in paragraphs 51 and 52 are used.

61. HABC and the Plaintiffs shall meet at least semi-annually to address any issues relating to the obligations set forth in the Bailey Consent Decree and Supplemental Decree.

62. For the duration of this Supplemental Decree, HABC shall preserve all records that are the source of, contain, or relate to any of the information pertinent to the obligations under this Supplemental Decree for a period of three years from the date of each report. Upon reasonable notice, HABC shall permit the United States and the Maryland Disability Law Center to inspect and copy all such documents, or upon request by the United States and/or the Maryland Disability Law Center, the HABC shall provide copies of such documents.

63. For the duration of this Supplemental Decree, HABC shall notify counsel for the United States and the Maryland Disability Law Center in writing within thirty (30) days of receipt of any complaint filed in a court of law or with an administrative agency against HABC, or, if known, any RAD Owner, or against HABC's, or, if known, any RAD Owner's employees or agents, regarding discrimination based on disability in any RAD Property. The notification shall include the full details of the complaint, and as to DOJ, the notification shall also include the complainant's name, address, and telephone number. HABC shall timely provide the United

States and the Maryland Disability Law Center information about the resolution of such complaints as is reasonably known by HABC and unless prohibited by law.

**SECTION XI: SCOPE AND DURATION**

64. The Supplemental Decree is incorporated into and made a part of the Bailey Consent Decree, which became effective on December 20, 2004.

65. The provisions of this Supplemental Decree shall apply to HABC, which includes its officers, agents, employees, successors and assigns, all persons and entities acting in active concert or participation with any of them, and all persons and entities over whom HABC exercises control with respect to the terms in this Supplemental Decree.

66. Except as specifically stated in this Supplemental Decree, the terms of the Bailey Consent Decree are not modified and remain in full force and effect.

67. The provisions in this Supplemental Decree shall remain in effect for the time period specified in the Supplemental Decree or until all the provisions are satisfied.

68. The provisions of Section XIII of the Bailey Consent Decree, Monitoring and Enforcement by Private Plaintiffs, apply until all provisions of the Bailey Consent Decree and this Supplemental Decree are satisfied.

69. The Court shall retain jurisdiction for the duration of this Supplemental Decree to enforce the terms thereof until all obligations are satisfied. The United States or the Maryland Disability Law Center may move the Court to extend the duration of the Bailey Consent Decree and Supplemental Decree in the event of non-compliance with its terms or as the interests of justice may otherwise require.



70. By consenting to entry of this Supplemental Decree, the parties agree that in the event the HABC engages in any future violation(s) of the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, or Title II of the Americans with Disabilities Act, such violation(s) shall constitute a “subsequent violation” pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

## **SECTION XII: REMEDIES FOR NON-COMPLIANCE**

71. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Supplemental Decree prior to bringing such matters to the Court for resolution.

72. In the event the United States and/or the Maryland Disability Law Center contends that there has been a failure by HABC whether willful or otherwise, to perform in a timely manner any act required by this Supplemental Decree or otherwise to act in conformance with any provision thereof, the United States and/or the Maryland Disability Law Center may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of damages, costs, and reasonable attorneys’ fees which may have been occasioned by the violation or failure to perform.

## **SECTION XIII: MODIFICATIONS OF SUPPLEMENTAL DECREE**

73. The terms and provisions of this Supplemental Decree may not be modified except upon written agreement of the parties. If modification negotiations occur, the parties shall keep confidential and privileged all matters that are part of any such discussions or negotiations, including communications with experts and any expert reports.

74. The persons whose signatures appear below are authorized to bind the parties to this Supplemental Decree.

IT IS SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Honorable Judge Frederick Motz  
United States District Judge

**Dated:** October 26, 2015

Respectfully submitted,

*For the Plaintiff United States*

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United States Attorney  
District of Maryland

VANITA GUPTA  
Principal Deputy Assistant Attorney General  
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\_\_\_\_\_/s/  
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**EXHIBIT LIST**

- |           |   |
|-----------|---|
| Exhibit 1 | Other Criteria for Hollander Ten Additional Units [¶19]         |
| Exhibit 2 | 500 PBV Units [¶¶22, 23, 25]                                    |
| Exhibit 3 | UFAS-compliant Units Produced and To Be Produced [¶¶26, 27]     |
| Exhibit 4 | List of UFAS and Near UFAS-compliant Units [¶31]                |
| Exhibit 5 | RAD LTA Criteria [¶¶8, 33.d.]                                   |
| Exhibit 6 | Reasonable Accommodation Information [¶¶33.f., 50]              |
| Exhibit 7 | Reasonable Accommodation Survey Tool - Short Form [¶¶ 33.f, 50] |
| Exhibit 8 | Certification Regarding Terms in the RAD Agreements [¶58.a.]    |

# Exhibit 1

*Bailey v. Housing Authority of Baltimore City, 02-CV-225*

*United States of America v. Housing Authority of Baltimore City, 04-CV-03107*

**EXHIBIT 1**

**OTHER CRITERIA FOR HOLLANDER TEN ADDITIONAL UNITS**

**A. Location of units.**

The ten one bedroom Additional Hollander Ridge Units will be placed in neighborhoods that are consistent with the terms of the Thompson RFP for the 100 Hollander Ridge Units, or that are in neighborhoods that have the following characteristics: less than 20% poverty; good transit access (within one half a mile); reasonable proximity to grocery store (15 minutes by transit); no more than 3 vacant properties on the block; no vacant buildings on either side of the building.

**B. Exceptions to location restriction.**

1. The requirement that the property be located in a neighborhood that is less than 20% poverty is waived for the following neighborhoods: University of Maryland; Mount Vernon; Mid-town Belvedere; Charles North; Bolton Hill; Charles Village; Oakenshawe; Johns Hopkins Homewood; Tuscany-Canterbury; Guilford; Ridgley's Delight; Fells Point; Upper Fells Point; Butcher's Hill; Patterson Park; and Little Italy.
2. If HABC identifies a proposed location for any of the Additional Hollander Ridge Units that does not meet the above criteria but HABC believes the property location nonetheless offers a good opportunity for residents, HABC may submit the proposed location to Plaintiffs. Plaintiffs agree to review the property and to provide written objection or consent to HABC within a week of receipt of notice of the proposed property location. HABC agrees to only use such proposed property location with agreement of the Plaintiffs.

**C. Integration of units.**

The development of the one bedroom units should not be concentrated and should be integrated into the community, similar to the development of other scattered site units developed through the Hollander Ridge project. However, as the parties are uncertain what properties may be identified and available for one-bedroom units in townhouses, duplexes or single family homes, there may be more concentration of the one bedroom units than other larger size bedroom units. The parties agree there is a preference not to have more than four units at one location. HABC will notify Plaintiffs if a building with five or more one bedroom units is proposed and will obtain approval of the Plaintiffs for any such development.

**D. Funding.**

The parties agree that up to one million dollars of HAP/HOME funds that would have been set aside for development of units under the Bailey Decree may be used at HABC's discretion to develop 10 of the Additional Hollander ridge Units under this agreement.

**EXHIBIT 1**

**OTHER CRITERIA FOR HOLLANDER TEN ADDITIONAL UNITS**

**E. Mobility services.**

The parties agree that there will be a mobility services offered to families who are eligible to lease the 10 Additional Hollander Ridge Units. The services for such mobility program will be at least comparable to the services set forth in paragraph 62 (g) of the Consent Decree for the Enhanced Leasing Assistance Program.



## Exhibit 2

*Bailey v. Housing Authority of Baltimore City, 02-CV-225*

*United States of America v. Housing Authority of Baltimore City, 04-CV-03107*

**Exhibit 2 - 500 PBV Units**

Project	Developer/ Owner	NEDs Categorization	Date Completed/ Target Date	Development Stage	Total NEDs (#)	NEDs Leased (#)	Constructed & Occupied	In Process
Section 2 - 500 Project Based Voucher Units								
<b>CURRENT PROJECTS</b>								
18 West Road	CHA	500 PBV	08/01/11	Complete	10	10	10	0
Hilton North/Gateway North	Hilton - North Avenue Limited Partnership (Kevin Bell)	500 PBV	08/01/13	Complete and Certified	11	11	11	0
New Shiloh (Offsite)	Bon Secours/Enterprise	500 PBV	09/07/07	Commitment	8	0	0	6
903 Gorsuch	Brick by Brick (Campo's)	500 PBV	06/01/11	Complete	2	2	2	0
Artaban Town Homes	Blue Ocean	500 PBV	06/01/12	Complete	14	14	14	0
Artisans Walk (City Arts)	TRF Development	500 PBV	12/20/10	Complete	12	12	12	0
Ashland Commons	Shelter	500 PBV	12/07/07	Complete	12	12	12	0
Belvieu Gardens	Blue Ocean	500 PBV	01/01/12	Complete	10	10	10	0
CHA Scattered	CHA	500 PBV	01/01/03	Complete	15	15	15	0
Cherrydale	Enterprise	500 PBV	06/30/09	Complete	32	21	21	11
Clare Court	Homes for America	500 PBV	Completed	Complete	0	0	0	0
Clarks Lane Garden Apartments	ABC Management	500 PBV	01/01/12	Complete	6	6	6	0
Coleman Manor	Homes for America	500 PBV	06/06/08	Complete	8	8	8	0
Dominion Group - NEDs Units	Dominion Group	500 PBV	02/15/10	Complete	3	3	3	0
Har Sinai/House Weinberg East	Homes for America, CHAI, and HFA Community Housing Development, Inc.	500 PBV	09/01/09	Complete	30	26	26	4
Irvington Woods	VOA	500 PBV	Completed	Complete	11	10	10	1
Jbyrd Properties (Windsor Mill)	Jbyrd	500 PBV	07/01/10	Complete	3	3	3	0
Millford Station	Blue Ocean	500 PBV	04/01/11	Complete	6	6	6	0
Parktown Apartments/ Cason Arms	Episcopal Housing/ I Can't We Can	500 PBV	03/08/08	Complete	8	8	8	0
Saint Stephen's Court	Episcopal Housing Corporation	500 PBV	12/20/11	Complete	15	7	7	8
Seminole	Blue Ocean	500 PBV	04/01/12	Complete	6	6	6	0
St. Dominic's (John Manley House)	Homes for America	500 PBV	03/30/10	Complete	5	5	5	0
Stadium Place at Ednor Gardens (Offsite)	GEDCO/Enterprise	500 PBV	12/01/08	Complete	13	7	7	6
Symphony Homes @ Purdue	Blue Ocean	500 PBV	01/01/12	Complete	6	6	6	0
Union Rowe Apartments	AHC	500 PBV	03/01/12	Complete and Certified	11	4	4	7
Wayland Village	WBC CDC/Bon Soecurs	500 PBV	03/31/11	Complete	14	14	14	0
Penn Square	Penn North Partners, LLP	500 PBV	08/01/11	Complete and Certified	14	14	14	0
Poppleton II (Poppleton Coop)	Hampstead	500 PBV	02/22/12	Complete and Certified	18	11	11	7
2301 North Charles St	CHA	500 PBV	01/01/13	Complete	7	7	7	0
Clarkview Apartments	Blue Ocean	500 PBV	02/01/13	Complete	8	8	8	0
Lillian Jones (Johnston Sq.)	French Company/ Empire	500 PBV	04/05/13	Complete and Certified	14	14	14	0
M on Madison	HTA Development	500 PBV	10/12/12	Complete	23	23	23	0
Mount Royal (#1512)	Empire Homes	500 PBV	11/01/12	Complete	5	5	5	0
The Greens at Irvington Mews Senior Apts	Enterprise	500 PBV	12/31/12	Complete	20	20	20	0
Uplands - Phase I Rental	Pennrose	500 PBV	08/12/12	Complete and Certified	16	16	16	0

## Exhibit 2 - 500 PBV Units

Project	Developer/ Owner	NEDs Categorization	Date Complete/ Target Date	Development Stage	Total NEDs (#)	NEDs Leased (#)	Constructed & Occupied	In Process
Columbus School	Columbus School Limited Partnership (Kevin Bell)	500 PBV	11/30/13	Complete	8	8	8	0
Fells Point Station	Fells Point Station, LLC (The Henson Development Company)	500 PBV	02/01/14	Complete	6	6	6	0
PEP NSP (Parkwood)	PEP	500 PBV	04/15/13	Complete	3	3	3	0
Orchard Ridge IV	Pennrose	500 PBV	06/30/14	Complete	14	14	14	0
Manor South	CHAI	500 PBV	12/15/14	Complete	14	14	14	0
HABC Scattered Site Properties (Calvert)	Empire Homes	500 PBV	08/01/14	Complete	18	17	17	1
Baltimore Community Development, LLC (214 East Biddle)	Baltimore Community Development, LLC (Eugene Poverni)	500 PBV	03/01/15	Complete	5	5	5	0
Gibbons Apartments	Unity Properties	500 PBV	10/01/16	Construction	12	0	0	12
Mulberry at Park	Enterprise	500 PBV	10/01/16	Construction	11	0	0	11
Brexton Chase Residences	Poverni Ventures LLC	500 PBV	10/01/15	Construction	7	0	0	7
Dorchester Residences	Poverni Ventures LLC	500 PBV	05/01/15	Construction	10	0	0	10
<b>SUBTOTAL 500 PBV</b>					<b>502</b>	<b>411</b>	<b>411</b>	<b>91</b>
<b>FUTURE PROJECTS</b>								
4227 Frederick Ave	CHA	500 PBV	10/01/15	Reserved	9	0	0	9
Uplands - Phase II Rental	Pennrose	500 PBV	TBD	Projected	12	0	0	12
City Arts II	Homes for America	500 PBV	TBD	Reserved	12	0	0	12
O'Donnell (Phase IB)	Michael's Group/GB-AHC	500 PBV	12/01/15	Projected	11	0	0	11
20 E. Franklin	Osprey Property Company LLC	500 PBV	12/01/16	Reserved	7	0	0	7
Orchard Ridge V	Pennrose	500 PBV	12/01/16	Reserved	10	0	0	10
Falstaff	CHAI	500 PBV	TBD	Reserved	2	0	0	2
<b>SUBTOTAL FUTURE PBV</b>					<b>63</b>	<b>0</b>	<b>0</b>	<b>63</b>
<b>TOTALS PBV</b>					<b>565</b>	<b>411</b>	<b>411</b>	<b>154</b>

## Development Stage Definitions -

Projected - Application for funding not submitted.

Pipeline - Application for funding submitted; no decision made on the application.

Reserved - Funds for the project committed.

Construction - Financing closed and under construction.

Complete - Construction finished (No Bailey UFAS units).

Complete and Certified - Construction finished and Bailey UFAS requirements certified.

Complete but not Certified - Unit construction finished, but Bailey UFAS requirements not certified.

# Exhibit 3

*Bailey v. Housing Authority of Baltimore City, 02-CV-225*

*United States of America v. Housing Authority of Baltimore City, 04-CV-03107*

Section III-Scattered Site (Shared Between ECI and P&D)											
2933 Woodland Ave (ECI)	1	0	0	1	0	0	0	0	1	1	
2935 Woodland Ave (ECI)	1	0	0	1	0	0	0	0	1	1	
1818 N. Broadway (ECI)	1	1	0	0	0	0	0	0	1	1	
1825 W. Pratt Street (ECI)	1	1	0	0	0	0	0	0	1	1	
700 20th Street (ECI)	1	1	0	0	0	0	0	0	1	1	

**EXHIBIT 3****UFAS-Compliant Units Produced And To Be Produced**

Site #	Development	UFAS Units Counted toward 756	1 BR	1 BR convertible <sup>1</sup>	2 BR	3 BR	4 BR	5 BR	6 BR	Total	Units Certified As of 8/31/15
	2227 W. Baltimore Street (ECI)	1	1	0	0	0	0	0	0	1	1
	513 Bloom Street (ECI)	1	0	0	0	1	0	0	0	1	1
	515 Bloom Street (ECI)	1	0	0	0	0	1	0	0	1	1
	2552 McHenry Street (ECI)	1	0	0	1	0	0	0	0	1	1
	1815 W Pratt St (ECI)	1	0	0	1	0	0	0	0	1	1
	1301 Glyndon Ave (ECI)	1	0	0	1	0	0	0	0	1	1
	2331 Jefferson Street (ECI)	1	0	0	1	0	0	0	0	1	1
	2400 E Chase St (ECI)	1	0	0	1	0	0	0	0	1	1
	811 N Caroline St (ECI)	1	0	0	0	1	0	0	0	1	1
	819 N Caroline St (ECI)	1	0	0	0	1	0	0	0	1	1
	St. Ambrose - 5300 Grindon Ave (P & D)	1	0	0	1	0	0	0	0	1	1
	St. Ambrose - 5608 Knell Ave (P & D)	1	0	0	0	1	0	0	0	1	1
	Reservoir Hill (P & D) - 2208 Callow Ave	1	1	0	0	0	0	0	0	1	1
	Reservoir Hill (P & D) - 2426 Callow Ave	1	1	0	0	0	0	0	0	1	1
	Reservoir Hill (P & D) - 2210 Callow Ave	1	1	0	0	0	0	0	0	1	1
	Reservoir Hill (P & D) - 2408 Callow Ave	1	1	0	0	0	0	0	0	1	1
	Reservoir Hill (P & D) - 2416 Callow Ave	1	1	0	0	0	0	0	0	1	1
	Reservoir Hill (P & D) - 2300 Callow Ave	1	1	0	0	0	0	0	0	1	1
	Reservoir Hill (P & D) - 800 Reservoir St	1	0	0	0	1	0	0	0	1	1
	West Hills Sq (P & D) - 4901 Alson #102	1	1	0	0	0	0	0	0	1	1
	West Hills Sq (P & D) - 4903 Alson #101	1	1	0	0	0	0	0	0	1	1
	West Hills Sq (P & D) - 704 Cooks Lane	1	0	0	0	1	0	0	0	1	1
	Homes of Arundel- 117 E Lafayette Ave, Unit A (	1	1	0	0	0	0	0	0	1	1
	838 E. Preston St. (P & D)	1	0	0	0	1	0	0	0	1	1
	1107 Race St., Apt. 1 (P & D)	1	1	0	0	0	0	0	0	1	1
	8715 Richmond Ave (P & D)	1	0	0	0	0	1	0	0	1	1
	<b>Subtotal</b>	<b>31</b>	<b>14</b>	<b>0</b>	<b>8</b>	<b>7</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>31</b>	<b>31</b>
<b>TOTAL UNITS CERTIFIED</b>		<b>708</b>	<b>292</b>	<b>67</b>	<b>181</b>	<b>121</b>	<b>35</b>	<b>6</b>	<b>6</b>	<b>708</b>	<b>708</b>

Notes: 1. 1 BR convertible unit. Converts into a 2 BR unit to house a live-in aide.

2. Lakeview has 2 UFAS units that are studios. DOJ has approved of the units at Lakeview.

PLANNED UNITS												
Site #	Development	UFAS Units Counted toward 756	1 BR	1 BR convertible <sup>1</sup>	2 BR	3 BR	4 BR	5 BR	6 BR	Total	Units Certified As of 8/31/15	Anticipated Completion Date
	Orchard Ridge Phase IV (P&D NC)	6	0	0	3	3	0	0	0	6	0	December 2015
	Penn Square II (P&D New Construction)	3	0	0	0	3	0	0	0	3	0	December 2015
	Poppleton III (P&D New Construction)	3	0	0	1	2	0	0	0	3	0	October 2015
	SS Lots Phase II B (P&D New Construction)	5	0	0	0	2	3	0	0	5	0	October 2015
	SS Lots Phase III (Kossuth & Garrison)	6	0	0	3	3	0	0	0	6	0	December 2015
	City Arts 2	3	0	0	3	0	0	0	0	3	0	June 2016
	Gibbons Apartments	8	0	0	4	4	0	0	0	8	0	October 2016
	Mulberry at Park	8	0	0	2	6	0	0	0	8	0	October 2016
	Fallstaff	1	0	0	0	1	0	0	0	1	0	December 2016
	Orchard Ridge V	6	0	0	0	5	1	0	0	6	0	December 2016
	Bardley Phase III (P&D New Construction)	3	0	0	0	3	0	0	0	3	0	December 2016
	TOTAL UNITS PLANNED	52	0	0	16	32	4	0	0	52	0	
TOTAL UNITS CERTIFIED		708	292	67	181	121	35	6	6	708	708	

<b>TOTAL UNITS CERTIFIED AND PLANNED</b>	<b>760</b>	<b>292</b>	<b>67</b>	<b>197</b>	<b>153</b>	<b>39</b>	<b>6</b>	<b>6</b>	<b>760</b>
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<b>REQUIRED BY CONSENT DECREE</b>	<b>756</b>	<b>289</b>	<b>67</b>	<b>194</b>	<b>154</b>	<b>40</b>	<b>6</b>	<b>6</b>	<b>756</b>
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<b>UNITS TO BE CREATED</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>0</b>
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<b>EXTRA UNITS</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>
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POSSIBLE UNITS AFTER 2015									
	North Avenue Gateway II	4				4			4
	O'Donnell Phase 1B (P&D New Construction)	4			1	2	1		4
	5000 Gwynn Oak	2				1	1		2
	Uplands Phase II (P&D New Construction)	4				4			4
	<b>TOTAL</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>11</b>	<b>2</b>	<b>0</b>	<b>14</b>

# Exhibit 4

*Bailey v. Housing Authority of Baltimore City, 02-CV-225*

*United States of America v. Housing Authority of Baltimore City, 04-CV-03107*

**EXHIBIT 4 - LIST OF UFAS AND NEAR UFAS-COMPLIANT UNITS****RENTAL ASSISTANCE DEMONSTRATION DEVELOPMENTS  
UFAS UNITS****Allendale**

	<b>Address</b>	<b>Bedroom Size</b>	<b>Date of Cert</b>
1		1	6/7/07
2		1	6/7/07
3		1	6/7/07
4		1	6/7/07
5		1	6/7/07
6		1	6/7/07

**Arbor Oaks**

	<b>Address</b>	<b>Bedroom Size</b>	<b>Date of Cert</b>
1		1	10/23/12
2		1	10/23/12
3		2	10/23/12
4		1	10/23/12

**Bel-Park**

	<b>Address</b>	<b>Bedroom Size</b>	<b>Date of Cert</b>
1		1C	7/21/05
2		1C	7/21/05
3		1	11/4/05
4		1	11/4/05
5		1C	7/21/05
6		1C	7/21/05
7		1C	7/21/05
8		1C	7/21/05
9		1	11/4/05
10		1	11/4/05
11		1C	7/21/05
12		1C	7/21/05
13		1C	7/21/05
14		1C	7/21/05
15		1	11/4/05
16		1	11/4/05
17		1C	7/21/05
18		1C	11/3/05
19		1C	7/21/05
20		1C	7/21/05
21		1	11/4/05
22		1	11/4/05
23		1C	7/21/05
24		1C	7/21/05
25		1C	7/21/05
26		1C	7/21/05
27		1C	7/21/05
28		1C	7/21/05
29		1C	7/21/05



**BE Mason**

	Address	Bedroom Size	Date of Cert
1		1	11/20/07
2		1	11/20/07
3		1	11/20/07
4		1	11/20/07
5		1	11/20/07
6		1	11/20/07
7		1	11/20/07
8		1	11/20/07
9		1	11/21/07
10		1	11/21/07
11		1	11/21/07
12		1	11/21/07
13		1	11/21/07
14		1	11/21/07
15		1	2/26/08
16		1	2/26/08
17		1	2/7/08
18		1	2/7/08
19		1	2/7/08
20		1	2/7/08

**Brentwood**

	Address	Bedroom Size	Date of Cert
1		1	11/29/06
2		1	11/29/06
3		1	11/29/06
4		1	11/29/06
5		1	11/29/06
6		1	11/29/06
7		1	11/29/06

**Chase House**

	Address	Bedroom Size	Date of Cert
1		1	12/15/05
2		1	12/15/05
3		1	12/15/05
4		1	12/15/05
5		1	12/15/05
6		1	12/8/05
7		1	12/8/05
8		1	12/8/05
9		1	12/8/05
10		1	12/8/05
11		1	12/8/05
12		1	12/8/05
13		1	11/18/05
14		1	11/18/05
15		1	11/18/05
16		1	11/18/05

**Ellerslie**

	Address	Bedroom Size	Date of Cert
1		1	12/1/06
2		1	12/1/06
3		1	12/1/06
4		1	12/1/06
5		1	12/1/06
6		1	12/1/06
7		1	12/8/06
8		1	12/8/06
9		1	12/8/06
10		1	12/8/06
11		1	12/8/06
12		1	12/8/06
13		1	12/14/06
14		1	12/14/06
15		1	12/14/06
16		1	12/14/06

**Govans Manor**

	Address	Bedroom Size	Date of Cert
1		1C	10/12/06
2		1C	10/12/06
3		1C	10/12/06
4		1C	10/12/06
5		1C	10/12/06
6		1C	10/12/06
7		1C	10/12/06
8		1	10/12/06

**Heritage Crossing**

	Address	Bedroom Size	Date of Cert
1		2	12/20/06
2		1	12/20/06
3		4	1/4/07
4		3	12/19/07

**Hollins House**

	Address	Bedroom Size	Date of Cert
1		1	11/29/06
2		1	12/7/06
3		1	12/7/06
4		1	12/7/06
5		1	12/7/06
6		1	12/7/06
7		1	12/7/06
8		1	12/7/06
9		1	12/7/06
10		1	12/7/06
11		1	12/7/06
12		1	12/7/06

**J. Van Story, Sr. (Formerly West Twenty)**

	Address	Bedroom Size	Date of Cert
1		1	8/10/06
2		1	8/10/06
3		1	8/10/06
4		1	8/10/06
5		1	8/10/06
6		1	8/10/06
7		1	8/10/06
8		1	10/12/06
9		1	10/12/06
10		1	10/12/06
11		1	10/12/06
12		1	10/12/06
13		1	10/12/06
14		1	10/12/06
15		1	10/12/06
16		1	10/12/06
17		1	10/12/06
18		1	10/25/06
19		1	10/25/06
20		1	10/25/06
21		1	10/25/06
22		1	10/25/06
23		1	10/25/06
24		1	10/25/06
25		1	11/9/06
26		1	11/9/06
27		1	11/9/06
28		1	11/9/06
29		1	11/29/06
30		1	11/29/06
31		1	11/29/06
32		1	11/29/06
33		1	11/29/06
34		1	11/29/06

**Lakeview Extension**

	Address	Bedroom Size	Date of Cert
1		1	8/26/04
2		1	8/26/04
3		1	8/26/04
4		1	8/26/04
5		1	8/26/04
6		1	8/26/04
7		1	8/26/04
8		1	8/26/04
9		1	8/26/04
10		1	8/26/04

	Address	Bedroom Size	Date of Cert
11		1	8/26/04
12		1	8/26/04

**Lakeview Tower**

	Address	Bedroom Size	Date of Cert
1		1	8/26/04
2		1	8/26/04
3		1	8/26/04
4		1	8/26/04
5		1C	8/26/04
6		1	8/26/04
7		1	8/26/04
8		1	8/26/04
9		1	8/26/04

**McCulloh High Rise**

	Address	Bedroom Size	Date of Cert
1		1	8/30/05
2		1	8/30/05
3		1	8/30/05
4		1	8/30/05
5		1	8/30/05
6		1	8/30/05
7		1	8/30/05
8		1	8/30/05
9		1	8/30/05
10		1	8/30/05
11		1	8/30/05
12		1	8/30/05
13		1	8/30/05
14		1	8/30/05
15		1	8/30/05
16		1	8/30/05
17		1	7/21/05
18		1	6/10/05
19		1	7/21/05
20		1	7/21/05
21		1	7/21/05
22		1	7/21/05
23		1	7/21/05
24		1	7/21/05
25		1C	7/21/05
26		1C	7/21/05
27		1C	7/21/05
28		1C	7/21/05
29		1C	7/21/05
30		1C	7/21/05
31		1C	6/10/05
32		1C	6/10/05
33		1C	6/10/05
34		1C	6/10/05
35		1C	6/10/05

	Address	Bedroom Size	Date of Cert
36		1C	6/10/05
37		1C	6/10/05
38		1C	6/10/05
39		1C	6/10/05
40		1C	6/10/05
41		1C	6/10/05
42		1C	6/10/05
43		1C	6/10/05
44		1C	6/10/05

**Monument East**

	Address	Bedroom Size	Date of Cert
1		1C	10/7/05
2		1C	10/7/05
3		1C	9/20/05
4		1C	8/17/05
5		1C	8/17/05
6		1C	6/10/05
7		1C	6/10/05
8		1C	6/10/05
9		1C	6/10/05
10		1C	6/10/05
11		1C	9/20/05
12		1	9/20/05
13		1C	4/26/05
14		1	4/26/05
15		1C	4/26/05
16		1	4/26/05
17		1C	4/26/05
18		1	4/26/05
19		1C	4/26/05
20		1	4/26/05
21		1C	4/26/05
22		1	4/26/05
23		1C	10/7/05
24		1	10/7/05

**Pleasant View Gardens**

	Address	Bedroom Size	Date of Cert
1		2	11/29/05
2		2	4/21/06
3		2	6/16/06
4		2	6/16/06
5		2	6/16/06
6		4	10/13/06
7		2	11/29/06
8		2	11/29/06
9		3	12/14/06
10		3	12/20/06
11		3	12/20/06
12		2	12/20/06
13		2	12/20/06

**Pleasant View Gardens Sr. Building**

	Address	Bedroom Size	Date of Cert
1		1	11/17/05
2		1	11/17/05
3		1	11/17/05
4		1	11/17/05
5		1	11/17/05
6		1	11/17/05
7		1	11/17/05
8		1	11/17/05
9		1	11/17/05
10		1	11/17/05
11		1	11/17/05
12		1	11/17/05

**Primrose**

	Address	Bedroom Size	Date of Cert
1		1	10/18/07

**Rosemont Tower**

	Address	Bedroom Size	Date of Cert
1		1	9/27/05
2		1	9/27/05
3		1	9/27/05
4		1	9/27/05
5		1	9/27/05
6		1	9/27/05
7		1	10/28/04
8		1	10/28/04
9		1	10/28/04
10		1	10/28/04
11		1	10/28/04
12		1	10/28/04
13		1	10/28/04
14		1	10/28/04
15		1	10/28/04
16		1	10/28/04
17		1	10/28/04
18		1	10/28/04
19		1	10/28/04
20		1	10/28/04
21		1	10/28/04

**Senior Terraces Apartment Building**

	Address	Bedroom Size	Date of Cert
1		1	12/20/06
2		1	12/20/06
3		1	12/20/06
4		1	12/20/06

**The Townes at the Terraces**

	Address	Bedroom Size	Date of Cert
1		3 BR	5/16/06
2		3 BR	5/16/06
3		3 BR	5/16/06
4		3 BR	5/16/06
5		2 BR	5/16/06
6		2 BR	5/16/06
7		2 BR	5/16/06
8		2 BR	5/16/06
9		3 BR	5/16/06
10		4 BR	5/16/06
11		3 BR	12/20/06

**Wyman House**

	Address	Bedroom Size	Date of Cert
1.		1	6/28/07
2.		1	6/28/07
3.		1	6/28/07
4.		1	6/28/07
5.		1	6/28/07
6.		1	6/28/07
7.		1	6/28/07
8.		1	6/28/07
9.		1	6/28/07

**RENTAL ASSISTANCE DEMONSTRATION DEVELOPMENTS  
NEAR UFAS UNITS**

**Allendale**

	Address	Bedroom Size	Date of Cert
1		1	8/16/05
2		1	8/16/05
3		1	8/16/05
4		1	8/16/05
5		1	8/16/05
6		1	8/16/05
7		1	8/16/05
8		1	8/16/05
9		1	8/16/05
10		1	8/16/05
11		1	8/16/05

**Hollins House**

	Address	Bedroom Size	Date of Cert
1		1	10/7/05

**McCulloh High Rise**

	Address	Bedroom Size	Date of Cert
1		0	11/4/05
2		0	11/4/05
3		0	11/4/05
4		0	11/17/05
5		1	11/17/05
6		0	11/17/05
7		0	11/17/05
8		0	11/17/05
9		0	11/17/05
10		1	11/29/05
11		1	11/29/05
12		1	11/29/05
13		1	11/29/05
14		1	11/29/05
15		0	11/29/05
16		1	11/29/05
17		0	11/29/05

**Monument East**

	Address	Bedroom Size	Date of Cert
1		1	6/10/05
2		1	6/10/05
3		1	6/10/05
4		1	6/10/05
5		1	6/10/05
6		1	8/17/05
7		1	8/17/05



	Address	Bedroom Size	Date of Cert
8		1	9/20/05
9		1	10/7/05
10		1	10/7/05

**Primrose**

	Address	Bedroom Size	Date of Cert
1		1	8/16/05
2		1	8/16/05
3		1	8/16/05
4		1	10/7/05
5		1	10/7/05
6		1	10/7/05
7		1	10/7/05
8		1	10/7/05
9		1	10/7/05
10		1	10/7/05
11		1	10/7/05
12		1	11/18/05
13		1	11/18/05

# Exhibit 5

*Bailey v. Housing Authority of Baltimore City, 02-CV-225*

*United States of America v. Housing Authority of Baltimore City, 04-CV-03107*

EXHIBIT 5 - RAD LTA CRITERIA

**HOUSING AUTHORITY OF BALTIMORE CITY**

**LONG TERM AFFORDABLE CRITERIA  
APPLICABLE TO UNITS AT THE SITES  
UNDER THE RENTAL ASSISTANCE DEMONSTRATION**

This document known as the “Long Term Affordable Criteria Applicable to Units at the Sites under the Rental Assistance Demonstration” or LTA Criteria sets forth the requirements for applicants for, and residents in, units under a Housing Assistance Payment Contract for project based rental assistance (“**PBRA Units**”) at the housing development under the Rental Assistance Demonstration (the “**RAD Site**” or “**RAD Sites**”). The Owner and Management Agent shall not change any of the requirements set forth in this document without written approval from the Housing Authority of Baltimore City (“**HABC**”).

The PBRA Units will also be operated in accordance with all standing and subsequent guidance from the U.S. Department of Housing and Urban Development, Office of Housing (“**HUD**”), with the exception of provisions explicitly described in PIH Notice 2012-32 Rev-2 or as explicitly permitted by a HUD waiver.

**1. DEFINITIONS**

- (a) **Applicant** – shall mean a household (including the head of household and all other family members) on HABC’s waiting list for public housing.
- (b) **“Family”** is defined as including, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
  - (1) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
  - (2) A group of persons residing together, and such group includes, but is not limited to:
    - (i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
    - (ii) An elderly family;
    - (iii) A near-elderly family;
    - (iv) A disabled family;
    - (v) A displaced family; and
    - (vi) The remaining member of a tenant family.
- (c) **“Long Term Affordable units”** or “**LTA units**” shall mean those PBRA Units that are leased to residents and Applicants referred from HABC’s public housing and/or transfer waiting lists. The Applicants for, and residents in, these PBRA Units have the rights, privileges and benefits comparable to HABC’s public housing residents or applicants as set forth in this LTA Criteria, and residents in the PBRA Units shall pay no more than 30% of their monthly adjusted income in rent. Notwithstanding the above, no minimum

income is required. UFAS units must be operated and maintained in accordance with the terms stated herein.

- (d) **“Management Agent”** means the company engaged to manage and operate the development on behalf of the Owner.
- (e) **“Non-elderly person with disabilities”** or **“NED”** as defined in the Bailey Consent Decree entered in Bailey v. Housing Authority of Baltimore City, JFM 02-CV-225; JFM-04-CV-03107, shall mean a family whose sole member, head of household, or head of household's spouse is a person with a disability who is under age sixty-two (62), and which is eligible for a one-bedroom public housing unit because a second bedroom is needed for disability-related reasons; and who is on HABC's waiting list. The definition of NED does not limit the outcome of the reasonable accommodations interactive process.
- (f) **“Owner”** refers to the entity which owns the RAD Site and which is responsible for ensuring the Management Agent complies with the admissions and leasing requirements for the LTA units.
- (g) **“Resident”** shall mean a household who leases an LTA unit under these criteria.
- (h) **“UFAS Unit”** shall mean the same as an Accessible Dwelling Unit as defined in the Uniform Federal Accessibility Standards (“UFAS”), and for purposes of this LTA Criteria shall be a unit certified by an architect approved by HABC as compliant with UFAS. Generally, a “UFAS Unit” or “UFAS Accessible Unit” is a unit that accommodates a person with mobility impairments. The HUD regulations at 24 CFR 8.22 (which apply in the case of the RAD conversion and planned rehabilitation work) sets forth a standard that a minimum of five percent (5%) of the total dwelling units be accessible for persons with mobility impairments. The same rule provides a cross-reference to 24 CFR 8.32 (application of UFAS). The term “Accessible Dwelling Unit” is defined in UFAS.
- (i) **“Violent Criminal Activity”** means any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. 24 C.F.R. §5.100.

**2. DELETED.**

**3. SECURITY DEPOSIT; APPLICATION OR OTHER FEES**

The amount of the security deposit will be equal to one month's rent, or Fifty Dollars (\$50.00), whichever is lower. The Agent will establish a payment plan for payment of the security deposit in the event of a documented hardship situation.

Applicants will not be charged an application fee. Additionally, Applicants will not be charged any fee for credit or criminal background checks.

#### **4. SCREENING CRITERIA**

(a) An Applicant may be screened for credit and criminal background according to the detailed screening process set forth in Section 4.1 below. Lack of credit history will not be sufficient justification for rejection of an Applicant.

(b) The Owner and Management Agent shall not establish any site based waiting list for the PBRA RAD Site. The Owner and Management Agent must lease the PBRA Units to eligible Applicants referred from HABC's public housing waiting lists.

(c) The Owner and Management Agent shall not re-screen current public housing tenants or tenants from other RAD Sites who: (i) are in good standing, (ii) meet the income-eligibility requirements for the RAD PBRA Unit, and (iii) are approved for a reasonable accommodation or immediate needs transfer to a RAD Site.

#### **4.1. DETAILED SCREENING PROCESS**

- (a) Credit and criminal background reports may be evaluated through a third-party screening company using the criteria set forth in 4.1.1. and 4.1.2 below.
- (b) Rental history may be verified up to the past three years.
- (c) Applicants may be rejected for any of the following reasons: Agent or other acceptable references indicates a history of lease violations, including but not limited to repeated judgments for failure to pay rent, chronic late rental payments (more than four (4) late rental payments within a twelve (12) month period), prior eviction(s), history of public disturbances, damage to living unit or property of others, physical and/or verbal attacks on others, history of poor or unsatisfactory housekeeping or any other behavior that would have a substantial adverse impact upon the health, safety or peaceful enjoyment of other Residents, members of the community or Management Agent personnel at the RAD Site.

##### **4.1.1. Credit Screening Criteria**

##### **(a) Credit Information.**

The criteria for determining an Applicant's eligibility based on credit screening are set forth hereunder. Applicants may be denied eligibility if they have a history of not meeting past financial obligations as demonstrated by the following:

- More than four (4) late rental payments within a twelve (12) month period only if the Applicant leased a dwelling unit that received continuous direct rental assistance subsidy that provided for the Applicant to pay no more than thirty percent (30%) of his or her income during the Applicant's tenancy.

- Unsatisfied collections, charge-offs, or judgments in the past 24 months totaling more than \$3,000 in the aggregate.

Notwithstanding evidence of difficulty meeting past financial obligations, Applicants will be favorably considered if their poor payment history relates to:

- Medical debts
- Student loans

Applicants will not be denied eligibility solely on the basis of bankruptcy.

Other credit issues such as unsatisfied collections, charge-offs, judgments or liens will be reviewed in light of all the circumstances including evidence of the Applicant's limited disability benefits, prior lack of subsidized housing, illness or loss of Spouse, loss of primary support, etc. Such review may result in a favorable consideration for Applicant despite such credit issues. The housing application shall inform applicants that they have the opportunity to provide information about or to explain the circumstances for their poor credit history.

**(b) Pre-Denial Review**

The Owner shall provide Applicants the opportunity to discuss reasons for a poor credit history, mitigating circumstances or requests for reasonable accommodations prior to the Owner making a determination to deny the Applicant on the basis of credit. Said pre-denial review will not replace or eliminate the informal hearing process set forth in 10.1 below. Examples of extenuating circumstances that should result in a favorable review by the Owner/Agent include (but are not limited to):

- Applicants whose form of income is from Supplemental Security Income (SSI) or similar form of disability payment.
- Applicants whose previous housing payment was substantially disproportionate to the tenant portion of rent for which he or she will be responsible in the LTA Unit.
- Applicants with a documented/disclosed hardship that is not likely to repeat.

**4.1.2. Criminal Screening**

**(a) General.**

1. Denial of Eligibility. An Applicant will be denied eligibility for admission for any of the following reasons:
  - Any household member who has been convicted of drug-related criminal activity in connection with the manufacture or production of methamphetamine. This results in a lifetime ban from assisted housing.

- Any household member who is subject to a lifetime registration requirement under a State sex offender registration program.
  - Any household member who has been evicted for drug-related criminal activity within the prior three (3) years.
2. An Applicant may be denied eligibility for admission based upon the following:
- Public records, landlord references or criminal background checks indicate there is reasonable cause to believe that the Applicant and/or other household members have a history of violent criminal activity, violent behavior or alcohol or drug abuse that would threaten the health, safety, or right to peaceful enjoyment of the premises by other tenants.
  - Public records or criminal background checks indicate Applicant/or household member has been convicted of a drug-related offense, Violent Criminal Activity, or felony offense.

"Alcohol or drug abuse" means, including but not limited to:

- Evidence of a history or pattern of illegal substance abuse that the individual has, within the past three years, engaged in to justify a reasonable belief that the individual's behavior is current.
  - "Violent criminal activity" means, including but not limited to:
  - Evidence that the individual has, within the past three years, engaged in the behavior recently enough to justify a reasonable belief that the individual's behavior is current.
  - Any history or evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy by neighbors;
  - Any history of initiating threats or behaving in a manner indicating an intent to assault employees or other tenants.
3. Pending charges for any crime (not just those listed below) may be considered a cause for temporary denial of eligibility for admission. If the Applicant is temporarily denied admission because of the existence of a pending charge, the Applicant will maintain a priority order for occupancy of a PBRA Unit until disposition of the pending charge either (i) favorably, in which case the application process can continue, or (ii) unfavorably in which case the Applicant will be denied based on the criminal background screening criteria set forth herein.

**(b) Specific Felony Crimes**

The following felonies may subject new Applicants to a maximum seven (7) year exclusion period. The exclusion period is calculated from the date of conviction or release from incarceration, whichever is later. If Management Agent chooses to

utilize the maximum seven (7) year exclusion period to deny a new Applicant, the Applicant shall be notified that he or she may contact the tenant council at the RAD Site for assistance with appealing the Owner's decision in applying the seven (7) year exclusion period.

1. Felony Child Abuse
2. Sexual Abuse of a Minor except when crime results in conviction as a sex offender subject to a lifetime registration requirement, who, in such case, is prohibited from federally assisted housing.
3. Felony Arson
4. Malicious Burning of Personal Property ( First degree)
5. Burning with Intent to Defraud
6. Felony Assault Attempted Poisoning
7. Manufacture, Distribution or Possession with the Intent to Distribute of CDS (Controlled Dangerous Substances)
8. Damage to Associated Building when Charged as a Felony
9. Murder (all forms)
10. Attempted Murder (all forms)
11. Voluntary Manslaughter (all forms)
12. Homicide (all forms)
13. Kidnapping
14. Child Kidnapping
15. Abduction of Child Under 16
16. Robbery
17. Robbery with a Dangerous Weapon
18. Carjacking
19. Felony Sexual Crimes, except when crime results in conviction as a sex offender subject to a lifetime registration requirement, who, in such case, is prohibited from federally assisted housing.
20. Weapons Crimes - Felonies
21. Use of a Machine Gun in a Crime of Violence
22. Use of a Machine Gun for Aggressive Purposes
23. Manufacture or Possession of a Destructive Device

(c) **Other Felony Crimes**

An Applicant may be denied eligibility for admission due to convictions for other types of felony crimes for a maximum of three (3) years beginning on the date of conviction or the release from incarceration, whichever date is later.

(d) **Misdemeanor Crimes**

An Applicant may be denied eligibility for admission due to convictions for misdemeanor crimes for a maximum of eighteen (18) months beginning on the date of conviction or the release from incarceration, whichever date is later.



(e) **Confidentiality of Criminal Records**

Any criminal record received must be maintained confidentially, not misused or improperly disseminated.

(f) **Disclosure of Criminal Records to Family**

Before taking any adverse action based on a criminal conviction record, the Applicant and the subject of the record will be provided with a copy of the criminal record and an opportunity to dispute the record at an informal hearing.

**4.1.3. Other Reasons to Deny Eligibility**

Apart from the credit and criminal background screening criteria above, Applicants may be denied eligibility for the other following reasons:

- Applicant's household income must meet the Low Income Housing Tax Credit requirements for eligibility.
- Applicant fails to respond to a request for verification of information or for additional information within ten (10) working days of the written request from the Owner.
- Applicant makes any material false statement or omission on the application and/or during an application interview with the intention of misleading the Owner.
- Applicant's household size is incompatible with the Owner's occupancy standards and/or unit availability. Provided, however, that an Applicant who has a verifiable need for a live-in aide may not be denied admission on the grounds that the addition of a live-in aide violates the Owner's occupancy standards. A live-in aide is defined in the public housing regulations (24 CFR 966.4 (d)(3)(ii)), as may be amended, as "a person who resides with an elderly, disabled or handicapped person and who:
  - (A) Is determined to be essential to the care and well-being of the person;
  - (B) Is not obligated for the support of the person; and
  - (C) Would not be living in the unit except to provide the necessary supportive services."

The live-in-aide is subject to the same screening criteria as an Applicant.

**4.1.4. Prohibited Criteria for Denial of Eligibility**

An Applicant cannot be rejected because he or she:

- Has no income;
- Is not employed;
- Does not participate in a job-training program;
- Will not apply for various welfare or benefit programs;
- Has children;
- Is receiving welfare benefits;
- Has children born out of wedlock;
- Is a student, unless otherwise prohibited by financing for the Development.

#### **4.2. Mitigating Circumstances- Generally**

Mitigating circumstances are facts relating to the applicant's record of unsuitable rental history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

If unfavorable information is received about 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. In order to be factored into the screening assessment of the applicant, mitigating circumstances must be verifiable.

If the mitigating circumstances claimed by the Applicant relate to a disability, medical condition or course of treatment, the Owner may require documentation of the manifestation of a disability only to evaluate the mitigating circumstances that pertain to the request for a specific accommodation. The Owner may not require Applicants or Residents to provide access to confidential medical records in order to verify a disability or to disclose the identity of the disability or specific details about the disability.

##### **4.2.1. Mitigating Circumstances**

Examples of mitigating circumstances include:

- Evidence of successful rehabilitation;
- Evidence of the Applicant family's participation in and completion of social service or other appropriate counseling service ;
- Evidence of successful and sustained modification of previous disqualifying behavior.

Consideration of mitigating circumstances does not guarantee that the Applicant will qualify for admission. Such circumstances will be considered in light of:

- The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and

- The applicant's overall performance with respect to all the screening requirements.
- However if mitigating circumstances are found the applicant will keep his place on the waiting list and will be housed in the unit which was offered if that unit is still available and if it is not will be housed when the next appropriately sized unit becomes available.

#### **4.3. Citizenship/Eligible Immigrant Status**

For determining eligibility for admission to receive housing assistance, a family member must be a U.S. citizen or an eligible immigrant. Eligible immigrants are persons who are in one of the categories established by HUD. Assistance to the family may not be delayed, denied or terminated on the basis of immigration status at any time prior to receipt of the decision from an appeal to the Immigration and Naturalization Service.

### **5. OCCUPANCY GUIDELINES**

**5.1. General.** These occupancy guidelines will be followed by the Owner to ensure that families occupy units of the appropriate size. This policy maintains the maximum usefulness of the units, while preserving them from excessive wear and tear or under-utilization.

#### **5.2. Determining Unit Size.**

(a) The Owner does not determine who shares a bedroom/sleeping room, but there must be at least one person per bedroom. Standards for determining unit size shall be applied in a manner consistent with Fair Housing guidelines.

(b) For occupancy standards, an adult is a person who is at least 18 years of age or older, an emancipated minor, or in a legally recognized marriage as under the laws of the State of Maryland or a marriage recognized by the State of Maryland. All guidelines in this section relate to the number of bedrooms in the unit.

(c) Owner will assign a unit within the following guidelines:

- (i) Separate bedrooms should be allocated for persons of the opposite sex other than adults who are considered a couple as approved members of the household, and children under five years old).
- (ii) Live-in aides will generally be provided a separate bedroom for their occupancy only, except that the Resident may consent to reside with a Live-in aide in a smaller size unit if a unit with a separate bedroom is not available, and the assignment of the smaller size unit meets the requirements in the HUD Multifamily Occupancy Handbook, 4350.3 REV-1, as may be amended. The Owner is not obligated to nor will it house the family members of a live-in aide.

- (iii) Space may be provided for a child who is away at school but who lives with the family during school recesses.
- (iv) Space will not be provided for a family member who will be absent most of the time except for family members who have been called to active duty. In the case of a family member in active duty, the family composition will include the member who is away from the unit for such purpose, even if the active duty family member is absent from the unit for more than six months. After one (1) year the Owner may reevaluate the situation and take appropriate action.
- (v) Single person families shall be allocated a zero or one bedroom unit. The living room should not be used as a bedroom except for purposes of a reasonable accommodation.

Bedroom Size	Persons in Household: (Minimum #)	Persons in Household: (Maximum #)
0 Bedroom	1	1
1 Bedroom	1	2
2 Bedrooms	2	4
3 Bedrooms	3	6
4 Bedrooms	4	8

### 5.3. Exceptions To Occupancy Standards.

The Owner or HABC, as applicable, will grant an exception to the occupancy standards upon request if the exception is necessary as a reasonable accommodation for persons with disabilities. A reasonable accommodation for a larger unit may be granted - for example, when a person with a disability needs space for medical equipment or a live-in aide. (See verification provisions in Section 14.) If a person's disability is obvious, or otherwise known to the Owner or HABC, and if the need for the requested accommodation is also readily apparent or known, then the Owner or HABC may not request any additional information. The Owner or HABC may only request additional information about either the person's disability or disability-related need for the accommodation if either is not known or readily apparent.

- HABC will not assign a larger bedroom size due to additions of family members other than by birth, adoption, marriage, or court-awarded custody.

An exception will be granted if the family has submitted an "Appointment of Temporary Guardian" to the Owner. If this form has been submitted, the Owner

will also require that the family have initiated legal proceedings for guardianship or legal custody.

- All members of the family residing in the unit must be approved by the Owner. The family must obtain approval of any additional family member before the person occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the Owner within 30 days.
- To avoid vacancies, the Owner may provide a family with a larger unit than the occupancy standards permit subject to the approval of the HABC. The family must agree to move to a suitable, smaller unit when another family qualifies for the larger unit and there is a suitable smaller unit available. This requirement shall be included in the lease.

**5.4. UFAS Accessible Units and Other Units with Accessible Features.** UFAS Accessible Units, i.e., those designed and constructed to meet the needs of persons with mobility disabilities, and units with other types of accessible features will be first offered to households with a family member who needs the accessible features of the unit. Such units will be offered to households who do not need the accessible features of the unit only after the Owner has determined that no Resident or Applicant has a need for a unit with such accessible features and on the understanding that such Residents or Applicants must accept a transfer to a non-accessible unit at a later date if the situation arises in which a Resident or Applicant determined to be otherwise eligible for the housing has a need for the accessible features.

## **6. AMOUNT OF RENT**

Owner will conduct initial income verifications, annual re-certifications of income and interim certifications, as well as income verifications upon turnover.

### **6.1. Total Tenant Payment**

The Total Tenant Payment is the greater of:

- 30% of the adjusted monthly income
- 10% of the monthly income
- The minimum rent as established by the HABC.

The Total Tenant Payment does not include charges for excess utility consumption or other charges.

If a minimum rent is established the resident will be required to pay at least the amount established as the minimum rent, unless Management Agent grants an exemption from the due to financial hardship.

### **6.2 Rent Determination.**

The amount of rent and family size or composition will be set forth in the lease or, if there are changes, in a lease supplement, which will be delivered to the resident. The amount of monthly rent and the family composition will remain in effect for the period between annual re-certifications, unless during such period:

- (a) Resident can show a change in Resident's circumstances that would justify a reduction in rent by submitting a signed statement and other documentation, setting forth the facts as to the family composition, employment and family income. Such circumstances include, but are not limited to, the following: (1) Divorce; (2) Marriage; (3) Separation; (4) Death; (5) Retirement; (6) Unemployment; (7) Strike; (8) Layoff; (9) Sick Leave; (10) Disability; (11) Entry into or discharge from military service; (12) Birth; and (13) Change of job or other reduced income.
- (b) Resident can show a decrease in income which is believed to be temporary in nature.
- (c) Resident can show that the income on the basis of which the rent was calculated has terminated. Resident shall report this information to the Owner together with any information concerning other sources of income which have become available to family members since the last rent determination. The rent will then be re-determined based on the information which is provided, but in no case will the rent be increased, beyond the original rent, until the next Annual Review.

**6.2.2** Reporting a Change in Income Resident shall report any change in income described in Paragraphs (a), (b), and (c) above within thirty (30) days of its occurrence. Any decrease in rent resulting from the change will take effect on the first of the month following the month in which the change occurred.

### **6.3. Minimum Income.**

A resident is not required to have any minimum income.

### **6.4. Determining and Calculating Income**

6.4.1. Generally the final calculation for each income or deduction source will be rounded to the nearest dollar, unless documentation from the income source provides otherwise.

6.4.2.

- (a) "Income" is defined as the anticipated total income from all sources for purposes of calculating the TTP. This includes net income derived from assets, received by the family head and spouse (even if temporarily absent) and by each additional family member for the 12 month period following the effective date of initial determination or reexamination of income. It

does not include income that is temporary, non-recurring, or income that is specifically excluded by other federal statute.

- (b) "Annual income" is the amount of income prior to any allowable expenses or deductions, and does not include income that has been excluded by other provisions in this policy. Annual income is used to determine whether or not an Applicant is within the applicable income limits. "Adjusted Income" is defined as the Annual Income minus any allowable deductions.

#### 6.4.3. Mandatory Deductions.

The HUD mandatory deductions from Annual Income must be applied when calculating income for program eligibility and determination of rent. The mandatory deductions are as follows:

- (a) Dependent allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
- (b) "Elderly" allowance: \$400 per household for families whose head or spouse is 62 or over or disabled.
- (c) Allowable medical expenses for all family members are deducted for elderly and disabled families. Medical deductions will only be allowed to the extent that the sum exceeds three percent of the annual income.
- (d) Childcare expenses for children under 13 are deducted when child care is necessary to allow an adult family member to work, actively seek work, or attend school (including vocational training).
- (e) Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

#### 6.4.4. Training Income Exclusions.

Income from certain training programs will be excluded from calculating income for program eligibility and determining the amount of rent. A training program is defined as one with goals and objectives designed to lead to a higher level of proficiency, and one, which enhances the individual's ability to obtain employment. The training program may have performance standards to measure proficiency. Training may include, but is not limited to: (a) classroom training in a specific occupational skill; (b) on-the-job training with wages subsidized by the program; or (c) basic education.

The exclusions are as follows:

- (a) Exclusion of amounts received under training programs funded by HUD;
- (b) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program. Exclusion of amounts received from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment-training program.

6.4.4.1. For this purpose Annual Income does not include incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs.

6.4.4.2. All other amounts (such as child support and alimony) are treated in the usual manner in determining annual income. Child support, or other income that is not earnings or benefits, is not a factor and will not be considered in regard to training income exclusions, regardless of whether they have increased or decreased.

6.4.4.3. Any member of the Resident's family is eligible for the exclusion, provided the individual is enrolled in the qualifying employment-training program. If a family has members who enroll in training programs at different times, the exclusion may be taken at different periods. The rules will be applied individually to each member based on which type of program they are enrolled in.

6.4.4.4. Upon verification, Residents who are actively enrolled in a qualifying training program will have the incremental income from the training program excluded from their annual income.

6.4.4.5. A Resident who has substantially completed a training program in order to accept a job offer will be eligible for the 18-month exclusion of income. "Substantial completion" of a training program will be completion of 75% of the program. If a resident has completed that portion of the training program necessary to get a job and continues simultaneously with the training program, the 18-month exclusion period will begin on the date the resident started the new job, not the date they complete the training program. The resident is not required to get a job that is directly related to the training program to be eligible for the exclusion.



6.4.4.6. For self-employed Residents, only the net income of the resident will be excluded when factoring the earnings.

6.4.4.7. The Resident is required to notify the Owner within 10 working days of enrolling in a qualifying training program.

6.4.4.8. Residents who have a decrease in income as a result of enrolling in a training program may request an interim examination. In the event the interim examination results in a decrease in incremental income as a result of the training program, the resident's rent will be adjusted accordingly.

6.4.4.9. All training income from a HUD sponsored or funded training program, whether incremental or not, is excluded from the resident's annual income while the resident is in training. Income from a Resident Services training program, which is funded by HUD, is excluded.

6.4.5. Averaging Income. When Annual Income cannot be anticipated for a full twelve months, the Owner will annualize current income and conduct an interim reexamination if income changes. If there are bonuses or overtime, which the employer cannot anticipate for the next twelve months, bonuses and overtime received the previous year will be used. Income from the previous year may be analyzed to determine the amount to anticipate when third-party or check-stub verification is not available. If by averaging, an estimate can be made for those families whose income fluctuates from month to month, this estimate will be used so that the housing payment will not change from month to month. The method used depends on the regularity, source and type of income.

6.4.6. Income Of Person Permanently Confined To or Released from Nursing Home. This household income will be handled in accordance with the HUD Multifamily Occupancy Handbook, 4350.3 REV-1, as may be amended.

6.4.7. Income Of New Family Members Added to the Lease. The Owner will process an increase in rent between regularly scheduled re-certifications when the household size increases due to the addition of an adult household member approved by the Owner. Requests for the addition of a new member of the household must be approved by the Owner, prior to the actual move-in by the proposed new member.

6.4.8. Regular Contributions And Gifts. 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 2 months or more frequently will be considered a "regular" contribution or gift, unless the amount is less than \$600.00 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. If the family's expenses exceed their known income, the Owner will make inquiry of the family about contributions and gifts.

6.4.9. Alimony And Child Support 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, the HABC

must use the amount awarded by the court unless the family can verify that they are not receiving the full amount. The Owner will accept as verification that the family is receiving an amount less than the award if the Owner receives verification from the agency responsible for enforcement or collection. It is the family's responsibility to supply a certified copy of the divorce decree.

6.4.10. Lump-Sum Receipts. 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. 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 will be considered an asset. Deferred periodic payments, which have accumulated due to a dispute, will be treated the same as periodic payments which 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 the Owner will always calculate retroactively to date of receipt the lump-sum payment was received, or to the date of admission, whichever is closer. The family's attorney fees may be deducted from lump-sum payments when computing annual income if the attorney's efforts have recovered a lump-sum compensation, and the recovery paid to the family does not include an additional amount in full satisfaction of the attorney fees.

6.4.11. Retroactive Payments. In the event the calculation of income results in the family owing a retroactive payment, the family should make the payment in a lump sum. The Management Agent, at its option, 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.

6.4.12. Contributions To Retirement Funds – Assets. Contributions to company retirement/pension funds are handled in accordance with the HUD Multifamily Occupancy Handbook, 4350.3 REV-1, as may be amended.

6.4.13. Assets Disposed Of For Less Than Fair Market Value. The Owner must count assets disposed of for less than fair market value during the two years preceding certification or reexamination. The Owner will count the difference between the market value and the actual payment received in calculating total assets. The difference will be included in calculating total assets for two years. Assets disposed of as a result of foreclosure or bankruptcy are not considered to be assets disposed of for less than fair market value. Assets disposed of as a result of a divorce or separation are not considered to be assets disposed of for less than fair market value.

If the total value of assets disposed of within the two-year period is less than \$1,000.00, they will not be considered an asset.

6.4.14. Child Care Expenses. Un-reimbursed childcare expenses for children under 13 may be deducted from annual income if they enable an adult to work, actively seek work, attend school full time, or attend full-time vocational training. In the case of a child

attending private school, only before or after-hours care can be counted as childcare expenses. If a tenant is eligible for the earned income disallowance, the amount of deduction for childcare expenses necessary to permit employment shall not exceed the amount of employment income that is included in annual income. Therefore, the disregarded or excluded amounts cannot be used in determining the cap for the childcare expense deduction. Childcare expenses must be reasonable. Reasonable is determined by what the average child care rates are in the Development's jurisdiction. Allowing deductions for childcare expenses is based on the following guidelines:

- (a) Childcare to work: The maximum childcare expense allowed must be less than the amount earned by the person enabled to work. The "person enabled to work" will be the adult member of the household who earns the least amount of income from working.
- (b) Amount of Expense: The Owner will survey the local care providers in the community to determine what is reasonable. The Owner will use the collected data as a guideline. If the hourly rate materially exceeds the guideline, the Owner may calculate the allowance using the guideline.

6.4.15. Medical Expenses When it is unclear in the HUD rules as to whether or not to allow an item as a medical expense, IRS Publication 502 will be used as a guide. Nonprescription medicines, unless prescribed by a licensed medical professional, will not be considered a medical expense. Chiropractic services will be considered allowable medical expenses.

6.4.16. Proration Of Assistance For "Mixed" Families. 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. Applicant mixed families are entitled to prorated assistance. Families that become mixed after June 19, 1995, by addition of an ineligible member are entitled to prorated assistance.

6.4.17. Prorated TTP Calculation for Mixed Families. 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 family's TTP will be calculated by:

- (a) dividing the family maximum subsidy by the number of persons in the family to determine member maximum subsidy.
- (b) multiplying the member maximum subsidy by the number of eligible family members to determine eligible subsidy.
- (c) subtracting the amount of eligible subsidy from the applicable maximum rent for the unit the family occupies to get the family's revised total tenant payment.

6.4.18. **Income Changes Resulting From Welfare Program Requirements.** Owner will not reduce rent for families whose welfare assistance is reduced specifically because of:

- (a) fraud; or
- (b) failure to participate in an economic self-sufficiency program; or
- (c) noncompliance with a work activities requirement.

However, Owner will reduce the rent if the welfare assistance reduction is a result of:

- (x) the expiration of a lifetime time limit on receiving benefits; or
- (y) a situation where a family member has complied with the welfare agency's economic self-sufficiency or work activities requirements but cannot or has not obtained employment; or
- (z) a situation where a family member has not complied with other welfare agency requirements.

6.4.18.1. 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 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.

6.4.18.2. Owner will obtain from the welfare agency written verification that the family's benefits have been reduced for fraud or noncompliance before denying the family's request for rent reduction.

6.4.19. **Utilities.** No applicant can be admitted nor tenant transferred to a development with resident-paid utilities unless he or she can obtain utility service. The Resident is responsible for establishing an account directly with the utility provider and paying for those individually metered utilities. The Resident's rent must be reduced by the amount of the established utility allowance. If the Resident's actual utility bill(s) exceeds the utility allowance, Resident must pay the full amount of the bill to the utility supplier. If Resident pays a flat rent, Resident is not entitled to a utility reimbursement. Failure of Resident to retain and maintain utility service is grounds for termination under the Lease.

## **6.5. Verification of Income.**

Owner shall verify income and other information pertaining to the Resident's household in accordance with the methods set forth in this Section 6.5. A third party source should first be used to verify employment, unemployment and social security benefits.

6.5.1. **Employment Income.** Verification forms should be used to request that the employer specify the:

- (a) Dates of employment
- (b) Amount and frequency of pay
- (c) Date of the last pay increase
- (d) Likelihood of change of employment status and effective date of any known salary increase during the next 12 months
- (e) Estimated income from overtime, tips, bonus pay expected during next 12 months

6.5.1.1. Acceptable forms of verification include:

- (a) EIV information obtained from
- (b) Employment verification form completed by the employer.
- (c) Check stubs or earning statements that indicate the employee's gross pay, frequency of pay or year to date earnings.
- (d) W-2 forms plus income tax return forms.
- (e) Self-certification or income tax returns signed by the family may be used for verifying self-employment income, or income from tips and other gratuities.
- (f) State Wage Information Collection Agency (SWICA) means the State agency, receiving quarterly wage reports from employers in the State, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information
- (g) In cases where there are questions about the validity of information provided by the family, the Management Agent will require the most recent federal income tax statements.

6.5.2. Social Security, Pensions, Supplemental Security Income (SSI), Disability Income.

Acceptable methods of verification include:

- (a) Benefit verification form completed by agency providing the benefits
- (b) Computer report electronically obtained or in hard copy.
- (c) Award or benefit notification letters prepared and signed by the providing agency.

6.5.3. Unemployment Compensation.

Acceptable methods of verification include:

- (a) Computer report electronically obtained or in hard copy, stating payment dates and amounts
- (b) Verification form completed by the unemployment compensation agency.
- (c) Payment Stubs

6.5.4. Welfare Payments or General Assistance.

Acceptable methods of verification include:

- (a) Verification form completed by payment provider.
- (b) Written statement from payment provider indicating the amount of grant/payment, start date of payments, and anticipated changes in payment in the next 12 months.
- (c) Computer-generated Notice of Action.

6.5.5. Alimony or Child Support Payments.

Acceptable methods of verification include:

- (a) Copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules.
- (b) A notarized letter from the person paying the support.
- (c) 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.
- (d) If payments are irregular, the family must provide a statement from the agency responsible for enforcing payments to show that the family has filed for enforcement.

6.5.6. Net Income from a Business. In order to verify the net income from a business, the Management Agent will view IRS and financial documents from prior years and use this information to anticipate the income for the next 12 months. Acceptable methods of verification include:

- (a) IRS Form 1040, including:
  - i. Schedule C (Small Business)
  - ii. Schedule E (Rental Property Income)
  - iii. Schedule F (Farm Income)

- (b) Audited or unaudited financial statement(s) of the business.
- (c) Credit report or loan application.
- (d) Documents such as manifests, appointment books, cash books, bank statements, and receipts will be used as a guide for the prior six months (or lesser period if not in business for six months) to project income for the next 12 months. The family will be advised to maintain these documents in the future if they are not available.
- (e) Family's notarized statement as to net income realized from the business during previous years.

6.5.7. Child Care Business. If a Resident is operating a licensed day care business, income will be verified in the same manner as with any other business. If the family has filed a tax return, the family will be required to provide it. The Owner will conduct interim reevaluations every 60 days and require the Resident to provide a log with the information about customers and income.

6.5.8. Recurring Gifts. The family must furnish a notarized statement that contains the following information:

- (a) The person who provides the gifts;
- (b) The value of the gifts;
- (c) The regularity (dates) of the gifts;
- (d) The purpose of the gifts.

6.5.9. Zero Income Status. Each adult (18 years of age or older) household member claiming to have no income will be required to execute forms to allow the Owner to verify that the household is not receiving any income such as unemployment benefits, SSI, or the like.

6.5.10. Full-Time Student Status. Only the first \$480 of the earned income of full time students 18 years of age or older, other than head or spouse, will be counted towards family income. Financial aid, scholarships and grants received by full time students are not counted towards family income. Verification of full time student status includes:

- (a) Written verification from the registrar's office or other school official; or
- (b) School records indicating enrollment for sufficient number of credits to be considered a full-time student by the educational institution.

The admission of Full-Time Students shall be governed by Section 42 of the Internal Revenue Code and the parties acknowledge that the Owner may deny a unit to a full time student in the event that it would cause the Owner to fail to conform with Low Income Housing Tax Credit Requirements or would cause the Project's eligible fraction for tax credit purposes to fall below 100%.

6.5.11. Verification of Income Exclusions. The Owner will attempt third party verification of income exclusions wherever possible. When third party verification of income exclusions are not possible or practical, a review of documents or notarized self-certification will be obtained.

6.5.12. Income From Assets. Residents will be allowed to self-certify the value of family's assets totaling \$5000 and less.

6.5.12.1. Savings Account Interest Income and Dividends. Verification will be done using the following:

- (a) Account statements, passbooks, certificates of deposit, or the Owner's verification forms completed by the financial institution.
- (b) Broker's statements showing value of stocks or bonds and the earnings credited the family. Earnings can be obtained from current newspaper quotations or oral broker's verification.
- (c) IRS Form 1099 from the financial institution, provided that the Owner must adjust the information to project earnings expected for the next 12 months.

6.5.12.2. Interest Income from Mortgages or Similar Arrangements. Verification will be done using the following:

- (a) A letter from an accountant, attorney, real estate broker, the buyer, or a financial institution stating interest due for next 12 months. (A copy of the check paid by the buyer to the family is not sufficient unless a breakdown of interest and principal is shown.)
- (b) Amortization schedule showing interest for the 12 months following the effective date of the certification or recertification.

6.5.12.3. Net Rental Income from Property Owned by Family. Verification will be done using the following:

- (a) IRS Form 1040 with Schedule E (Rental Income).
- (b) Copies of latest rent receipts, leases, or other documentation of rent amounts.
- (c) Documentation of allowable operating expenses of the property: tax statements, insurance invoices, bills for reasonable maintenance and utilities, and bank statements or amortization schedules showing monthly interest expense.
- (d) Lessee's written statement verifying rent payments to the family and family's notarized statement as to net income realized.



**7. GUESTS**

Resident is permitted to have a guest in the unit for no more than fourteen calendar days during a twelve month period. The term "guest" means a person temporarily staying in the LTA Unit with the consent of Resident or other member of the household who has express or implied authority to so consent on behalf of the Resident. A household member who is absent from the unit because he or she (a) is attending college, (b) is on military duty, or (c) is under a joint custody arrangement will not be considered a guest when he or she stays in the unit. Management may waive/extend the two week period of time solely at its own discretion, as circumstances warrant.

**8. ABSENCE FROM THE UNIT FOR MEDICAL REASONS**

If any family member leaves the household to enter a facility such as a hospital, nursing home or rehabilitation center, the Owner will seek advice from a reliable qualified source as to the likelihood and timing of the family member's return to the unit. If the Owner verifies that the family member will be living in a nursing home and not likely to return to the unit, the family member will be considered permanently absent. If the Owner verifies that the family member will likely return in less than 180 consecutive days, the family member will not be considered permanently absent as long as the rent and other charges remain current.

**9. REMAINING MEMBER OF RESIDENT'S FAMILY**

A remaining member of Resident's family is the person or persons who are listed in the lease or lease supplement as an authorized household member. A remaining member may be eligible to enter into a lease with the Owner as the new head of household. The remaining member of the resident's family must: (a) have been previously approved by the Owner/Agent to live in the unit and (b) satisfy the applicant screening criteria set forth herein. In the event the remaining family member is a minor, the Owner may approve, as an additional household member to the lease, an adult person non-member of the Resident household, who submits written documentation of a court-ordered custody or guardianship of the minor remaining family member and who satisfies the LTA eligibility criteria,

**10. ADMINISTRATIVE HEARINGS**

**10.1. Informal Hearing for Applicants Denied Eligibility.**

**10.1.1. Notice of Ineligibility Determination.**

Applicants who are determined ineligible will be sent a written notice promptly by Owner.

**10.1.2. Content of Written Notice of Ineligibility.**

The notice of ineligibility (the "**Ineligibility Notice**") will:

- (a) Inform the Applicant of the status of his or her application and will state the basis for the ineligibility determination;
- (b) Offer the Applicant an opportunity for an informal hearing concerning the denial of eligibility;
- (c) Specify that the Applicant must request an informal hearing within 14 working days from receipt of the notice;
- (d) Inform the Applicant of his or her right to request a reasonable accommodation in order to participate in the hearing process and provide contact information for the Applicant wishing to make such a request. Written requests for reasonable accommodations for informal hearings are preferred, but verbal requests will be accepted with a written confirmation provided back to the Applicant by the Owner. Applicants who have a disability and need a reasonable accommodation in order to participate in the informal hearing process may request a reasonable accommodation during any stage of the informal hearing process;
- (e) Inform the Applicant that a list of any witnesses or documents relied upon by the Owner will be made available to the Applicant for review prior to the informal hearing upon request. The Owner may charge Applicant the reasonable cost for reproduction of any documents requested.
- (f) Inform the Applicant that his or her attorney or advocate may attend and represent him or her at the informal hearing, to include presenting evidence to dispute determination by the Owner or evidence of mitigating circumstances, as provided in Section 4.2 hereunder. Participants, which include, but are not limited to, the Applicant, Owner and HABC may engage in appropriate and relevant conversations during the hearing;
- (g) Provide contact information for the tenant council and inform the denied Applicant that the tenant council is available to assist the Applicant with appealing a denial.

#### 10.1.3. Scheduling the Informal Hearing.

If the Applicant requests an informal hearing, HABC will schedule an informal hearing within fourteen (14) business days of receiving the request and notify the Applicant of the place, date, and time for the hearing.

#### 10.1.4. Hearing Officer.

Informal hearings will be conducted by an impartial hearing officer, to be designated by HABC. Audio or video recordings of the informal hearings shall be

prohibited by any participant. The person who is designated as the hearing officer cannot be the person who made the determination of ineligibility or a subordinate of that person. Housing units are not required to be held open during the period the Notice of Ineligibility is being appealed. The Owner shall wait for the appeal notice period to expire before sending denial notification to HABC for waiting list disposition purposes. Applicants shall be advised of their right to be represented by legal counsel or an advocate and present evidence to dispute the Owner's determination or evidence of mitigating circumstances.

**10.1.5. Decision of Hearing Officer.**

HABC will send the Applicant the written decision via first class mail within three (3) business days after the informal hearing. The written decision shall state the reasons for hearing officer's decision and the evidence provided at the hearing in support of such decision. The hearing office shall only consider evidence presented at the informal hearing in deciding whether to uphold or overturn the Notice of Ineligibility. In the event the Notice of Ineligibility is overturned by the Hearing Officer, the Applicant shall be determined eligible for the next available unit, subject to size availability.

**10.2. Grievance Policy and Procedure.** Grievances of the Resident shall be governed by the attached Grievance Policy and Procedure (**Exhibit 1**).

**11. TRANSFERS**

**11.1. Owner-Initiated Transfers:** The Owner will require that a Resident accept a transfer when a Resident occupies a housing unit with accessible features that are not needed for the Resident or Resident's family and a Resident or Applicant has been identified who does need the accessibility features of the unit. Failure to accept an Owner-initiated transfer will be a lease violation and may result in termination of the lease, provided that resident was provided proper notice at the beginning of the lease term that by accepting an accessible unit. The Resident may be responsible for moving costs if the unit is needed for a resident requiring an accessible unit.

Residents will be responsible for moving costs. The Owner will give the Resident 30 days' advance notice of the intended transfer. The Resident will have two (2) working days to complete the actual move and turn over possession of the vacated unit. The Resident may request, and the Owner may grant, an extension of up to three (3) working days if needed.

The Owner may require that a resident transfer because the unit is to be rehabilitated or demolished. The Owner is responsible for moving costs.

**11.2 Resident Requested Transfers:** A Resident must be permitted to request a transfer to another unit based upon the criteria set forth below. Valid reasons for Resident requested transfers include:

- Accessible Unit – Resident may request a unit with needed mobility or hearing/vision impaired accessibility features. If a transfer is required, the Owner is responsible for moving costs.
- Reasonable Accommodation – The Owner will provide reasonable accommodations to individuals with a disability unless the accommodation constitutes a fundamental alteration in the nature or purpose of the program or imposes an undue administrative and financial burden. Moving costs will be paid by the Owner.
- Crime Victim- Resident may request a transfer if a criminal attack, recent or ongoing, or credible threat of an imminent criminal attack against the resident, or member of the resident's household, has destroyed the family's peaceful enjoyment of the unit. Resident will be responsible for moving costs.
- A unit becomes uninhabitable through no fault of the resident. Moving costs will be paid by the Owner.

Except in the case of a transfer due an emergency, including the bases being the Violence Against Women Act, victim of a crime, or an uninhabitable unit, Resident must be current with all rental payments and charges due under the lease to receive approval for a Resident - requested transfer. A Resident may refuse unit transfer offers for good cause. After rejecting 3 offers, the Resident is withdrawn from the transfer waiting list, which will be administered by HABC. A Resident whose transfer is mandatory and who refuses to transfer is subject to lease termination. A Resident may file for a grievance under the Grievance Procedure if the transfer is denied or in the case of a mandatory transfer, the Resident disputes the basis for requiring the transfer.

**11.3 Transfer to HABC Conventional Public Housing:** In addition to the bases set forth in this Section 11, a Resident may be eligible to transfer to a suitable HABC conventional or mixed finance public housing unit, or other HABC long term affordable for the following reasons:

- To abate dangerous and/or substandard conditions within the unit that cannot otherwise be addressed.
- To abate emergency life-threatening living conditions caused by third party criminal activity.
- To accommodate verified physical conditions caused by long-term illness and/or disability (such as the ability to live closer to a required medical treatment center).
- To accommodate resident families that are determined to be over- or under-housed by virtue of family size.
- To permit the rehabilitation of the resident's unit.
- To offer standard alternative accommodations when repairs to the unit cannot be made within a reasonable time.

HABC will always consider a request to transfer as a reasonable accommodation for a person with a disability. (See verification requirements in Section 14.) [For reasonable

accommodation transfers, HABC is responsible for moving costs. A reasonable accommodation transfer may be from a PBRA Unit to a public housing unit, or from a public housing unit to a PBRA Unit from HABC's reasonable accommodation transfer waiting list. Residents who apply for a transfer to public housing, per this Section, shall be placed on the reasonable accommodation public housing transfer waiting list based upon the date and time of filing of resident's application for reasonable accommodation.

Generally, it is preferred that transfer requests be initiated in writing. (See verification requirements in Section 14.) A reasonable accommodation request for transfer can be made orally or in writing. The Owner or HABC must give appropriate consideration to reasonable accommodation requests even if the requester makes the request orally or does not use the preferred forms or procedures for making such requests. In the event of an oral request, the Owner and Management Agent or HABC shall document the request to create a written record of the request. Except in the case of a transfer due an emergency, including the bases being the Violence Against Women Act, victim of a crime, or an uninhabitable unit, in order to be eligible for a transfer must be in good standing with HABC and the Owner at the time of the transfer.

## **12. LEASE REQUIREMENTS**

**12.1.** The leasing requirements and lease terms must comply with the provisions set forth in the HUD Model Lease for Subsidized Programs (Form HUD-90105a) and 24 CFR 966, subpart A, as approved by HUD. Notwithstanding this provision, the requirements for security deposits shall comply with Section 3 hereunder, and redetermination of rent shall comply with Section 6 hereunder.

### **12.2. Lease Termination**

**-By Owner:** The lease is automatically renewable for a 12-month period. Leases can only be terminated for serious or repeated violation of material terms of the lease or other good cause consistent with the requirements of 24 CFR 966.

**-By Resident:** The Resident may terminate the lease by providing the Agent 30-days notice, which is effective on the last day of a month.

#### **12.2.1. Notice of Lease Termination**

The notice of lease termination to the Resident shall state specific grounds for termination, and shall inform the Resident of the Resident's right to make such reply as the Resident may wish.

(a) When the Owner is required to afford the Resident the opportunity for a grievance hearing, the notice shall also:

- 1 Inform the Resident of the Resident's right to request a hearing in accordance with the Grievance Procedure (Exhibit 1);

- 2 Specify the judicial eviction procedure to be used by the Owner for eviction of the Resident, and state that HUD has determined that this eviction procedure provides the opportunity for a court hearing that contains the basic elements of due process as defined in HUD regulations; and
- 3 State whether the eviction is for criminal activity or for drug related criminal activity.

(b) When the Owner is not required to afford the Resident the opportunity for hearing under the Grievance Procedure, the notice of lease termination shall:

- (1) State that the Resident is not entitled to a grievance hearing on the termination;
- (2) Specify the judicial eviction procedure to be used by the Management Agent for eviction of the Resident, and state that HUD has determined that this eviction procedure provides the opportunity for a court hearing that contains the basic elements of due process as defined in HUD regulations; and
- (3) State whether the eviction is for criminal activity or for drug-related criminal activity.

### **13. THE VIOLENCE AGAINST WOMEN ACT (VAWA)**

VAWA protects applicants, tenants and immediate family members of tenants who are victims of domestic violence, dating violence, or stalking from being denied, evicted or terminated from housing assistance based solely on criminal acts of domestic violence against them. Criminal acts of domestic violence against the victim shall not be considered "serious or repeated lease violations" or "criminal activity" that are grounds for termination of the lease or denial of housing assistance.

### **14. REASONABLE ACCOMMODATION POLICY**

The Reasonable Accommodation policy is designed to provide persons with disabilities reasonable physical accommodations and reasonable modifications of policies and procedures upon request, so that they may fully access and utilize the housing program and related services. Written information regarding this policy and the procedures for making a request for a reasonable accommodation shall be posted and made available at Owner offices and, if different, at the Management office on the property. This policy is intended to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of services as those who do not have disabilities. Situations in which this policy applies include, but are not limited to, when a family initiates contact with the Owner, when the

Owner initiates contact with a family including when a family applies, and when the Owner schedules or reschedules appointments of any kind.

The Owner must use and apply HABC's Reasonable Accommodation Policy and Procedures and HABC's Reasonable Accommodation Operating Order, which includes HABC's Immediate Needs Plan.

To be eligible for a reasonable accommodation, a person must have a disability. A person requesting an accommodation due to a disability should submit a Request for Reasonable Accommodation Form (the Request Form). The Request Form will be available in an alternative format to accommodate those needing such a format in order to submit the request. However, a reasonable accommodation request may also be made orally or in another equally effective means of communication. The Owner must give appropriate consideration to reasonable accommodation requests even if the requester makes the request orally or does not use the Owner's preferred forms or procedures for making such requests. The Owner will acknowledge receipt of the request within twenty (20) business days of receiving the request and, within this time period, the Owner may request additional information or documentation needed in order to make a decision regarding the request. The Owner is entitled to obtain only information that is necessary to evaluate the requested accommodation if it is necessary because of a disability, in accordance with the verification provision below in this section.

The Owner must grant the reasonable accommodation request unless it would impose an undue financial and administrative burden on the Owner or it would fundamentally alter the nature of the RAD project. The decision will be communicated in writing or, if required because of the requestor's disability, in an alternative format. If the Owner will be unable to make a decision within thirty (30) business days, it will advise the requestor in writing with the reason(s) for the delay. If the Owner finds that the requested accommodation would result in a fundamental alteration in the nature of its housing programs or activities, or in undue financial and administrative burdens, the Owner may deny the request and/or present an alternate accommodation that will meet the need of the requestor. If the Owner refuses a requested accommodation because it is not reasonable, the Owner must discuss with the requestor through an interactive process whether there is an alternative accommodation that would effectively address the requester's disability-related needs and is reasonable, the Owner must grant the accommodation. Notwithstanding any of the foregoing to the contrary, any denial of a reasonable accommodation or recommendation for an alternative accommodation must be issued by HABC's Associate Executive Director of Fair Housing and Equal Opportunity Enforcement or the Deputy Executive Director. As such, Owner must notify HABC if it believes a denial or alternative accommodation may be necessary and request HABC's review and decision regarding the reasonable accommodation request.

During the interactive process, the Owner (or Owner's agent) and the requester discuss the requester's disability-related need for the requested accommodation and possible alternative accommodations. This process can be especially helpful because it often results in an effective accommodation for the requester that does not pose an undue financial and administrative burden for the Owner. There may be instances when the Owner believes that, while the accommodation requested by an individual is reasonable, there is an alternative accommodation that would be equally effective in meeting the individual's disability-related needs. In such a circumstance, the

Owner should discuss with the individual if he or she is willing to accept the alternative accommodation. The Owner should be aware that persons with disabilities typically have the most accurate knowledge about the functional limitations posed by their disability. The individual is not obligated to accept an alternative accommodation suggested by the Owner if he or she believes it will not meet his or her needs and his or her preferred accommodation is reasonable. A failure to reach an agreement on an accommodation request is in effect a decision by the Owner not to grant the requested accommodation. For more guidance on the interactive process, see HUD and the Department of Justice's joint statement on reasonable accommodations for a description of the interactive process: <http://www.hud.gov/offices/fheo/library/hud DOJstatement.pdf>.

The Owner may make reasonable accommodations through such means as reassignment of services to accessible buildings, alteration of existing facilities and construction of new facilities, or any other methods that result in making its programs or activities readily accessible to and usable by individuals with disabilities.

The Owner is not required to make structural changes in existing housing facilities where other methods are effective in achieving compliance or to provide supportive services that are not part of the program.

#### **Verification of Disability**

The Owner may verify a requestor's disability only to the extent necessary to ensure that the requestor is qualified for the housing for which he or she had applied, is qualified for deductions used in determining adjusted income, is entitled to preferences that have been claimed. For reasonable accommodation requests, the Owner or HABC may only request additional information about either the requester's disability or disability-related need for the accommodation if either is not known or readily apparent to the Owner or HABC. The Owner will not require applicants to provide access to confidential medical records in order to verify a disability and will not require specific details about the disability. The Owner may require documentation of the manifestation of the disability that causes a specific need for a specific accommodation or accessible unit if the manifestation of the disability is not known or readily apparent to the Owner or HABC.

#### **Recertification by Mail**

The Owner will permit the family to submit annual and/or interim recertification forms through the mail, when the Owner has determined that the request is necessary as a reasonable accommodation.

The mail-in packet will include notice to the family of the deadline for returning the completed forms to the Owner.

If there is more than one adult member in the household, but only one is disabled, re-certification can be processed through the mail or the family may choose to have the re-certification conducted by a home visit or to have the non-disabled adult family members come in for the



appointment and then take the necessary forms home to the member with a disability for completion and signature.

### **Home Visits**

When requested and where the need for reasonable accommodation has been established, home visits to residents will be done to conduct annual and/or interim re-certifications.

Requests for home visit re-certifications must be received by the Owner at least five working days before the scheduled appointment date in order for the request to be considered.

### **15. FAIR HOUSING POLICY**

It is the policy of the Owner to comply fully with all Federal, State, and local nondiscrimination and equal opportunity laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment.

Owner shall not deny any family or individual the equal opportunity to apply for or receive assistance under the housing assistance programs at the RAD Site on the basis of race, color, sex, religion, national origin, ancestry, age, familial status, marital status, or disability or sexual orientation.

### **16. TRANSLATION OF DOCUMENTS**

Consideration will be given as to whether documents which are written in English and are relevant to the Resident's tenancy will be translated into other languages. The decision to translate such documents will be based on the following factors:

- The number of Residents who do not speak English and who do speak the other language;
- The estimated cost per Resident of translation of the English written documents into the other language;
- The availability of translation services for non-English speaking Residents.

### **17. LANGUAGE ASSISTANCE**

Readers will be provided to assist Residents with literacy barriers in completing documents relating to their tenancy.

### **18. AVAILABILITY OF DOCUMENTS**

A copy of each of the following documents will either be posted in a conspicuous location at the management office for the site or will be provided to the Resident:

- The LTA Criteria;

- Schedule of maintenance charges;
- Dwelling Lease;
- Grievance Policy and Procedure;
- Fair Housing poster;
- Equal Opportunity in Employment poster;
- Required public notices;
- Schedule of Utility Allowance, as applicable;
- Information on eviction for drug-related and other criminal activity

#### **19. RESIDENT PARTICIPATION**

Residents are authorized to participate in all activities set forth in 24 CFR Part 245.

All residents in PBRA Units are eligible to participate in tenant council activities and also eligible to serve on the Resident Advisory Board and serve as commissioners at HABC. The Owner has budgeted in its initial operating budget the sum of twenty-five (\$25.00) per occupied PBRA Unit annually for permitted resident participation activities.

#### **20. COMPLIANCE WITH APPLICABLE LAWS**

This LTA Criteria shall not violate State or Federal law. In the event the admissions and leasing criteria are deemed to be in violation of either State or Federal law, or both, and in the event that a waiver of any such law cannot be obtained, they shall be amended to ensure that said violations are cured and that they remain in compliance with applicable law.

**EXHIBIT 1**  
**LONG TERM AFFORDABLE  
RESIDENT GRIEVANCE POLICY AND  
APPEALS PROCEDURE**

**I. PURPOSE**

This Long Term Affordable Resident Grievance Policy and Appeals Procedure (the “**Grievance Procedure**”) is established to assure that Residents of the PBRA Units are afforded an opportunity for a fair hearing if the Resident disputes (i) an action or failure to act by the Owner involving the Resident's lease, or (ii) the Owner's regulations which adversely affect the Resident's rights, duties, welfare or status. Neither housing assistance nor tenancy shall be terminated until such time as the grievance process has been completed. This Grievance Procedure shall be incorporated by reference into the dwelling lease.

**II. APPLICABILITY AND DEFINITIONS**

1. This Grievance Procedure shall be applicable to all resident grievances, except the following:
  - A. Refusal to pay rent when due, unless the amount of rent charged is in dispute;
  - B. Disputes between Residents not involving Owner or Management Agent;
  - C. Class grievances;
  - D. Any criminal activity that threatens the health, safety or the right to peaceful enjoyment of the premises of other residents or employees of the Owner or Management Agent;
  - E. Any violent or drug related criminal activity on or off the premises of other residents or employees of the Management Agent;
  - F. Any criminal activity that resulted in felony conviction of a household member; or
  - G. Any lease termination due to the occupancy of person subject to a sex offender lifetime registration requirement.
2. Maryland law requires that Residents be given the opportunity for a court hearing before eviction from a dwelling unit. Thus, where the Grievance Procedure does

not apply, the Management Agent or Owner is still required to use proper judicial process.

3. The following definitions are applicable to this Grievance Procedure:

A. Class Grievance: Any grievance in which the decision on an individual grievance would be, as a practical matter, dispositive of the interests of other Residents.

B. Complainant: Any resident, as defined in below, who presents to the Management Agent a grievance in accordance with the procedures set forth herein.

C. Grievance: Any dispute that a Resident may have with respect to the Management Agent's action or failure to act in accordance with the individual Resident's lease or regulations which adversely affect the individual Resident's rights, duties, welfare or status, including any dispute about the amount of rent that is charged. The definition of "grievance" does not include the matters set forth in Section II.1. A through G above.

D. Resident: The adult person (or persons, other than a live-in aide, as defined in the lease): (1) who resides in the unit, and who executed the lease with the landlord of the dwelling unit, or (2) if no such person now resides in the unit, the person who resides in the unit, and is the remaining head of household of the Resident family residing in the dwelling unit.

### III. INFORMAL DISCUSSION OF GRIEVANCE

As much as possible should be left to the mutual efforts of Management Agent or the Owner and Resident, with both parties attempting to resolve all complaints as quickly and justly as possible. However, the Resident may present a grievance for any complaint which cannot be resolved by such methods, and the following procedure will apply in grievances based on lease termination notices that are subject to the grievance policy. For all non-lease termination grievances, the time periods for the informal discussion and formal grievance hearing shall be as follows:

- A. The Complainant shall, either orally or in writing, present a description of the grievance to the Management Agent Office within twenty (20) working days after the Management Agent's action or failure to act, giving rise to the grievance, so that the grievance may be discussed informally and settled without a formal hearing (the "Informal Discussion"). Forms for requesting an Informal Discussion or formal grievance hearing shall be available from the Management Agent or Owner. Use of the request form is optional.

- B. The Resident shall receive a receipt upon presentation of the grievance stating the date of filing and the nature of his/her grievance, and a copy will be retained in the Management Office's Resident file.
- C. The Management Agent or Owner, in concert with the Complainant, will establish a mutually agreeable date, time and place for the Informal Discussion.
- D. The Management Agent or Owner shall mail to the Resident within three (3) working days after the meeting, a summary of the Informal Discussion and his/her decision regarding the proposed disposition of the complaint and the specific reason thereof ("Summary Decision"). The Summary Decision shall specify the procedures by which a hearing may be obtained if the Complainant is not satisfied.

#### IV. PROCEDURE TO OBTAIN A HEARING

- A. Request for Hearing: If the Complainant is not satisfied with the results of the Informal Discussion, the Complainant shall submit a written request for a hearing to the Management Agent or Owner, no later than ten (10) working days after the date Complainant receives the Summary Decision, pursuant to Section III above. The written request shall specify: (1) the reasons for grievance; and (2) the action of relief sought.
- B. Hearing Prerequisite: All grievances shall be presented either orally or in writing pursuant to the procedures prescribed in Section III. above as a condition precedent to a hearing, unless the Complainant obtains a waiver of this prerequisite from a Hearing Panel.
- C. Waiver of the Hearing Prerequisite:

In order to request a waiver of the hearing prerequisite, the Complainant must show good cause for failing to request and proceed with an Informal Discussion, and shall comply with the following:

1. Within three (3) working days after the deadline for presenting a grievance in accordance with the procedures for an Informal Discussion the Complainant shall submit to the Management Office a request for a waiver of this hearing prerequisite.
2. A hearing will be convened before a Hearing Panel in order to decide whether the hearing waiver request will be granted.
3. The Complainant shall appear before the Hearing Panel to show why he or she failed to proceed within the time period for the Informal Discussion.

4. If the Hearing Panel decides the Complainant has shown good cause for his or her failure to proceed within the time period for the Informal Discussion, the Hearing Panel may grant the waiver.
  5. If the Informal Discussion prerequisite is waived, the Hearing Panel will immediately set a date for a hearing concerning the Complainant's grievance.
- D. Failure to Make a Timely Request for a Hearing: If the Complainant does not make a request for a hearing within five (5) working days after receipt of the Summary Discussion, Management Agent's or Owner's disposition of the grievance shall become final. Failure to request a hearing shall not constitute a waiver by the Complainant of his or her right thereafter to contest Owner's action in disposing of the complaint in an appropriate judicial proceeding.
- E. Escrow Deposit: In any grievance involving the amount of rent or any part thereof, as defined in the lease, which the Management Agent or Owner claims is due under the lease, and which has not been paid, the Complainant shall pay to Management Agent or Owner at the time the Complainant files his or her request for a formal hearing, an amount at least equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Complainant shall thereafter pay the same amount of the monthly rent to the Management Agent or Owner, and the Management Agent or Owner shall deposit the monies in an escrow account until the grievance is resolved by decision of the Hearing Panel. Following this decision, any amount due the Complainant from the escrow deposits shall be returned in full to him or her within 30 days.
- These requirements for escrow deposit must be waived by Management Agent or Owner:
1. in the event Management Agent or Owner determines, upon request by the Complainant, that the Complainant is unable to pay the escrow deposit because of a financial hardship in accordance with the requirements under the lease, or
  2. for the portion of the Complainant's rent attributable to the imputed welfare income.
- Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure, provided that failure to make payment shall not constitute a waiver of any right the Complainant may have to contest Management Agent's or Owner's disposition of his or her grievance in an appropriate judicial proceeding.
- F. Scheduling of Hearings: Upon Complainant's compliance with all applicable procedures or waiver, the formal grievance hearing will be scheduled within five (5)

working days of the Complainant's request. The hearing will be held before a Hearing Panel. A written notification shall be delivered by hand or by regular mail, specifying time, the place and the procedure governing the hearing, to the Complainant, the Management Agent or Owner, and the members of the Hearing Panel.

**V. SELECTION OF HEARING PANEL**

A. The grievance shall be presented before a Hearing Panel consisting of five (5) voting persons and a Secretary (who is non-voting) for record keeping purposes who will be provided by the Management Agent or the Owner or HABC. If the Resident Council at the RAD Site is part of the Resident Advisory Board ("RAB"), then RAB will select two (2) panel members. If the Resident Council is not a part of RAB, two residents from a different RAD Site or a HABC public housing development will be selected as panel members. The Management Agent or the Owner and/or HABC will select two (2) panel members. Additionally, one (1) impartial member will be selected from a list of names previously compiled by HABC. The Hearing Panel shall not include any of the following persons:

1. Any relatives of the Complainant or Management Agent or the Owner;
2. Any person from the Complainant's development;
3. Any person whose duties, responsibilities or knowledge involve the grievance at issue; and
4. Any person whose duties, responsibilities or knowledge involve the operation of the development.

**VI. PROCEDURES GOVERNING THE HEARING**

A. If the hearing is held before a Hearing Panel, three members, including the impartial member, shall constitute a quorum for the hearing. The impartial member shall act as moderator at the hearing. His or her responsibilities will include coordinating all activities associated with the hearing, such as calling witnesses and maintaining order, and generally insuring that the hearing is conducted in a fair and orderly manner.

B. The Complainant shall be afforded a fair hearing providing the basic safeguards of due process, which shall include:

1. The opportunity to examine before the hearing any HABC documents and to copy all documents, records and regulations of Management Agent or Owner, that are relevant to the hearing. Any document relevant to the hearing which Management Agent or Owner does not make available after request thereof by the Complainant, may not be relied on by Management Agent or Owner at the hearing. The copying of documents, which Management Agent or Owner intends to use in responding to the grievance,

shall be done at the expense of Management Agent or Owner. All other documents shall be copied at the expense of the Complainant.

2. The right to be represented by Counsel or other person chosen by the Complainant as his or her representative.
  3. The right to a private hearing (which includes only the Hearing Panel members, the Complainant, the Housing Manager, the Panel Secretary, Counsel or representative from both sides and witnesses) unless the Complainant requests a public hearing.
  4. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by Management Agent or Owner, and to confront and cross examine all witnesses upon whose testimony or information Management Agent or Owner relies.
  5. The right to a decision based solely and exclusively upon the facts presented at the hearing.
  6. The Hearing Panel shall hear each case and judge it on its own merit.
- C. The Management Agent or Owner and Complainant shall exchange a listing of witnesses that each intends to call upon at the hearing.
- D. If the Complainant or Management Agent or Owner fails to appear at a scheduled hearing, the Hearing Panel may make a determination to postpone the hearing, or may make a determination that the party has waived the right to a hearing. Both the Complainant and Management Agent or Owner shall be notified of the determination by the Hearing Panel, provided that a determination that the Complainant has waived the right to a hearing shall not constitute a waiver of any right the Complainant may have to contest disposition of the grievance by Management Agent or Owner in an appropriate judicial proceeding.
- E. At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter Management Agent or Owner must sustain the burden of justifying Management Agent or Owner's action or failure to act against which the complaint is directed.
- F. The hearing shall be conducted informally by the Hearing Panel, and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. Failure to comply with the directions of the moderator of the Hearing Panel for order may result in exclusion from the proceedings.
- G. Upon request of either or both parties, the hearing shall be recorded. The Complainant or Management Agent or Owner may arrange, in advance and at the



expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

## **VII. DECISION OF THE HEARING PANEL**

- A. The Hearing Panel shall prepare a written decision, together with the reasons thereof, within three working days after the hearing. A copy of this decision shall be sent to the Complainant, and the Management Agent or Owner. The Management Agent or Owner shall retain a copy of the decision in the Resident's folder in the Management Office. A copy of such decision, with all names and other personal identifying references deleted, shall also be maintained on file by Management and made available for inspection or purchase by a prospective Complainant, his representative, and the Hearing Panel. The decision of the Hearing Panel constitutes the decision of the Owner.
- B. If the grievance is in reference to monies due under the tenancy, and or Hearing Panel rules in favor of Management Agent or Owner, a written agreement will be made between the Complainant and the Management Agent or Owner for payment of the amount due and the schedule for payment.
- C. The decision of the Hearing Panel shall be binding on Management Agent or Owner, which shall take all action, or refrain from any action necessary to carry out the decision, unless the decision of the Hearing Panel is contrary to applicable Federal, State or local law or applicable regulations, or the HABC Moving to Work Agreement and Annual Plan.
- D. A decision by the Hearing Panel denying the relief requested by the Complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the Complainant may have in any judicial proceedings, which may thereafter be brought in the matter.

## **VIII. NOTICE TO VACATE AND EVICTION ACTIONS**

If the Complainant's grievance hearing was due to a complaint concerning a notice of lease termination, and the Hearing Panel upholds Management Agent or Owner's action to terminate the tenancy, Management Agent or Owner shall issue to the Resident a Notice to Vacate prior to commencing an eviction action. The Notice to Vacate shall not be issued prior to the Hearing Panel's decision having been delivered by hand or by regular mail to the Complainant. Such Notice to Vacate must be in writing and specify that if the Resident fails to quit the premises within the applicable statutory period, or by the termination date stated in the notice of termination, whichever is later, appropriate action for eviction will be brought against him/her and he/she may be required to pay court costs, and attorney's fees if the Management Agent or Owner prevails in the eviction action.

**IX. ACCOMMODATIONS**

Upon notification made by the Resident (a) upon the Resident's request for an informal grievance, and (b) upon the Resident's request for a formal grievance, the Management Agent or Owner will provide reasonable and accessible accommodations for residents with qualified disabilities and ensure that communication is as effective as that provided to individuals without disabilities. Moreover, the Management Agent or Owner shall take appropriate steps to ensure that communications with participants with disabilities are as effective as communications with others, which may include, but not be limited to, enlarged print, a signer, audio communication, Braille, or a reader.

**X. TIME PERIODS**

In computing time periods set forth herein, Saturdays, Sundays and holidays observed by the Management Agent or Owner shall not be included.

**LONG TERM AFFORDABLE UNITS**

**PET POLICY**

**APPLICABILITY**

This Pet Policy and any amendments thereto, shall apply to all Residents of the LTA Units. This Pet Policy, as it may be amended from time to time, shall be incorporated into and made a part of the Resident's lease..

**Exclusion from Applicability.** This Pet Policy does not apply to animals that assist, support, or provide service to persons with disabilities. The Management Agent or Owner shall not apply nor enforce this Pet Policy against animals that are necessary as a reasonable accommodation to assist, support, or provide service to persons with disabilities. This exclusion applies to such animals that reside at and visit the Development.

**DEFINITIONS.**

The term "**Pet**" is defined as a domesticated small animal limited to dogs, cats, gerbils, hamsters, guinea pigs, birds, (parakeet, canary, finches, cockatoo, small parrot) and fish. **The following breeds are excluded from the definition of Pet, and shall be expressly prohibited from being kept, owned or harbored in, on or about the Premises (as that term is defined in the Lease) by any Resident or any member of the Resident's household: PIT BULLS, ROTTWEILERS, CHOW-CHOWS, BULL MASTIFFS, DOBERMAN PINSCHERS, AND ANY CROSS-BREED THEREOF, AND ANY WOLF OR PART WOLF.**

**REQUIREMENTS**

1. **Number Limitations** - No more than one domesticated Pet, and/or one 20-gallon tank of fish will be kept in a Unit. Heads of household shall be responsible for their Pet. The Resident must maintain the Pet responsibly and in accordance with applicable State and local public health, animal control, and animal anti-cruelty laws and regulations.
2. **Size of Pet** - Dogs or cats or others defined in paragraph 1 shall weigh no more than twenty (25) pounds at maturity. Fish are limited to a single bowl or steel framed glass fish tank having a capacity of not more than twenty (20) gallons. Birds can be no larger than one (1) pound.
3. **Resident's Health** - A Pet owner must be physically and mentally capable of taking care of the Pet.

4. **Pet Security Deposit** - A refundable Pet security deposit of twenty-five dollars (\$25.00) shall be required for each Pet. The Pet security deposit can be paid over a three (3) month consecutive period, and will be held and applied in the manner required for applicable security deposits under Maryland law. IF THE SECURITY DEPOSIT IS NOT NEEDED TO REPAIR DAMAGE TO THE UNIT CAUSED BY THE PET, THE PET SECURITY DEPOSIT WILL BE RETURNED WITHIN 45 DAYS OF MOVE-OUT OR IF A PET IS REMOVED BEFORE RESIDENT MOVES FROM THE DWELLING UNIT, WITHIN 45 DAYS OF PET REMOVAL.
5. Upon move-out or Pet removal the cost to de-flea, deodorize, and clean the carpet and/or floor tile will be deducted from the Pet security deposit if deemed necessary by Management. The Dwelling Unit will be inspected and the remainder of the Pet security deposit will be refunded, if the Dwelling Unit is free of damage. The move-out inspection will be performed by the Resident and Management.

The Pet security deposit may only be applied to damages caused by the Pet.

6. **Hold Harmless** – The Management Agent or Owner shall not be responsible for any actions or injuries or damages caused by the Resident's Pet. A Pet is the sole responsibility of the Resident.
7. **Vaccinations** – Every Pet, if required by law, must wear a current City Animal license and be vaccinated. Resident must submit registration papers to the Management Office. A copy of the Pet's (dog or cat) current inoculation and treatment is to be furnished and verified annually by a licensed veterinarian which must indicate dates of most recent shots and treatment against disease and parasites as follows:
  - (a) Dogs – rabies, parvo-virus, para-influenza, distemper, hepatitis, leptospirosis (D.H.L.), hookworm, heartworm, roundworm, tapeworm, and other internal and other parasites, fleas, ticks and other external parasites and other diseases of the skin including eczemas.
  - (b) Cats – rabies, rhinotracheitis, calici virus, pnemonitis, tapeworms, hookworms, heartworms, and other internal parasites, fleas, lice, ticks and other external parasites.

Female cats and dogs over six months of age must be spayed and males over eight months must be neutered, unless a licensed veterinarian gives medical reasons why such is detrimental to the Pet's health.

8. **Housekeeping** – The Unit must be kept free of odors and maintained in a clean and sanitary condition. Cats must be litter box trained and dogs must be able to exercise outside the Dwelling Unit. Litter boxes must be changed a minimum of once a week and scooped once a day. Kitty litter is to be bagged securely in a heavy plastic trash bag, tied, and disposed of in an approved trash receptacle.

- (a) Birds must be maintained in a cage and never allowed to fly free within the Dwelling Unit.
  - (b) Dog and cat bedding and the Dwelling Unit are to be kept free of and treated regularly on an ongoing basis against infestations by fleas, ticks, lice, pet worms, mites, and other parasites. If infestation of any such parasites or vermin occur which shall be determined by Management to have occurred due to inattentive care by the Pet owner, and/or if such infestation shall spread to other Dwelling Units, Management shall have the right to eradicate in all affected areas at Pets owner's expense.
  - (c) Pet owners must control excessive noise and odor caused by their Pets.
9. **Pet Control in Public Area** – Pets must be on a leash outside of the Dwelling Unit and in all public areas. Under no circumstances may any Pet of any kind be taken into, or permitted to be in, the recreation/community rooms, or any other “common” room.
10. **Waste Control** – Pet owners shall be responsible for immediate clean up of Pet feces in accordance with applicable law. Resident must insure that their yard is kept clear of Pet feces. Resident will not place any animal fecal waste, kitty litter, etc., or other articles in the sinks, plumbing fixtures or on the grounds. Residents must place all Pet waste in a heavy plastic trash bag, tied and disposed of in an approved trash receptacle. If a toilet has to be unclogged or a sink unstopped because of animal waste, kitty litter, and/or stones from a fish bowl, the Resident will pay all associated cost.
11. **Nuisance** – If, in the judgment of Management, any Pet becomes a threat to the safety and comfort or quiet enjoyment of the Premises to any other Resident, employee, or visitor to the Premises, or if such Pet causes substantial damage to any part of the building or grounds or the furnishings and fixtures thereof, then, upon the written request of Management, such Pet shall be permanently removed from the Premises by the Pet's owner within five (5) days.
- If the Resident files a grievance the Pet shall be allowed to remain until the grievance process is exhausted. In the case of a Pet biting a person, the Pet must be immediately removed to an area for surveillance for a period designated by a Health Officer and must then be examined by a licensed Veterinarian. Animal bites must also be reported to the local Health Department and/or the Police. A bite victim or parent of a child bitten by an animal can swear out a complaint against the owner of the Pet at the nearest district court. Refusal by the Pet owner to abide by Management Agent's or Owner's request for a Pet's removal may result in termination of residency.
12. **Complaints/Problems** – Any and all complaints about Pets will not be considered valid (or heard) unless they are in writing, dated and signed by the person(s) making the complaint. Management Agent or Owner will review complaints and/or problems concerning a Pet/Pet owner. Management Agent or Owner will notify in writing the Pet owner of the complaint and the Resident will have 24 hours to answer the complaint.

Two or more legitimate complaints will mean the Pet must be removed unless the Pet owner initiates a grievance procedure. Failure to comply may result in termination of residency.

13. **Resident's Absence** – No dog or cat shall be left alone in any Unit over twenty-four (24) hours. Any Resident who is away twenty-four (24) hours or longer for any reason must make arrangements for such Pet to be kept elsewhere during his/her absence.
14. **Responsibility for Pet in an Emergency** – The Pet owner shall file with the Management an affidavit of agreement signed by one (1) person who is not a Resident of the Unit who will assume immediate responsibility for the Pet in case of an emergency or in case the Pet owner becomes unable to provide proper care for the Pet. In addition, the Pet owner shall file with Management Agent or Owner an affidavit authorizing Management Agent or Owner to have the Pet removed in the event that the Pet owner cannot care for the Pet and the responsible party cannot be reached. Management Agent or Owner will contact the SPCA or an appropriate authority for removal of the Pet in such event
15. **Fire Emergency** – When a fire alarm or smoke detector sounds, Pets are to be placed in the bathroom and the door is to be closed. If evacuation is necessary the fire department will be responsible for the evacuation of Residents first, and then the Pet.
16. **Subsequent Agreements** – If a Resident has an approved Pet and that Pet is disposed of, the Resident must notify Management Agent or Owner. The Resident and Management Agent or Owner will perform an inspection of the apartment. The Pet security deposit will be used towards any damages and the balance, if any, of the Pet security deposit will be returned to the Resident within 45 days. If the Resident determines they want a new Pet, the Pet must be registered with the Management Office and a new Pet security deposit must be collected in accordance with the Pet Policy.
17. **Resident's Signature** – All Residents, whether desiring a Pet or not, must sign this Attachment to the Lease, thereby acknowledging agreement and acceptance of the Pet Policy. Those Residents desiring a Pet will have to meet all requirements listed in this Attachment and sign the "Application for Pets" including Section 3 which includes the "Co-Responsibility" section for a non-Resident friend or relative to sign.
18. The Management Agent or Owner reserves the right to rescind or change any of the foregoing rules to make such rules and regulations as may be deemed necessary for the safety, care and cleanliness of the Premises, and for the security, comfort and convenience of all Residents. Any changes deemed necessary by the Management Agent or Owner will be made in compliance with the Lease.
19. This Pet Policy is made a part of the HABC Dwelling Lease and any violation of the terms and conditions contained herein, will be considered a breach of the Lease. If any Court declares a particular provision of this Pet Policy to be invalid or illegal, all other terms of this Pet Policy will remain in effect, and both the Management Agent or Owner

and the Resident will continue to be bound by all valid, legitimate terms of the Pet Policy.

**AGREED AND ACCEPTED BY RESIDENT(S):**

**DATE:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**MANAGEMENT AGENT'S  
SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## **APPENDIX A:**

### **APPLICATION FOR PETS**



## APPLICATION FOR PETS

Date: \_\_\_\_\_

### SECTION I

I, \_\_\_\_\_ and \_\_\_\_\_

Resident(s) of \_\_\_\_\_, living at \_\_\_\_\_ verify

I have received, reviewed, understand and accept the Pet Policy Regarding Pets Admittance and Ownership at \_\_\_\_\_. I am also aware that the Pet Policy is an official part of my Lease, and that I am to abide by all its terms.

**Resident Signature:**

**Date:**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\*\*\*\*\*

### SECTION II

Pet Description:      Type: \_\_\_\_\_      Sex: \_\_\_\_\_

Weight: \_\_\_\_\_      Age: \_\_\_\_\_      Name: \_\_\_\_\_

Color and Markings: \_\_\_\_\_

Pet Security Deposit Required: \_\_\_\_\_      Pet Security Deposit Paid: \_\_\_\_\_

Veterinarian's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**SECTION III**

I, \_\_\_\_\_, (non Resident) relative /friend (circle one) of  
Resident \_\_\_\_\_,  
*(Resident's Name)*  
live at \_\_\_\_\_, and I agree  
*(Non-Resident's Address)*

to accept full responsibility of the Pet listed above in the event the said Resident is unable to care  
for the Pet in any twenty-four hour period.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Management Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION IV**

I, \_\_\_\_\_  
(Name of Management Agent or Owner)

Management Agent or Owner, permit the ownership by Resident of the Pet described as

\_\_\_\_\_

at the following address:\_\_\_\_\_.

Management Agent or Owner's Signature:\_\_\_\_\_

Date:\_\_\_\_\_

**RESIDENT LEASE AGREEMENT**

**I hereby acknowledge my right as a Resident to keep a household Pet as defined in paragraph 1 of the Pet Policy.**

I agree to comply with this Pet Policy (an Attachment to the Lease) with the understanding that violation of this Pet Policy may be grounds for Pet removal or termination of tenancy.

**MANAGEMENT AGENT:**\_\_\_\_\_ **RESIDENT:**\_\_\_\_\_

**By:**\_\_\_\_\_ **RESIDENT:**\_\_\_\_\_

**Title:**\_\_\_\_\_

**Date:**\_\_\_\_\_ **Date:**\_\_\_\_\_

# Exhibit 6

*Bailey v. Housing Authority of Baltimore City, 02-CV-225*

*United States of America v. Housing Authority of Baltimore City, 04-CV-03107*

## EXHIBIT 6

Please bring these papers with you to your re-certification meeting.

### Annual Re-Certification Reasonable Accommodation Information

If you or someone in your household has a disability that makes it hard for you or them to use HABC's housing or services, please read this form. HABC will help you fill out this form at your re-certification meeting. Read this form before your meeting. Then take this form with you to your meeting. By filling out this form, you can get changes in your housing or in HABC services.

Changes made to help a person with a disability are called "reasonable accommodations." For example:

- You may want HABC to put grab bars in your bathroom or up your stairs, or to widen a doorway;
- You may want to move to a unit that is built for persons who use wheelchairs (an "accessible" unit);
- You may want HABC to send notices to you in large print; or
- You may need a ramp to get into the management office.

This form will help HABC serve you. This form will be filled out at your re-certification meeting. But, you can also ask for a change in your housing or services at any time. Talk to your housing manager.

Name: \_\_\_\_\_

Current Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Number of Bedrooms: \_\_\_\_\_

Today's Date: \_\_\_\_\_

#### DISABILITY:

A disability may be physical, health, developmental, emotional or mental health related (such as polio, kidney disease, mental retardation, or schizophrenia). HABC does not need

specific information about your disability. HABC only needs to know that you have a disability and how it affects your ability to use your housing unit or HABC services.

Do **you** or does **any member of your household** (a person living with you) have a disability?

☐ **Yes**      ☐ **No**

If you answered "No," you have completed the form. Please sign below. Thank you for your time.

Signature of Resident \_\_\_\_\_

[For HABC Use: Copy Provided to Resident \_\_\_\_ Yes \_\_\_\_ No ]

If you answered "Yes", please continue.

1. Does your unit currently have any features or changes that were made to accommodate you or someone with a disability?

☐ **Yes**    ☐ **No**

2. Does the person who needs or needed the changes still reside in the unit?

☐ **Yes**    ☐ **No**

3. If changes were made to the unit to accommodate a disability, please list changes below.

4. If there are changes that you still need, please list them:

**Please check everything below that applies to you or to anyone in your household (anyone who lives with you) who has a disability. For example, the question asks, "Do you have trouble getting into your unit?" You should**

check "yes" if you or any household member has trouble getting into the unit because of a disability. Also, answer the questions by thinking about whether you can use the unit by yourself. For example, the question says, "Do you have trouble getting out of the shower?" Check "yes" if you can not use the shower unless someone else helps you.

### **Housing Unit**

#### **General:**

1. Do you need a fully accessible unit? (For example, a ramp or no steps to enter unit, wider doorways, lowered light switches, larger bathrooms, wider hallways and lowered cabinets in the kitchen. These units are usually needed by persons who use wheelchairs or scooters or who have trouble with their balance or cannot reach above their shoulders.)  
☐ Yes      ☐ No      ☐ Already live in a UFAS unit
2. Do you need a unit all on the first floor with no steps?  
☐ Yes      ☐ No      ☐ Already live in a unit on first floor with no steps
3. Do you need a bedroom and bathroom on the first floor?  
☐ Yes      ☐ No      ☐ Already have a bedroom and bathroom on first floor

#### **Changes requested:**

### **Entrance**

1. Do you have trouble getting in and out of your unit because:
  - (a) The door is too heavy or the knob is hard to grip?  
☐ Yes      ☐ No
  - (b) You need a ramp to gain entry/exit?  
☐ Yes      ☐ No      ☐ Already have a ramp that is in good condition
  - (c) You have a ramp, but it is not in good condition, it is too steep, it doesn't have handrails or there is another problem?  
☐ Yes      ☐ No
  - (d) You need handrails on your steps?  
☐ Yes      ☐ No      ☐ Already have handrails on the steps
  - (e) The doorway is not wide enough to allow a wheelchair or walker to get through?  
☐ Yes      ☐ No      ☐ No one in household uses a wheelchair or walker

- (f) You have a wheelchair lift or residential elevator, but you cannot use it because it is not functioning, consistently breaks down, or you cannot use it for some other reason related to your disability?

**D Yes**

**D No**



(g) Other? Please describe briefly.

2. Do you need a lowered peephole for the front door?  
☐ Yes   ☐ No   ☐ **Already have a lowered peephole in the front door**
3. Can you reach the light switch by the door?  
☐ Yes   ☐ No
4. Do you have other concerns for using your front or back door? Describe.

Changes requested:

**Bathroom**

1. Do you have difficulty getting to the bathroom because it is upstairs?  
☐ Yes   ☐ No
2. Do you have trouble getting into and out of the bathroom because the door is not wide enough?  
☐ Yes   ☐ No
3. Can you reach the light switch?  
☐ Yes   ☐ No
4. Do you need grab bars or handrails for the toilet or bathtub?  
☐ Yes   ☐ No   ☐ **Already have grab bars or handrails for toilet or bathtub**
5. Do you need a raised seat for the toilet?  
☐ Yes   ☐ No   ☐ **Already have a raised toilet seat**
6. Do you have difficulty flushing the toilet?  
☐ Yes   ☐ No
7. Do you have difficulty using the bathtub or shower?  
☐ Yes   ☐ No
8. Do you or anyone in the household have difficulty reaching and/or easily turning the faucet for the sink, bath or shower?  
☐ Yes   ☐ No

10. Do you sit while using the sink? (Hot water and drain pipes may need insulation.)

☐ Yes ☐ No

11. Do you have difficulty using the sink counter?

☐ Yes ☐ No

12. If you use a wheelchair, do you have enough turning space while in the bathroom?

☐ Yes ☐ No ☐ **No one in household uses a wheelchair**

13. Do you have other concerns for using your bathroom? Please describe.

Changes requested:

**Kitchen**

1. Do you have trouble getting into or out of the kitchen because the door is not wide enough?

☐ Yes ☐ No

2. Do you have trouble using or reaching any part of your kitchen because of your disability?

☐ Yes ☐ No

(a) Are cabinets too high or are you unable to use the countertops because they are difficult to reach?

☐ Yes ☐ No

(b) Is the range or stovetop, or the stove controls, easy for you to use?

☐ Yes ☐ No

(c) Does reaching the range or stovetop controls require you to reach across the burners?

☐ Yes ☐ No

(d) Do you have trouble opening or using your refrigerator/freezer?

☐ Yes ☐ No

(e) If you sit while using the sink, are your legs near pipes that can get hot?

☐ Yes ☐ No

(f) Do you have difficulty using the sink?

☐ Yes ☐ No

(g) Do you have difficulty reaching the light switch, the waste disposal switch or electrical outlets above the kitchen counter?

☐ Yes ☐ No

(h) If you use a wheelchair, do you have enough clearance and turning space while in the kitchen?

☐ Yes      ☐ No      ☐ **No one in household uses a wheelchair**

(i) Do you have other concerns about using your kitchen? Please describe.

Changes requested:

**Bedrooms**

1. Do you have any trouble using your bedroom?

☐ Yes      ☐ No

2. Is it difficult for you to get to the bedroom because it is upstairs?

☐ Yes      ☐ No

3. Do you have trouble getting into and out of the bedroom because the door is not wide enough?

☐ Yes      ☐ No

4. If using a wheelchair, do you have enough clearance and turning space while in the bedroom?

☐ Yes      ☐ No      ☐ **No one in household uses a wheelchair**

5. Do you have difficulty reaching the bedroom or playroom of a child for whom you are responsible?

☐ Yes      ☐ No

6. Do you have difficulty reaching the light switch?

☐ Yes      ☐ No

7. Do you need a separate bedroom for a live in aide?

☐ Yes      ☐ No      ☐ **Already have a separate bedroom for a live-in aide**

8. Can you reach the shelves in your closets?

☐ Yes      ☐ No

9. Do you have other concerns about your bedroom?

☐ Yes      ☐ No

If yes, please describe.

Changes requested:

**Living Room**

1. Can you reach the light switch and thermostat?  
☐ Yes      ☐ No
2. Do you have any concerns about your living room?  
☐ Yes      ☐ No

If yes, please describe.

Changes requested:

**Dining Room**

1. Can you reach the light switch and thermostat?  
☐ Yes      ☐ No
3. Do you have any concerns about your dining room?  
☐ Yes      ☐ No

If yes, please describe.

Changes requested:

**Hallways**

1. Are the hallways too narrow or are there barriers that make it difficult to go through the hallway?  
☐ Yes      ☐ No
2. Do you have other concerns about your hallways?  
☐ Yes      ☐ No

If yes, please describe.

Changes requested:

**Outside:**

1. Can you get to common areas of the development, such as the management office, the laundry facilities, meeting and recreation rooms, child care facilities, garbage disposal, maintenance, bus stops, other? (Reminder: check "yes" if you can get there without needing assistance from someone else.)  
☐ Yes      ☐ No
2. If you use a wheelchair, do the sidewalks have curb cuts that allow a wheelchair user to cross the street?  
☐ Yes      ☐ No      ☐ No one in household uses a wheelchair
3. Are the curb cuts not useable because they are they too steep, or blocked?  
☐ Yes      ☐ No
4. Are the sidewalks too steep? Does the slope of the walk make it hard to stand, walk or use a wheelchair, scooter or cane?  
☐ Yes      ☐ No
5. Do you have other concerns about the outside or common areas?  
☐ Yes      ☐ No  
If yes, please describe.

Changes requested:

**Parking**

1. Do you need an accessible (handicapped) parking space?  
☐ Yes      ☐ No
2. If you already have a space, do you have trouble using it?  
☐ Yes      ☐ No
3. Are there usable curb cuts in the sidewalk close to the handicapped parking space?  
☐ Yes      ☐ No
4. Do you have other concerns about the parking?  
☐ Yes      ☐ No  
If yes, please describe.

Changes requested:

**Other**

1. Are the lights in your housing unit bright enough for you to see well?

☐ Yes      ☐ No

2. Do you have difficulty hearing the smoke detector or a building-wide fire alarm?

☐ Yes      ☐ No

3. Is there a fire safety plan for all residents in your building to escape in case of fire?

☐ Yes      ☐ No

4. Are you satisfied that you are able to use this plan?

☐ Yes      ☐ No

5. Do you need a strobe (flashing) light fire alarm?

☐ Yes      ☐ No      ☐ Already have a strobe (flashing) light fire alarm

6. Do you need an amplified (extra loud) doorbell?

☐ Yes      ☐ No      ☐ Already have an amplified (extra loud) doorbell

7. Do you need a doorbell that flashes instead of rings?

☐ Yes      ☐ No      ☐ Already have a doorbell that flashes instead of rings

8. Do you have any other concerns?

☐ Yes      ☐ No

If yes, please describe.

**Changes requested:**

**Live-in Aide**

1. Do you need a live-in aide?

☐ Yes      ☐ No      ☐ Already have a live-in aide

**Changes to HABC Policies:**

1. Do you need help understanding or using the Public Housing program because of your disability?

☐ Yes      ☐ No

2. Do you need HABC to send a copy of important notices to another person who can help you understand them?

☐ Yes ☐ No

3. Do you need help during Annual Re-certification to make sure you understand the process?

☐ Yes ☐ No

4. Do you need your HABC notices sent to you in large print?

☐ Yes ☐ No

5. Do you have other concerns that HABC may help you with?

☐ Yes ☐ No

If yes, please describe.

Changes requested:

**Requests for Help**

1. Have you previously made any of the requests noted in this survey?

☐ Yes ☐ No

2. If yes, when and to whom were they made?

3. Was a Work Order generated as a result of your request(s)?

☐ Yes ☐ No ☐ Not sure

**Thank you for completing this survey!**

**If you have requested changes to your unit or to HABC services, HABC will respond to your request within 20 days and make a decision within 30 days of receiving all information needed to make a decision. If you do not receive a response within 20 days, contact HABC's 504 Coordination Office at (443) 984-1792.**

**You can update your answers to this form at any time in writing or by talking to your housing manager. If you believe you have an immediate need or want information on what an immediate need is, you may contact the 504 Program Manager at 410-396-1941.**

Signature of Resident: \_\_\_\_\_

Copy provided to Resident

☐ Yes ☐ No

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For Office Use Only

If during the Annual Re-certification, a resident requires a reasonable accommodation or has an Immediate Need, the Housing Manager should log this information into the 504 Application and follow all policies related to Reasonable Accommodations and Immediate Needs.

Please list any maintenance concerns identified by the resident. Indicate impact on resident's disability, if applicable.

Date referred to maintenance staff: \_\_\_\_\_

Date maintenance work completed: \_\_\_\_\_

Date entered into 504 Application: \_\_\_\_\_

Does the resident have an Immediate Need?

☐ Yes ☐ No

If yes, was the resident provided a copy of the HABC Immediate Needs Policy and informed about this process?

☐ Yes ☐ No

Date the resident's information was entered into the 504 Application to schedule a meeting regarding their immediate needs: \_\_\_\_\_

If the resident requested changes to his or her unit or to HABC policies or programs, was the resident given a copy of the HABC Reasonable Accommodation Policy and informed about this policy?

☐ Yes ☐ No

HABC Employee Completing Form: \_\_\_\_\_ Date: \_\_\_\_\_



# Exhibit 7

*Bailey v. Housing Authority of Baltimore City, 02-CV-225*

*United States of America v. Housing Authority of Baltimore City, 04-CV-03107*

**EXHIBIT 7**

**Reasonable Accommodation Survey Tool - Short Form**

**Please read this form.** If you or someone in your household has a disability that makes it hard for you or your household member to use your housing or housing services, you may be able to get changes in your housing or in services by filling out and returning this form. Please contact your housing manager if you need help in filling out this form. Please return the completed form to your housing manager.

You can also ask for a change in your housing or services at any time by contacting your housing manager.

A disability may be physical, health-related, developmental, emotional or mental health-related (such as paralysis, kidney disease, mental retardation, or schizophrenia). The housing manager does not need specific information about your disability. The housing manager only needs to know that you have a disability and how it affects your ability to use your housing unit or the housing services.

Please check everything below that applies to you or to anyone in your household (anyone who is on your lease) who has a disability. For example, the question asks, "Do you or any member of your household have a disability that makes it hard for you or them to use the housing or housing services?" You should check "yes" if you or any household member has trouble getting into the unit because of a disability. Also, answer the questions by thinking about whether you can use the unit by yourself.

Name:

Current Address:

Phone:

Number of Bedrooms:

Today's Date:

1. Do you or **any member of your household** have a disability that makes it hard for you or them to use housing or housing services? Yes \_\_\_\_ No \_\_\_\_
2. If you checked "yes" in response to question number 1, please indicate if you or a household member needs any of the following to address the disability:
  - a. A wheelchair accessible unit because you or a household member uses a wheelchair or a bench walker.  
Yes \_\_\_\_ No \_\_\_\_

- b. A unit on one level no steps or with a limited number of steps.  
Yes \_\_\_\_ No \_\_\_\_
- c. Access to common areas such as hallways, parking spaces, lobby.  
Yes \_\_\_\_ No \_\_\_\_
- d. Accessibility features for someone who has impaired hearing (for example an emergency strobe system or an amplified doorbell).  
Yes \_\_\_\_ No \_\_\_\_
- e. Accessibility features for someone who has impaired vision (for example an emergency strobe system, high intensity overhead lighting, documents in large print).  
Yes \_\_\_\_ No \_\_\_\_
- f. Accessibility features in the bathroom ( for example, a raised toilet seat, grab bars, handheld shower, tub seat).
- g. Accessibility features in other areas of your apartment (for example, handrails along the steps, lowered light switches, lowered kitchen cabinets, lowered close shelves).  
Yes \_\_\_\_ No \_\_\_\_
- h. A live-in aide.  
Yes \_\_\_\_ No \_\_\_\_
- i. A separate bedroom for the person with the disability or for medical equipment.  
Yes \_\_\_\_ No \_\_\_\_
- j. An increase in the utility allowance because the person with the disability uses medical equipment that uses electricity.  
Yes \_\_\_\_ No \_\_\_\_
- k. Assistance with conducting business with HABC.  
Yes \_\_\_\_ No \_\_\_\_
- l. Other.  
Yes \_\_\_\_ No \_\_\_\_

Please let us know if there is anything else in the unit that limits your or any member of your household's ability to use your housing and or the housing services:

If you answered yes to any question, a management staff person will contact you within 3 business days to discuss your request for a reasonable accommodation. If you do not hear back from someone within 3 business days, you may contact HABC Office of Fair Housing and Equal Opportunity at 410-396-4247.

# Exhibit 8

*Bailey v. Housing Authority of Baltimore City, 02-CV-225*

*United States of America v. Housing Authority of Baltimore City, 04-CV-03107*

**EXHIBIT 8 - CERTIFICATION REGARDING TERMS IN THE RAD AGREEMENTS**

**Housing Authority of Baltimore City  
Bailey Supplemental Consent Decree**

**Certification**

Pursuant to paragraph 58.a. of the Bailey Supplemental Consent Decree ("**Supplemental Decree**"), I certify that the terms in the RAD Agreements (as defined therein), as set forth in paragraphs 33, 40 and 43-46 of the Supplemental Decree, have not been modified.

I attest that I am authorized to make this certification on behalf of the Housing Authority of Baltimore City.

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date Signed)