

CHICAGO HOUSING AUTHORITY 2010 ADMINISTRATIVE PLAN CHANGES					
Change #	Topic	Current Language	New Language	Old Page #	New Page #
Introduction	No Changes				
Chapter 1					
	1-III.A. OVERVIEW AND PURPOSE OF THE PLAN	None	In carrying out its responsibilities under the administrative plan, CHA will notify applicants and program participants of required actions in writing as specified in the administrative plan. The CHA will consider that the applicant or participant has received the written notice five calendar days after the day the notice is mailed by the PHA to the last known address.	None	1-15
Chapter 2	No Changes				
Chapter 3					
	3-I.M. LIVE-IN AIDE	None	Illegal possession and use of a firearm or aggravated assault weapon in violation of federal, state or local criminal or civil laws;	None	3-11
	3-III.C. OTHER PERMITTED REASONS FOR DENIAL OF ASSISTANCE Criminal Activity	None	Illegal possession and use of a firearm or aggravated assault weapon in violation of federal, state or local criminal or civil laws;	None	3-26
Chapter 4					
		None	The CHA also maintains a special waiting list for families living in units receiving project based voucher assistance that have fulfilled their two year occupancy requirement under the project based voucher program and have not violated any family obligations under the HCV program. A family that receives assistance in project-based voucher supportive housing is also eligible for placement on this special waiting list if the service provider and property manager: 1) provide mutual written consent with the family and 2) verifies the family has not violated any family obligations under the HCV program. Families that no longer require project-based voucher supportive housing have no occupancy requirement prior to being placed on the special waiting list. The CHA will provide assistance to families that are on the special waiting list before assisting families on the general tenant-based program waiting list.	None	4-5
	4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES	While the family is on the waiting list, the family must inform the CHA within 10 calendar days of changes in contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing.	While the family is on the waiting list, the family must inform the CHA within a reasonable time of changes in contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing. Failure to do so may result in the CHA removing the family from the waiting list if the family does not respond to notices such as those for selection, purging, and updating the waiting list.	4-9	4-10
Chapter 5					
	5-I.C. FAMILY OBLIGATIONS	None	The family must attend a meeting scheduled to supply any information determined to be necessary for scheduled regular reexamination or interim reexamination, informational briefing, inspection appointments, or other meetings scheduled by the CHA. The CHA may terminate a family for failure to attend an informational briefing regarding alleged violations of the Family Obligations or allegations of criminal activity in their unit, building or neighborhood, or failure to attend a scheduled regular reexamination or interim reexamination.	None	5-5
	5-I.C. FAMILY OBLIGATIONS	None	The family must not engage in any behavior that disturbs the peaceful and quiet enjoyment by others of the premises and the neighborhood.	None	5-8
	Chicago Housing Choice Voucher Program Family Obligations <u>Certification, Recertification and Interim Obligations:</u>	None	1. Supply such certification, release information or documentation as the CHA determines necessary, including but not limited to evidence of citizenship or eligible immigration status, and information for a regularly scheduled reexamination or interim reexamination of family income and composition. Families are required to report increases in income or changes in family composition at the time of its regular reexamination.	None	5-17
	Chicago Housing Choice Voucher Program Family Obligations <u>Leasing Obligations</u>	None	27. Engage in any behavior that disturbs the peaceful and quiet enjoyment by others of the premises and the neighborhood.	None	5-18
Chapter 6					
	6-III.A. OVERVIEW OF RENT AND SUBSIDY CALCULATIONS Family Share	If a family chooses a unit with a gross rent (rent to owner plus an allowance for tenant-paid utilities) that exceeds the PHA's applicable payment standard: (1) the family will pay more than the TTP, and (2) at initial occupancy the PHA may not approve the tenancy if it would require the family share to exceed 40 percent of the family's monthly adjusted income. The income used for this determination must have been verified no earlier than 60 days before the family's voucher was issued. (For a discussion of the application of payment standards, see section 6-III.C.)	Under its MTW Agreement, the CHA will pay an additional subsidy for the unit based on the exception payment standard approved for the unit. The gross rent will equal the exception payment standard. Similarly, at any subsequent regular reexamination: the gross rent exceeds the CHA's applicable payment standard (1) the family will pay no more than the TTP (30% of their income) and (2) the PHA will pay an additional subsidy that is equal to the difference between the gross rent for the unit and the exception payment standard approved for the unit .	6-35	6-35

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Chapter 7	No changes				
Chapter 8	No changes				
	8-I.G. VIOLATION OF CITY OF CHICAGO BUILDING CODE	None	If the CHA is notified by the City of Chicago that a property leased under the HCV program does not meet the local building code, CHA will consider the unit as failing HOS. In such cases, the owner will be notified to make the necessary repairs in accordance with the provisions of this chapter. Owner failure to make the necessary repairs will result in termination of the HAP Contract.	None	8-8
	HAP Contract Termination	None	If the HAP for a unit is abated three or more times during a five year period, the CHA may terminate the contract and will consider terminating the owner's participation in the program.	None	8-17
	8-III.D RENT REASONABLENESS DETERMINATION METHODOLOGY	None	The CHA may also make adjustments based on a property's curb appeal.	None	8-25
Chapter 9	No changes				
Chapter 10					
	Housing Assistance Payments	None	CHA will not make any housing assistance payment (HAP) to the owner for any month after the month the family moves out except in the case of families that were public housing relocatees. If the family was a public housing relocatee that moved out of the unit without providing the owner proper notice as specified in the lease, the CHA will make a housing assistance payment to the owner at the CHA's discretion.	10-7	10-8
Chapter 11					
	11-I.C CONDUCTING REGULAR REEXAMINATIONS	None	The CHA will perform a criminal background check for every adult household member (18 years and older) including Live-In-Aides.	None	11-4
Chapter 12					
	Drug-Related and Violent Criminal Activity	None	The CHA will terminate a family's assistance for illegal possession or use of a firearm or an aggravated assault weapon in violation of federal, state, or local criminal or civil laws by any household member or their guests/guests while on the property or within the immediate vicinity.	None	12-5
	Drug-Related and Violent Criminal Activity	The CHA will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members related to drug-related or violent criminal activity, any eye witnesses accounts, any agent and/or employee of the CHA's investigation indicating current drug-related or violent criminal activity, regardless of whether the family member has been arrested or convicted, and any eviction or notice to evict based on drug-related or violent criminal activity	The CHA will consider all credible evidence, including but not limited to, any record of arrests and/or convictions of household members related to drug-related or violent criminal activity, any eye witnesses accounts, any agent and/or employee of the CHA's investigation indicating current drug-related or violent criminal activity, regardless of whether the family member has been arrested or convicted, and any eviction or notice to evict based on drug-related or violent criminal activity, including illegal possession or use of a firearm or an aggravated assault weapon in violation of federal, state or local criminal or civil laws.	None	12-5
Chapter 13	No changes				
Chapter 14	No changes				
Chapter 15	No changes				
Chapter 16					
	16-IV.B. REPAYMENT POLICY Owner Debts to the PHA	None	Such debts will not be relieved by a bankruptcy filing.	None	16-28
	16-IV.B. REPAYMENT POLICY Family Debts to the PHA	None	Such debts will not be relieved by a bankruptcy filing.	None	16-28
Chapter 17					

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	17-III.B. HOUSING QUALITY STANDARDS	None	<p>In general CHA or its contractors will inspect units in accordance with the requirements stated below and in Chapter 8. Alternatively, CHA may delegate responsibility for conducting unit inspections to the City of Chicago in the case of those properties that are receiving assistance and oversight from City agencies.</p> <p>CHA may also consider delegating the responsibility for conducting HOS inspections to the property manager of projects receiving assistance under the PBV program. In such instances, the property manager will submit a certification that inspections were completed by the anniversary date and CHA will conduct a quality control review of such inspections to assure that they are performed in accordance with the inspection procedures in this Chapter and Chapter 8. In addition, the property manager must provide the CHA with building certifications such as those for boilers and elevators as required by the City of Chicago.</p> <p>If the CHA is notified by the City of Chicago that a property leased under the PBV program does not meet the local building code, CHA will consider the property as failing HOS. Owner failure to make the necessary repairs within the City's required timeframe may result in termination of the HAP Contract. If the property manager does not certify that the inspections were completed by the anniversary date, CHA will abate the HAP for all units in the project until the required inspections are completed. If a unit fails a CHA quality control inspection, CHA will abate the HAP in accordance with the abatement procedures in Chapter 8.</p>	None	17-8
	17-VI.C. ORGANIZATION OF THE WAITING LIST	The CHA will maintain a separate city wide waiting list for the CHA's project-based HCV program. The CHA maintains a separate waiting list for the tenant-based HCV program (See Chapter 4).	<p>The CHA will maintain separate city-wide waiting lists for the project-based HCV program. The CHA will also maintain a separate city-wide waiting list for the project-based supportive housing program. The CHA maintains a separate waiting list for the tenant-based HCV program (See Chapter 4). The CHA may keep the waiting list open for families that meet particular preferences and are referred to CHA for placement on the waiting list by local City agencies or social service agencies. For example, if families on the waiting list meet the tenant site selection preference (i.e., supportive housing for the homeless or families), CHA may accept applications limited to eligible families to ensure the units in the project-based voucher properties are fully occupied.</p>	17-16	17-17
	Priorities:	None	Live in CHA public housing developments that, without supportive services, will not be able to sustain lease compliance and therefore run the risk of becoming homeless (for supportive services units only);	None	17-18
	Preferences:	Live in CHA public housing developments that, without supportive services, will not be able to sustain lease compliance and therefore run the risk of becoming homeless (for supportive services units only);	None	17-17	None
	17-VII.A. Overview	None	CHA may choose to delegate responsibility for conducting initial eligibility determination of income and family composition, regular reexaminations of family income and composition, and interim reexaminations, to the property manager. CHA may also delegate responsibility for calculating the family share and subsidy amount to the property manager. In such instances CHA will conduct a quality control review of the property manager's determinations of eligibility and reexaminations of income and family composition to assure that they are performed in accordance with the applicable provisions of the administrative plan in Chapters 3, 6, 7, and 11.	None	17-23

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	17-VII.C. MOVES Family Right to Move	<p>The family may terminate the lease at any time after the first year of occupancy. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the CHA. If the family wishes to move with continued tenant-based assistance, the family must contact the CHA to request the rental assistance prior to providing notice to terminate the lease.</p> <p>If the family terminates the lease in accordance with these requirements, the CHA will offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance, if it is available. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, the CHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.</p> <p>If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.</p>	<p>The family may terminate the lease at any time after two years of occupancy provided that the family has not violated any of its family obligations. The family must give advance written notice to the owner in accordance with the lease and provide a copy of such notice to the CHA. If the family wishes to move with continued tenant-based assistance, the family must contact the CHA to request the rental assistance prior to providing notice to terminate the lease.</p> <p>In the case of families living in supportive housing under the project-based voucher assistance, the family may terminate the lease at any time of occupancy provided that the family has not violated any of its family obligations and provided that the family no longer requires supportive housing. In such instances, the social service provider and the property manager make the determination that the supportive housing is no longer required. In order to be placed on the CHA's tenant based waiting list, a letter of mutual consent must be provided to CHA that is signed by the social service provider, the property manager, and the family.</p> <p>If the family terminates the lease in accordance with these requirements, the CHA will offer the family the opportunity for continued tenant-based assistance, in the form of a voucher or other comparable tenant-based rental assistance, if it is available. If voucher or other comparable tenant-based assistance is not immediately available upon termination of the family's lease in the PBV unit, CHA will place the family's name on a special waiting list as specified in Chapter 4 and CHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.</p> <p>If the family terminates the assisted lease before the end of two years or in the case of a family that has not completed the supportive services requirements the family relinquishes the opportunity for continued tenant-based assistance.</p>	17-24	17-27
	17-VIII.B. RENT LIMITS	None	<p><u>Rents at Initial Occupancy</u></p> <p>CHA to assure the financial integrity of the PBV project at the time of initial occupancy may provide income to the owner during the initial lease up stage. CHA may make a payment of 50 percent of the contract rent for two months for any units that are not occupied and in some instances an additional payment of 100 percent of the contract rent may be made for one month for unoccupied units. Under no circumstances will CHA make such pre-occupancy payments for a total of more than 90 days for any unit in the project.</p>	None	17-27
	Redetermination of Rent Rent Decrease	None	In any event, CHA will not decrease the contract rent below the initial contract rent stated in the HAP Contract.	None	17-28
Glossary					
		None	<p>Supportive Housing . Supportive housing is affordable housing blended with on-site supportive services, including case management, that help people live more stable, productive lives. Supportive housing benefits individuals and families facing complex challenges, including those who are homeless or at risk of becoming homeless, and those facing serious, persistent challenges to a successful life such as alcohol abuse, substance use, mental illness, HIV/AIDS. Populations served may also include persons with developmental disabilities or the frail elderly.</p>	None	GL-15