



ST. LOUIS
HOUSING
AUTHORITY



Les Chateaux

OCTOBER 22

BOARD OF COMMISSIONERS

REGULAR MEETING

2026

BOARD OF COMMISSIONERS, ST. LOUIS HOUSING AUTHORITY
REGULAR MEETING, OCTOBER 22, 2026, 4:30 P.M.
ST. LOUIS HOUSING AUTHORITY, 3520 PAGE BOULEVARD
ST. LOUIS, MISSOURI 63106
AGENDA

ROLL CALL

CONSENT AGENDA

1. Approval of Minutes, Regular Meeting, September 24, 2026

RESIDENTS' COMMENTS ON AGENDA ITEMS

ITEMS FOR INDIVIDUAL CONSIDERATION

2. Resolution No. 3083

Authorizing and Approving the Submission of the Fiscal Year 2026 Section Eight Management Assessment Program Certification (SEMAP)

3. Resolution No. 3084

Authorizing and Approving Revisions to the St. Louis Housing Authority Housing Choice Voucher Program Administrative Plan

4. Resolution No. 3085

Approving and Authorizing the St. Louis Housing Authority to Submit a Rental Assistance Demonstration (RAD) Application to HUD for a RAD/Section 18 Blend Conversion of Public

CHAIR'S REPORT

DIRECTOR'S REPORT

RESIDENTS' CONCERNS

COMMISSIONERS' CONCERNS

SPEAKERS TO ADDRESS THE BOARD

EXECUTIVE SESSION

A closed meeting may be convened pursuant to the following sections of Section 610.021 of the Missouri Revised Statutes:

RSMO 610.021(3) - Hiring, firing, disciplining or promoting of particular employees

RSMO 610.021(2) - Leasing, purchase or sale of real estate

RSMO 610.021(13) - Individually identifiable personnel records

RSMO 610.021(14) - Records which are protected from disclosure by law

ADJOURNMENT

Please note that this is not a public hearing or forum. Anyone wishing to address the Board must follow the St. Louis Housing Authority's Speaker's Policy. (Contact the Executive Division at Central Office for a copy of the policy.)

APPROVAL OF MINUTES SEPTEMBER 24, 2026

BOARD OF COMMISSIONERS
ST. LOUIS HOUSING AUTHORITY
REGULAR MEETING
SEPTEMBER 24, 2026
4:30 p.m.

CALL TO ORDER

The Board of Commissioners of the St. Louis Housing Authority held a Regular Meeting via Zoom on Thursday, September 24, 2026. Due to the lack of a quorum, official business of the agency could not be conducted; therefore, less formal aspects of the meeting were presented until a quorum could be achieved. Vice-Chair Constantino Ochoa, Jr. stated that there was no Chair's report and he asked Latasha Barnes, Executive Director, to proceed with the Director's Report.

DIRECTOR'S REPORT

Providing an update on the St. Louis Metropolitan Police Department (SLMPD) contract, Ms. Barnes stated that it is time for the St. Louis Housing Authority (SLHA) to renew its partnership with SLMPD. She noted that it is a relationship SLHA has valued for the last 25 years and it has been extremely important for the agency to have this connection. She said SLHA recognizes that there are services that only the police department can provide to the agency, which are higher and far exceed what regular contracted security providers can do. She stated that SLHA is extremely grateful for the partnership and looks forward to preserving the services. She acknowledged Sergeant Regiana Moore with SLMPD and deferred to her to present an update on the police contract

Sgt. Moore stated, as far as the police contract, that she did not have any information for the police department, however, she knows that it is still in the works and that SLMPD will still be a part of SLHA's community with its residents. She said there had not been any change in anything that she knew of.

Sgt. Moore reported that there had been two incidents, one occurring in the LaSalle Park complex and one in the Clinton-Peabody complex. She noted that a domestic assault 4th and property damage incident happened in the LaSalle Park complex, which was some type of family relation with the victim and the suspect, and she provided details. She said the incident in the Clinton-Peabody complex was a suspicious death in one of SLHA's vacant units. She provided details of the incident and noted that the subject did not live in the area. Sgt. Moore stated that she did not know if some of the buildings there are insecure to where the subject got in, but officers were alerted by a neighbor, which prompted them to go inside. She asked if SLHA would like to have the address of the unit to make sure it is secure or to secure it.

Ms. Barnes stated that SLHA has the address. She noted that with the help of one of the residents, SLHA was able to figure it out and SLHA's team was onsite when the matter was identified. She said when looked at, all of the units appear to be secured, but seemingly individuals were entering a unit through a back entryway. She stated that SLHA's team has identified units and has contacted a contractor to resecure the vacant units with a more secure method.

Sgt. Moore stated that she would also have the Housing Unit officers to pay more attention to that area since they are working directly for her with this incidence to make sure that this does not happen again.

Ms. Barnes stated that SLHA appreciates all of the attention the Housing Unit has been paying. She said it is known that some of the patrols have increased and SLHA is thankful. She asked the commissioners if they had any questions for Sgt. Moore.

There were none.

Commissioner Ochoa acknowledged achieving a quorum while Sgt. Moore was presenting. He officially called the meeting to order with a roll call at approximately 4:47 p.m.

Present: Rachel D'Souza
Dara Eskridge
Sal Martinez
Constantino Ochoa, Jr.
Andrea Powell

Absent: Regina Fowler

Commissioner Ochoa asked Ms. Barnes to continue with her report and afterwards, the board would return to the business items on the consent agenda.

Providing updates about SLHA's public housing operations and some of the agency's portfolio repositioning efforts, Ms. Barnes stated that occupancy still remains an important operational priority for the agency. She said over the past month, specifically at the end of August, it was noticed that the occupancy rates had decreased across all of the sites, with the exception of one, and the tenant attrition rate outpaced some of the new move-ins by doubled. She noted that this is something that the operations team has been talking about and digging into to identify where some of the hurdles are and to get some of the vacant units back into production and reoccupied. She stated that SLHA had 15 sites that reached and maintained an occupancy rate of 90% or greater, with three sites exceeding 95%. She said the other sites teetered between the 80% and 90% mark, with several sites experiencing tremendous challenges. Those sites being Cochran Plaza where SLHA has had the greatest number of longstanding vacancies; Southside Scattered Sites, which includes California Gardens, which is completely vacant at this time; Northside Scattered Sites, which includes Hodiamont, which is slated for disposition and completely vacant at this time; and some of the mixed-finance sites, like Cambridge Heights, which is under receivership, and Murphy Park, which is slated for redevelopment. Ms. Barnes stated that there are 318 unleased units across SLHA's portfolio, with 189 being vacant for more than 180 days. She said this is an increase and most of the increase has happened at the mixed-finance sites. She noted that of the long-term vacant units, 43 were at SLHA-managed sites and 146 were at mixed-finance properties that are severely distressed and in need of repositioning and redevelopment.

Ms. Barnes acknowledged the significant investments SLHA had received from the City of St. Louis and provided an update on how those matters are progressing. She said SLHA has received approximately \$2.7 million from the City of St. Louis in recent years in support of preserving and expanding housing opportunities and addressing vacancies across the agency's portfolio, which include a \$2 million award for vacant unit rehabilitation and an additional \$700,000 allocation specifically for Parkview to increase housing opportunities for seniors in need. She noted that the cost for rehabilitating those units has been significantly more expensive than originally projected, currently averaging approximately \$43,000 a unit, which has slowed down the process and minimized the output initially hoped for, but SLHA is looking at nine units coming back online at Samuel Shepard, with six of the units already being complete, 10 units are in process at Page Manor, five units recently came back online at Lookaway Apartments, six units recently came back online at McMillan Manor Phase I and another six units at McMillan Manor Phase II, with another 12 units across both of the phases currently in the rehabilitation process. Ms. Barnes stated that with the additional funds SLHA has from the City of St. Louis, it will be looking to plan for another 24 units, which have not yet been identified. She noted that the Development and Modernization team is at capacity with all of the ongoing repositioning efforts, current projects and some of the Capital improvements happening across the agency's portfolio. She said it is hoped to be able to identify the next slate of 24 units utilizing the funding from the City of St. Louis, which would also help the vacancy numbers move in the right direction. She stated, for the Parkview allocation, 33 of the 40 allocated units have been returned to service and are currently being reoccupied and seven units are in process. She noted that SLHA is making decent progress in moving towards turning 100 long-term vacant units using the funding received from the City of St. Louis. Ms. Barnes stated that in addition to the award from the City of St. Louis, SLHA received an additional \$250,000 award to support unit turns for disaster-impacted household, which has been fully expended. She recalled reporting in August that SLHA had issued a solicitation to bring in a contractor to help the agency rehabilitate 28 units at California Gardens. She shared that SLHA issued a notice of award the week of September 21, 2026 to the tune of approximately \$4 million to a contractor to help bring those units online. She said these details were provided to give the board an idea of the scope of work needed to help rehabilitate some of the sites and so the board knows and

understands why it is so important that the agency continues to pursue those options diligently, particularly in light of the agency's occupancy challenges. She stated that it is important to see these issues in the broader scheme of what is happening in the portfolio needs across the sites. She said as SLHA continues to see significant capital needs, it makes turning vacant units even more challenging and it makes repositioning the agency's assets from public housing to RAD essential, which is a much more stable Capital funding source for long-term success and viability of affordable housing.

Ms. Barnes stated, on the public housing operation side, that SLHA is continuing its work with HUD and has been incorporating a lot of their advice through the technical assistance they have been providing to agency. She said SLHA continues to meet with HUD monthly to review policies and the agency has been accepting their recommendations and resubmitting revisions and updates to policies, incorporating best practices as HUD gives the agency additional guidance. She noted that some of the things SLHA is targeting is trying to reduce its unit turnaround times to 21 days. She said the agency's goal is to turn a unit that does not require substantial rehabilitation within the 21 day framework and get it reoccupied. She noted that this is something that has been a challenge for the agency, given its longstanding vacancies and some of the unit needs, but 21 days will continue to be the goal and SLHA will continue to press towards that mark. Ms. Barnes stated that SLHA was able to submit some verifications of some of the tasks completed related to the Corrective Action Plan that HUD had provided to the agency. She said SLHA is continuing to work with HUD to ensure that its policies and procedures are being implemented consistently and to ensure that the agency is tracking and monitoring its outcomes and starting to make consistent progress towards its goals. She noted that as SLHA continues to send over verifications of some of the agency's site inspections and quality control inspections, and occupancy planning meetings and some of the corrective action measures that it is utilizing with different teams, including its mixed-finance partners, SLHA is hoping to see more consistent outcomes across its portfolio.

Ms. Barnes shared that SLHA achieved a recertification reporting rate of 96% for the first time in several years and for the month of September, SLHA's reporting rate was 95.93%. She said the team has been very successful in maintaining those and even though SLHA serves over 2,000 households in its Public Housing Department, the agency only has 82 outstanding recertifications as of this month, with 44 of those being for SLHA-managed sites and 38 being at the mixed-finance sites. She noted that progress is coming and is steady. She said SLHA is facing its challenges head on and is trying to be innovative to overcome some of the barriers that it is facing.

Ms. Barnes stated, on the Housing Choice Voucher (HCV) side, that the department remains at 100% utilization and the recertification reporting rate for the program is 98%. She said the department is operating very strongly and based on current projections, it is believed that SLHA will achieve high performer standing for a second year in a row thanks to the hard work of Carla Matthews, HCV Director, and her team. She stated that because HCV's operations have been so strong, SLHA is looking forward to ways to expand opportunities for families in the program and is thinking about how to utilize those benefits to create additional opportunities for the families to acquire wealth. Ms. Barnes said SLHA sees its Bridge-to-Homeownership program as a great opportunity to do that and SLHA recently completed a national homeownership cohort in partnership with Land Reutilization Authority, St. Louis Development Corporation, US Bank, some other partners and Ascend STL. She stated that through this national cohort, HCV-to-Homeowner, they are going to be working to create a framework that converts vacant LRA parcels and properties into new homeownership opportunities for qualified HCV participants. She said this will help SLHA reach its goal of creating 500 new homeowners in the region and help SLHA support its regional efforts to rebuild after last year's storm. She noted that this is something that SLHA is excited about and she looks forward to continuing to provide updates.

Highlighting resident and community engagement activities, Ms. Barnes shared that SLHA had five members of its Circle of Friends senior program to receive an all-expenses-paid opportunity to participate in the Paula J. Carter Center's Minority Institute on Meaningful Aging held in Columbia, Missouri last month. She said they did activities, attended workshops and joined approximately 155 other older adults from across the state to learn about issues that impact them in critical ways. She said she was grateful for the invitation for them to participate and for the opportunity given to them to address the full conference as a part of the closing ceremony to talk about the work they are doing through SLHA's Circle of Friends program, which has been award winning and recognized across the state for its tremendous impacts.

Providing an update on the S.E.E.D.S., Ms. Barnes recalled sharing their mental health public awareness campaign last month and how they were invited to launch their campaign at the Black Male Suicide Awareness Initiative hosted by the Organization for Black Struggle. She said in an effort to continue supporting the work of SLHA's young people and to further their public awareness cause, SLHA will host a team of staff members and community partners to participate in the American Foundation for Suicide Prevention's Out of the Darkness Community Walk on September 27, 2026 and SLHA's youth are going to host a table. She stated that it is going to be a great opportunity to help them further their campaign and share the word about why black mental health specifically is so important.

Ms. Barnes shared that SLHA is preparing for national night out with James House Apartments located in the Ville neighborhood. She said this will be an opportunity for SLHA to help its residents and support community partners as they strengthen relationships with law enforcement in that area.

Ms. Barnes stated that SLHA will be hosting a trunk or treat this year in partnership with Cardinal Glennon and supported by Cardinal Cares grant funds that SLHA was able to receive. She noted that this event will take place on October 24, 2026 and all staff, board members and volunteers are welcome to join the agency and host a trunk.

Concluding with her report, Ms. Barnes returned to the consent agenda for presentation of the business items.

CONSENT AGENDA

Approval of Minutes

Commissioner Martinez moved to approve the minutes of August 27, 2026. Commissioner Eskridge seconded the motion. The motion passed with all commissioners voting aye.

ITEMS FOR INDIVIDUAL CONSIDERATION

Resolution No. 3079

Authorizing the Write-Off of Vacated Tenant Account Receivable Balances.

Presenting Resolution No. 3079, Ms. Barnes stated that SLHA is requesting to write-off approximately \$308,803 (rounded) in uncollectible tenant accounts. She noted that the amount of the write-off this year is down approximately 26.8% from the request in 2025, 65.7% lower than the request in 2024 and 47.7% lower than the request in 2023. She said it is believed that SLHA is on a more normal trend and very close to where it was in 2022, even though this write-off amount is approximately 19% lower than the 2022 level, which was \$378,302. She noted that of the amount requested to be written off, 95% specifically includes SLHA-managed account, totaling \$289,457, which is down 21% from 2025 where the agency was slightly over \$368,000 in uncollectible tenant accounts. Ms. Barnes stated that the biggest change between this year's write-off and last year's write-off came down to SLHA's mixed-finance partners, with the most decrease coming from the mixed-finance sites, specifically SLHA received no submissions from McCormack Baron this year related to uncollectible accounts and the submissions for both Fox Grove and Cambridge Heights were lower than they had been in prior years. She noted that Volunteers of America was the only mixed-finance partner that SLHA saw an increase in uncollectible accounts, which was for Les Chateaux. She said Volunteers of America's uncollectible accounts increased by 67% and they are asking for about \$13,000 to be written off, which is a relatively low amount. Ms. Barnes stated that overall trends tend to reflect that there is some normalization happening. She recalled that in 2024, SLHA saw an anomaly in the amount of uncollectible rents that had to be written off that year, which was partially due to the transition from third-party management to SLHA self-managing several of the AMPs within its portfolio and identifying longstanding overdue accounts and cleaning up the books. She said it is believed that SLHA is back to the 2022 trend and earlier trends and it is hoped that it continues to stabilize and decrease over time as the agency strengthen some of its tenant accounts receivable practices. She stated that board approval was requested to write off the tenant account receivable balances and she asked if there were any questions about SLHA's write-off process.

There were none.

Commissioner Martinez moved to approve Resolution No. 3079. Commissioner D'Souza seconded the motion. The motion passed with all commissioners voting aye.

Resolution No. 3080

Authorizing and Approving the Payment Standards (Small Area Fair Market Rents) for the Housing Choice Voucher Program.

Presenting Resolution No. 3080, Ms. Barnes stated that HUD issues new payment standards each year for all public housing authorities across the nation. She said this resolution represents the most recent payment standards issued for SLHA to accept in keeping with HUD's practices. She noted that across the board, SLHA is generally seeing an increase in its Housing Choice Voucher payment standards, which is good because it gives SLHA's HCV families an opportunity to have greater housing options and to be able to afford some of the fair market increases seen in the region. She stated that Carla Matthews, Director of the Housing Choice Voucher Program, was present to answer any specific questions that the board may have about the payment standards.

There were none.

Commissioner Martinez moved to approve Resolution No. 3080. Commissioner Eskridge seconded the motion. The motion passed with all commissioners voting aye.

Resolution No. 3081

Authorizing and Approving the Allowances for Tenant-Furnished Utilities and Other Services for the Housing Choice Voucher Program.

Presenting Resolution No. 3081, Ms. Barnes stated that similar to the payment standards, the utility allowances are updated each year by HUD and are measured according to what is happening in the regional market. She noted that the utility allowances decreased slightly this year and she deferred to Ms. Matthews to answer any specific questions about the utility schedules and the new amounts that will go into effect at the start of the new year.

There were no questions.

Ms. Barnes asked Ms. Matthews if she recalled specifically how much the utility allowances are decreasing by.

Ms. Matthews responded, "Approximately 2.127%."

Commissioner D'Souza moved to approve Resolution No. 3081. Commissioner Martinez seconded the motion. The motion passed with all commissioners voting aye.

Resolution No. 3082

Authorizing and Approving the Operating Budget for Fiscal Year Ending September 30, 2027.

Presenting Resolution No. 3082, Ms. Barnes stated that SLHA conservatively estimated the proration amount for the subsidy levels at 86%, which is consistent with the current subsidy levels the agency is receiving from HUD. She noted that SLHA was able to reallocate some unutilized funds to help enhance security measures at several of its sites, which includes adding additional services, such as guards, cameras and things of that nature at sites where there has been an increase in activity. She said most recently, SLHA was also able to add additional funding support to several of its sites in need of significant vacant unit support. She stated that sites like Cochran received an additional allotment of funds allocated to its budget and sites like James House, Euclid Plaza, Kingsbury and McMillan Manor that were hit by the storms also received additional allotments, as well as Parkview. She said SLHA is trying to be very mindful of the needs across its portfolio and is making sure to allocate funds responsibly to address all the needs arising, according to the sites with the greatest needs. Ms. Barnes stated that Darlisha Cooper, Director of Finance, was present to answer any questions that the board may have about the final budget for fiscal year 2027.

There were none.

Commissioner Eskridge moved to approve Resolution No. 3082. Commissioner D'Souza seconded the motion. The motion passed with all commissioners voting aye.

Commissioner Ochoa stated that although the resolutions are dense on paper, a lot of work went into preparing them. He thanked Ms. Barnes and her staff for working on them.

ADJOURNMENT

Commissioner Martinez moved to adjourn the meeting. Commissioner Eskridge seconded the motion. The vote was in favor of passing the motion with all commissioners voting aye. The meeting thereupon adjourned at 5:14 p.m.

Regina Fowler, Chair
Board of Commissioners
St. Louis Housing Authority

Latasha Barnes, Secretary
Board of Commissioners
St. Louis Housing Authority

(SEAL)

RESOLUTION No. 3083

MEMORANDUM

To: Board of Commissioners

Through: Latasha K. Barnes, Executive Director

From: Carla Matthews, Director of Operations for Housing Choice Voucher

Date: October 7, 2026

Subject: Resolution No. 3083
Authorizing and Approving the Submission of the Fiscal Year 2026 Section Eight
Management Assessment Program Certification (SEMAP)

Board approval is requested for the submission of the 2026 Section Eight Management Assessment Program Certification.

The Section Eight Management Assessment Program (SEMAP) measures the performance of public housing agencies (PHAs) that administer the Housing Choice Voucher program in 14 key areas. SEMAP helps HUD target monitoring and assistance to PHA programs that need the most improvement.

**AUTHORIZING AND APPROVING THE SUBMISSION OF THE FISCAL YEAR 2026
SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM CERTIFICATION**

WHEREAS, required by 24 CFR Section 985.1 (effective October 13, 1998), the United States Department of Housing and Urban Development is authorized to conduct an annual Section Eight Management Assessment Program (SEMAP) and housing authorities administering a Section 8 tenant-based assistance program must submit a certification; and

WHEREAS, the staff of the St. Louis Housing Authority has compiled required data and completed the required Certificate (attached hereto as Exhibit A); and

WHEREAS, the competent legal counsel of the St. Louis Housing Authority has determined that the actions contemplated are in compliance with all local, state and federal requirements, statutes and rules promulgated by the United States Department of Housing and Urban Development.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY THAT:

1. The Board of Commissioners approves the enclosed Section Eight Management Assessment Program response.
2. The Chair is authorized to sign the Section Eight Management Assessment Program Certification and the Secretary is authorized to attest to that signature.
3. The Executive Director is directed to do all things necessary to submit the Certification.

SEMAP SUMMARY SCORE SHEET
FISCAL YEAR END SEPTEMBER 30, 2026

SEMAP Indicators		Self Certification Score				
		Sample Size	Met Criteria	Points Earned	Possible Points	Score %
Indicator 1	Selection from the Waiting List	6	6	15	15	100%
Indicator 2	Reasonable Rent	56	56	20	20	100%
Indicator 3	Determination Adjusted Income	56	56	20	20	100%
Indicator 4	Utility Allowance Schedule	N/A	N/A	5	5	100%
Indicator 5	HQS Quality Control Inspections	59	59	5	5	100%
Indicator 6	HQS Enforcement	30	30	10	10	100%
Indicator 7	Expanding Housing Opportunities	N/A	N/A	5	5	100%
Indicator 8	Payment Standards	N/A	N/A	5	5	100%
Indicator 9	Annual Reexaminations	N/A	N/A	10	10	97%
Indicator 10	Correct Tenant Rent Calculations	N/A	N/A	5	5	100%
Indicator 11	Pre-Contract HQS Inspections	N/A	N/A	5	5	100%
Indicator 12	Annual HQS Inspections	N/A	N/A	5	10	94%
Indicator 13	Lease-Up	N/A	N/A	20	20	100%
Indicator 14 (A)	Family Self-Sufficiency Enrollment	N/A	N/A	5	5	100%
Indicator 14 (B)	Percent of FSS with Escrow	N/A	N/A	5	5	100%
Total				140	145	97%
Indicator 15	Deconcentration Bonus				5	

PIC Score		
PIC Score	Possible Points	Met Criteria
15	15	
20	20	
20	20	
5	5	
5	5	
10	10	
5	5	
5	5	
10	10	97%
5	5	100%
5	5	100%
5	10	94%
20	20	100%
5	5	100%
5	5	100%
140	145	97%
	5	

SEMAP Self Certification Score:97%

SEMAP Self Certification Rating:High Performer

SEMAP PIC Score:97%

SEMAP PIC Rating:High Performer

SLHA Self-Certification Score					
Indicator	Description	MAX SEMAP Points	Estimated SEMAP Points	Goal Met (Yes or No)	SEMAP (Percent)
1	Selection from the Waiting List	15	15	Y	100%
2	Reasonable Rent	20	20	Y	100%
3	Determination of Adjusted Income	20	20	Y	100%
4	Utility Allowance Schedule	5	5	Y	100%
5	HQS Quality Control Inspections	5	5	Y	100%
6	HQS Enforcement	10	10	Y	100%
7	Expanding Housing Opportunities	5	5	Y	100%
8	Payment Standards	5	5	Y	100%
9	Annual Reexaminations	10	10	Y	97%
10	Correct Tenant Rent Calculations	5	5	Y	100%
11	Pre-Contract HQS Inspections	5	5	Y	100%
12	Annual HQS Inspections	10	5	Y	94%
13	Lease-Up	20	20	Y	100%
14a	Family Self-Sufficiency Enrollment	5	5	Y	100%
14b	Percent of FSS with Escrow	5	5	Y	100%
	Total Possible SEMAP Points	145	140	Score	97%
	Deconcentration Bonus	5	0		
	High Performer = 90 - 100%				
	Standard Performer = 61 - 89%				
	Troubled Performer = 60% or less				

PIC Score					
Indicator	Description	MAX SEMAP Points	Estimated SEMAP Points	Goal Met (Yes or No)	SEMAP (Percent)
1	Selection from the Waiting List	15	15	Y	100%
2	Reasonable Rent	20	20	Y	100%
3	Determination of Adjusted Income	20	20	Y	100%
4	Utility Allowance Schedule	5	5	Y	100%
5	HQS Quality Control Inspections	5	5	Y	100%
6	HQS Enforcement	10	10	Y	100%
7	Expanding Housing Opportunities	5	5	Y	100%
8	Payment Standards	5	5	Y	100%
9	Annual Reexaminations	10	10	Y	97%
10	Correct Tenant Rent Calculations	5	5	Y	100%
11	Pre-Contract HQS Inspections	5	5	Y	100%
12	Annual HQS Inspections	10	5	Y	94%
13	Lease-Up	20	20	Y	100%
14a	Family Self-Sufficiency Enrollment	5	5	Y	100%
14b	Percent of FSS with Escrow	5	5	Y	100%
Total Possible SEMAP Points		145	140	Score	97%
Deconcentration Bonus		5	0		
High Performer = 90 - 100%					
Standard Performer = 61 - 89%					
Troubled Performer = 60% or less					

RESOLUTION No. 3084

MEMORANDUM

To: Board of Commissioners

Through: Latasha K. Barnes, Executive Director

From: Carla Matthews, Director of Operations for Housing Choice Voucher

Date: October 7, 2026

Subject: Resolution No. 3084
Authorizing and Approving Revisions to the St. Louis Housing Authority Housing
Choice Voucher Program Administrative Plan

Board approval is requested to revise the St. Louis Housing Authority's (SLHA) Housing Choice Voucher (HCV) Administrative Plan. SLHA must adopt a written HCV Administrative Plan that establishes local policies for administration of the HCV program in accordance with HUD requirements. The HCV Administrative Plan and any revisions of the plan must be formally adopted by SLHA's Board of Commissioners.

The HCV Administrative Plan must be in accordance with HUD regulations and requirements. The HCV Administrative Plan is a supporting document to the Agency Plan and must be available for public review. SLHA must revise its HCV Administrative Plan, if needed, to comply with HUD requirements.

**AUTHORIZING AND APPROVING REVISIONS TO THE ST. LOUIS HOUSING AUTHORITY HOUSING CHOICE
VOUCHER PROGRAM ADMINISTRATIVE PLAN**

WHEREAS, the St. Louis Housing Authority (SLHA) desires to revise its Housing Choice Voucher Program Administrative Plan to provide additions, clarifications and changes in accordance with Federal regulations with the U.S. Housing Act of 1937; and

WHEREAS, the revisions to the Housing Choice Voucher Program Administrative Plan have been prepared in accordance with the requirements of 24 CFR Part 903, 982; and

WHEREAS, SLHA must administer its Housing Choice Voucher Program in accordance with its Administrative Plan; and

WHEREAS, the SLHA Housing Choice Voucher Program Administrative Plan covers all local policies for administration of the program, including policies on its project-based voucher (PBV) program.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING
AUTHORITY THAT:**

1. The revised St. Louis Housing Authority Housing Choice Voucher Program Administrative Plan is hereby adopted and approved.
2. The Executive Director is hereby directed to take all actions necessary to implement the revisions to the Housing Choice Voucher Program Administrative Plan.

Administrative Plan Changes/Additions 2026*

Chapter	Current	Change/Addition/Comment	Page
Chapter 1 Overview and Purpose of the Plan 1.2 Mission Statement	The St Louis Housing Authority commits to efficiently build and maintain desirable, affordable housing for residents of the St. Louis area through forthright leadership, innovative partnerships, progressive technology, and expansion of new resources. We seek to improve the quality of life for employees, residents and the community by providing employment opportunities, education, training and ethical, professional service.	The St. Louis Housing Authority is committed to providing diverse housing opportunities and to enhancing the quality of life of the families we serve.	1-1
Chapter 4 General Program Administration 4.6.3.1 Consent Forms	SLHA requires all adult family members, both applicants and participants, to sign form HUD-9886, Authorization for Release of Information. The purpose of form HUD-9886 is to facilitate automated data collection and computer matching from specific sources and to provide the family's consent for release of information for the specific purposes listed on the form. Adult family members must sign other consent forms as needed to collect information relevant to the family's eligibility and level of assistance. SLHA will deny admission to applicants and terminate assistance of participants for failure of any adult family member to sign required consent forms. The family may request an informal review (applicants), or informal hearing (participants) as described in Chapters 11 and 30.	Replace form HUD-9886, Authorization for Release of Information with HUD-9886-A Authorization for Release of Information.	4-3
Chapter 4 General Program Administration 4.8 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.8.1 Overview	The Violence against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault or stalking who are applying for or receiving assistance under the HCV program. Specific VAWA policies are located primarily in the following sections: Section 8.3.3, "Family Breakup"; Section 10.9, "Prohibition against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Sexual assault and Stalking"; Section 25.2, "Allowable Moves"; and Section 29.7.4, "Terminations Related to Domestic Violence, Dating violence, Sexual Assault or Stalking."	The Violence Against Women Act (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault or stalking who are applying for or are the beneficiaries of assistance under a covered HUD program, such as SLHA's HCV program. Notwithstanding, the title of the statute, the protections under the statute cover victims regardless of sex, gender identity, or sexual orientation. Consistent with the nondiscrimination and equal opportunity requirements of 24 CFR 5.105(a), victims cannot be discriminated against on	4-5

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		the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability or age. SLHA's HCV program operates consistent with HUD's Equal Access Rule, which requires that HUD-assisted and HUD-insured housing be made available to all otherwise eligible individuals and families regardless of actual or perceived sexual orientation, gender identity or marital status.	
Chapter 4 General Program Administration 4.8. Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.8.2 Definitions [24 CFR 5.2003]		As used in VAWA: ● <i>Actual and imminent threat</i> refers to a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: The duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur. ● <i>Affiliated individual</i>, with respect to an individual, means: ○ A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or ○ Any individual, tenant, or lawful occupant living in the household of that individual. ● <i>Bifurcate</i> means to divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the	4-5

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		applicable HUD-covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants. • <i>Covered housing provider</i> refers to the individual or entity under a covered housing program that has responsibility for the administration and/or oversight of VAWA protections and includes PHAs, sponsors, owners, mortgagors, managers, State and local governments or agencies thereof, nonprofit or for-profit organizations or entities. The program-specific regulations for the covered housing programs identify the individual or entity that carries out the duties and responsibilities of the covered housing provider as set forth in part 5, subpart L. For any of the covered housing programs, it is possible that there may be more than one covered housing provider; that is, depending upon the VAWA duty or responsibility to be performed by a covered housing provider, the covered housing provider may not always be the same individual or entity. • <i>Dating violence</i> means violence committed by a person: ○ Who is or has been in a social relationship of a romantic or intimate nature with the victim; and ○ Where the existence of such a relationship shall be determined	
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		based on a consideration of the following factors: the length of the relationship; the type of relationship; and the frequency of interaction between the persons involved in the relationship. • <i>Domestic violence</i> includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction. The term "spouse or intimate partner of the victim" includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship. • <i>Sexual assault</i> means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent. • <i>Stalking</i> means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: fear for	
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		the person's individual safety or the safety of others; or suffer substantial emotional distress.	
Chapter 4 General Program Administration 4.8 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.8.2 Notification 4.8.2.1 Notification to Program Applicants and Participants	SLHA will provide all applicants and participants with information about VAWA at the time of their eligibility briefing. VAWA information provided to applicants and participants will consist of a notice summarizing the rights and protections provided by VAWA and a copy of form HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault, and Stalking.	SLHA will provide each of its applicants and participants the following information regarding VAWA (i) at the time the applicant is denied assistance or admission to SLHA's HCV program; (ii) at the time an individual is admitted to SLHA's HCV program; and (iii) with any notification of termination of participation in SLHA's HCV program: (i) Form HUD-5380, Notice of Occupancy Rights under the Violence Against Women Act, which explains the VAWA protections, including the right to confidentiality, and any limitations on those protections; and (ii) Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation, which is the certification form approved by HUD to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault, or stalking.	4-6

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Chapter 4 Program Administration 4.8 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.8.3.2 Notification to Owners and Management Agents	SLHA will provide owners and management agents with information about their rights and obligations under VAWA with each owner/agent packet. VAWA information provided to owners will consist of the notice summarizing the rights and protections provided by VAWA and a copy of form HUD-50066, Certification of Domestic Violence, Dating violence, Sexual Assault, and Stalking.	SLHA will provide owners and management agents with the following information regarding VAWA with each owner/agent packet (i) Form HUD-5380, Notice of Occupancy Rights under the Violence Against Women Act, which explains the VAWA protections, including the right to confidentiality, and any limitations on those protections; and (ii) Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation, which is the certification form approved by HUD to be completed by the victim to document an incident of domestic violence, dating violence, sexual assault, or stalking.	4-6
Chapter 4 General Program Administration 4.8 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.8.3 Request for Documentation 4.8.3.1 Overview	When SLHA is presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, stalking, or criminal activity related to any of these forms of abuse, it may request that the individual making the claim document the abuse. Any request for documentation will be in writing, and the individual will be allowed at least 14 business days after receipt of the request to submit the documentation. The individual may satisfy SLHA's request by providing any one of the following three forms of documentation [24 CFR 5.2007(b): • A completed and signed HUD-approved certification form (HUD-50066, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which will include the name of the perpetrator • A federal, state or local police report or court record • Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent or volunteer of a victim service provider, an attorney or a medical professional. The person signing the documentation will attest under penalty of perjury to	If an applicant to or participant in SLHA's HCV program represents to SLHA that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking entitled to the protections or remedies under VAWA, SLHA may request that the applicant or participant submit the following specified documentation to SLHA. Any request by SLHA for documentation will be in writing, and the individual will be allowed fourteen (14) business days after receipt of the request to submit the documentation. The individual may satisfy SLHA's request by providing any one of the following permissible forms of documentation. It is at the discretion of the applicant or participant which one of the forms of documentation to submit: 1) A completed and signed Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation that: (i) States the applicant or tenant is a victim of domestic violence dating violence, sexual assault or stalking;	4-6

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	the person's belief that the incidents in question are bona fide incidents of abuse. The victim will also sign the documentation SLHA will not require third party documentation in addition to certification (form 1), except as specified in Section 4.8.3.2. All requests for documentation of VAWA issues specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation will be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline. SLHA may extend the deadline upon request.	(ii) States the incident of domestic violence, dating violence, sexual assault, or stalking meets the applicable definition under VAWA; and (iii) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking <i>if</i> the name is known <i>and</i> safe to provide. 2) A document: (i) signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. (ii) signed by the applicant or tenant; and (iii) that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under VAWA; or 3) A record of a Federal, State, tribal, territorial or local law enforcement agency, court or administrative agency. SLHA will not require third party documentation in addition to certification, except as specified in Section 4.8.4.2. All requests for documentation of VAWA issues must specify a deadline of 14 business days following receipt of the request, describe the three forms of acceptable documentation, provide	
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		explicit instructions on where and to whom the documentation will be submitted, and state the consequences for failure to submit the documentation or request an extension in writing by the deadline. SLHA may extend the deadline upon request.	
Chapter 4 General Program Administration 4.8 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality 4.8.3 Documentation [24 CFR 5.2007] 4.8.3.1 Conflicting Documentation [24 CFR 5.2007(e)]	If presented with conflicting certification documents (two or more forms HUD-50066) from members of the same household, SLHA will attempt to determine which is the true victim by requiring each of them to provide third party documentation. SLHA will honor any court orders issued to protect the victim or to address the distribution of property.	If SLHA receives documentation under the above section that contains conflicting information (including certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator) SLHA may require an applicant or participant to submit third-party documentation, as described in the section above, within thirty (30) calendar days of the date of the request for the third-party documentation.	4-6
Chapter 4 General Program Administration 4.8 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality	SLHA may provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse. If SLHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, SLHA will document acceptance of the statement or evidence in the individual's file.	SLHA may, at its discretion, require no documentation or may accept an individual's own statement or other corroborating evidence - i.e., without requiring any other form of documentation. If SLHA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, SLHA will document acceptance of the statement or evidence in the individual's file.	4-6

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Chapter 4 General Program Administration 4.8 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality	In order to deny relief for protection under VAWA, SLHA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time as SLHA may allow, SLHA may deny relief for protection under VAWA.	If an applicant or participant does not provide documentation requested by SLHA under this section within the timeframe provided, nothing in VAWA limits SLHA's authority to (A) deny admission to or assistance under SLHA's HCV program, or to terminate the participation in SLHA's HCV program.	4-6
Chapter 4 General Program Administration 4.8 Violence Against Women Act (VAWA): Notification, Documentation, Confidentiality	All information provided to SLHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, will be retained in confidence. SLHA will not enter the information into any shared database, will not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work, and will not provide the information to any other entity or individual, except to the extent that the disclosure is requested or consented to by the individual in writing, required for use in an eviction proceeding, or otherwise required by applicable law. If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, SLHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.	All information provided to SLHA regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking, will be maintained in strict confidence. SLHA will not enter the information into any shared database will not allow any person within their employ, including contractors, to have access to confidential information unless explicitly authorized by SLHA for reasons that specifically call for these individuals to have access under applicable Federal, State or local law, and will not disclose confidential information to any other entity or individual, except to the extent that the disclosure is 1) requested or consented to by the individual in writing in a time-limited release; 2) required for use in an eviction proceeding or hearing regarding termination of assistance from SLHA's program; or 3) otherwise required by applicable law. If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, SLHA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.	4-7

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5.3.2 Application Process	Initial preapplications will not require an interview. Submission of a complete preapplication establishes the family's date and time of preapplication for placement order on the waiting list. The preapplication requires the provision of the following information: ▪ Names of adult members and age of all members ▪ Sex and relationship of all members ▪ Street address and phone numbers ▪ Mailing address if different from street address ▪ Amount(s) and source(s) of income received by household members ▪ Information related to qualification for preference or special admissions ▪ Social Security numbers ▪ Race/Ethnicity ▪ Citizenship/Eligible immigration status ▪ Request for Specific Accommodation needed to fully utilize program and services	Initial preapplications will not require an interview. Submission of a complete preapplication establishes the family's date and time of preapplication for placement order on the waiting list. The preapplication requires the provision of the following information: ▪ Names of adult members and age of all members ▪ Sex and relationship of all members ▪ Street address and phone numbers ▪ Email address ▪ Mailing address if different from street address ▪ Amount(s) and source(s) of income received by household members ▪ Information related to qualification for preference or special admissions ▪ Social Security numbers ▪ Race/Ethnicity ▪ Citizenship/Eligible immigration status ▪ Request for Specific Accommodation needed to fully utilize program and services	5-2
5.6 Special Programs Application	SLHA administers several special programs that have program specific admissions requirements. The applicants for these programs are admitted through referrals and do not follow the regular application process. The specific requirements of each program are found in the chapter that covers those programs. The programs are as follows: ▪ Project-Based Vouchers (PBV) (Chapter 31) ▪ Veterans Affairs Supportive Housing Program (VASH) (Chapter 32)	SLHA administers several special programs that have program specific admissions requirements. The applicants for these programs are admitted through referrals and may not follow the regular application process. The specific requirements of each program are found in the chapter that covers those programs. The programs are as follows: ▪ Project-Based Vouchers (PBV) (Chapter 31) ▪ Veterans Affairs Supportive Housing Program (VASH) (Chapter 32)	5-3

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Chapter 6 Waiting List and Applicant Selection 6.4 Waiting List Preferences [24 CFR 982.207]	SLHA has established a preference system for admission to its HCV assistance programs. SLHA uses the following local preference system: ▪ In-place families in units converted to PBV assistance ▪ Families who are involuntarily displaced by natural disaster or government action ▪ Disabled persons or families with a disabled member as defined in this Plan ▪ Victims of domestic violence ▪ Families who are homeless in accordance with the definition provided in this Plan ▪ Non-elderly persons with disabilities transitioning out of an institutional or segregated setting or at serious risk on institutionalization ▪ At risk of becoming homeless	SLHA has established a preference system for admission to its HCV assistance programs. SLHA uses the following local preference system: ▪ In-place families in units converted to PBV or PBRA assistance ▪ Families who are involuntarily displaced by natural disaster or government action ▪ Disabled persons as defined in this Plan ▪ Victims of domestic violence, dating violence, sexual assault, or stalking ▪ Families who are homeless or at risk of becoming homeless in accordance with the definition provided in this Plan ▪ Non-elderly persons with disabilities transitioning out of an institutional or segregated setting, at serious risk or institutionalization	6-3
Chapter 6 Waiting List and Applicant Selection 6.3.2 Project-Based Programs List [24 CFR 982.204 and 205]	SLHA has established and manages separate waiting lists for individual projects that receive Project-Based Voucher (PBV) assistance. SLHA will offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.	SLHA or its designee shall establish and maintain each waiting list with sufficient information to ensure proper selection for projects receiving Project-Based Voucher (PBV) assistance. SLHA will also offer applicants on the tenant-based waiting list the opportunity to be added to the PBV waiting list.	6-3

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Chapter 6 Waiting List and Applicant Selection 6.4 Waiting List Preferences [24 CFR 982.207] 6.4.4 Victims of Domestic Violence	To qualify for this preference, an applicant must present evidence that the family has been displaced as a result of fleeing violence in the home. Families are also eligible for this preference if there is proof that the family is currently living in a situation where they are being subjected to or victimized by violence in the home. Suitable evidence can be provided from law enforcement officials or social service agencies that have adequate knowledge of the family's living situation.	To qualify for the preference under VAWA, the applicant must provide one of the following permissible forms of documentation. It is at the discretion of the applicant or participant which one of the forms of documentation to submit: 1) A completed and signed Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation that: (i) States the applicant or tenant is a victim of domestic violence dating violence, sexual assault or stalking; (ii) States the incident of domestic violence, dating violence, sexual assault, or stalking meets the applicable definition under VAWA; and (iii) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking <i>if</i> the name is known <i>and</i> safe to provide. 2) A document: (iv) signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively "professional") from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. (v) signed by the applicant or tenant; and (vi) that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection	6-4
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		and remedies under VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under VAWA; or 3) A record of a Federal, State, tribal, territorial or local law enforcement agency, court or administrative agency. SLHA will not require third party documentation in addition to certification, except as specified in this Plan regarding conflicting documentation. All requests for documentation of VAWA issues must specify a deadline of fourteen (14) business days following receipt of the request, describe the three forms of acceptable documentation, provide explicit instructions on where and to whom the documentation will be submitted, and state the consequences for failure to submit the documentation or request an extension in writing by the deadline. SLHA may extend the deadline upon request.	
Chapter 6 Waiting List and Applicant Selection		Mainstream Voucher Referral To qualify for this preference, an applicant must be referred to SLHA by the St. Louis City Department of Human Services (DHS), the St. Louis City Continuum of Care, or its designated service provider. Mainstream preference applies to non-elderly persons with disabilities (aged 18-61) who are: ▪ Transitioning out of institutional or segregated settings ▪ At serious risk of institutionalization ▪ Homeless or at risk of becoming homeless	6-4

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Chapter 6 Waiting List and Applicant Selection 6.4 Waiting List Preferences [24 CFR 982.207]	Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability or multiple barriers to employment	Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence, dating violence, sexual assault or stalking, or childhood abuse, the presence of a child or youth with a disability or multiple barriers to employment.	6-4
6.8 Order of Selection [24 CFR 982.207(e)]	Pt. Value Assigned Criteria 80 In-place families in units converted to PBV assistance 40 Involuntarily displaced by natural disaster or government action 15 Victims of domestic violence 10 Disabled head of household, spouse or co-head 10 Homeless 10 Non-elderly persons with disabilities transitioning out of an institutional or other segregated setting or at serious risk of institutionalization 5 At risk of becoming homeless	Pt. Value Assigned Criteria 90 In-place families in units converted to PBV assistance 40 Involuntarily displaced by natural disaster or government action 15 Victims of domestic violence 10 Disabled head of household, spouse or co-head 10 Homeless or at risk of becoming homeless 10 Non-elderly persons with disabilities transitioning out of an institutional or other segregated setting or at serious risk of institutionalization	6-7
Chapter 7 General Verification Requirements [24 CFR Part 5, Subparts B, D, E and F; 982.516] 7.2.5 Written Third Party Verification	SLHA requires, at minimum, three current and consecutive pay stubs for determining annual income from wages covering the 60-day period prior to SLHA's request.	SLHA will make every effort to obtain current and consecutive pay stubs dated within the last 60 days	7-2

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Chapter 8 Eligibility [24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E] 8.2 Eligibility Factors [24 CFR 982.201(b)]		Meet net asset and real property ownership restriction requirements	8-1
Chapter 9 Verifying Eligibility 9.8 Verification of Waiting List Preferences [24 CFR 5.410-5.430] 9.8.4 Victims of Domestic Violence	9.8.4 Victims of Domestic Violence To qualify for the preference for victims of domestic violence, the applicant must provide one of the following: ● Police reports stating that the applicant is a victim of domestic violence ● Certification from a social service provider stating that the applicant is a victim of domestic violence or is currently living in a situation where they are being subjected to or victimized by violence in the home ● Court Order for protection as a result of domestic violence	9.8.4 Victims of Domestic Violence, dating violence, sexual assault, or stalking To qualify for the preference under VAWA, the applicant must provide one of the following permissible forms of documentation. It is at the discretion of the applicant or participant which one of the forms of documentation to submit: 1) A completed and signed Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation that: (vii) States the applicant or tenant is a victim of domestic violence dating violence, sexual assault or stalking; (viii) States the incident of domestic violence, dating violence, sexual assault, or stalking meets the applicable definition under VAWA; and (ix) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking <i>if</i> the name is known <i>and</i> safe to provide. 2) A document: (x) signed by an employee, agent, or volunteer of a victim service provider, an attorney, or	9-7

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		medical professional, or a mental health professional (collectively “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. (xi) signed by the applicant or tenant; and (xii) that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under VAWA ;or 3) A record of a Federal, State, tribal, territorial or local law enforcement agency, court or administrative agency. SLHA will not require third party documentation in addition to certification, except as specified in this Plan regarding conflicting documentation. All requests for documentation of VAWA issues must specify a deadline of fourteen (14) business days following receipt of the request, describe the three forms of acceptable documentation, provide explicit instructions on where and to whom the documentation will be submitted, and state the consequences for failure to submit the documentation or request an extension in writing by the deadline. SLHA may extend the deadline upon request.	
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Chapter 10 Denial of Assistance 10.3 Prohibited Reasons for Denial of Program Assistance [24 CFR 982.202(b), 24 CFR 5.2005(b)]	Whether or not a qualified applicant is or has been a victim of domestic violence, dating violence or stalking if the applicant is otherwise qualified for assistance (See Chapter 2)	Whether or not a qualified applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking if the applicant is otherwise qualified for assistance	10-1
Chapter 10 Denial of Assistance 10.6 Criteria for Deciding to Deny Assistance 10.6.2 Consideration of Circumstances [24 CFR 982.552(c)(2)]	SLHA may consider all relevant circumstances when deciding whether to deny assistance based on a family's history except in the situations for which denial of assistance is mandated. SLHA may consider the following factors prior to making its decision: ● The seriousness of the case, especially with respect to how it would affect other residents ● The effects that denial of assistance may have on other members of the family who were not involved in the action or failure ● The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities, or a victim of domestic violence, dating violence, sexual assault or stalking ● The length of time since the violation occurred, the family's recent history and the likelihood of favorable conduct in the future In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation	Except in situations where denial of assistance is mandatory, SLHA may consider all relevant circumstances in determining whether to deny assistance because of action or failure to act by members of the family, including: ● the seriousness of the case ● the extent of participation or culpability of individual family members ● mitigating circumstances related to the disability of a family member ● the effects of denial of assistance on other family members who were not involved in the action or failure in cases of illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, whether that household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. For this purpose, SLHA may require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program or	10-3

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	program or has otherwise been rehabilitated successfully, SLHA will require the applicant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program, or evidence of otherwise having been rehabilitated successfully.	evidence of otherwise having been rehabilitated successfully.	
Chapter 10 Denial of Assistance 10.6.2 Consideration of Circumstances [24 CFR 982.552(c)(2)]	As a condition of receiving assistance, a family may agree to remove the culpable family member from the application. In such instances, the head of household must certify that the family member will not be permitted to reside or to stay as a guest in the assisted unit. After admission to the program, the family must present evidence of the former family member's current address upon SLHA request.	As a condition of receiving assistance, a family may agree to remove the culpable family member(s) from the application. In such instances, the head of household must certify that the family member will not be permitted to reside or to stay as a guest in the assisted unit.	10-3
Chapter 10 Denial of Assistance 10.7 Reasonable Accommodation [24 CFR 982.552(c)(2)(iv)]	If the family indicates that the behavior of a family member with a disability is the reason for the proposed denial of assistance, SLHA will determine whether the behavior is related to the disability. If so, upon the family's request, SLHA will determine whether alternative measures are appropriate as a reasonable accommodation. SLHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed denial of assistance. See Chapter 2 for a discussion of reasonable accommodations.	If the family includes a person with disabilities, SLHA's decision to deny assistance based on the action or failure to act of a family member is subject to consideration of a request for reasonable accommodation made in accordance with Section 504 of the Rehabilitation Act of 1973 and SLHA's Section 504 Reasonable Accommodation Policy and Procedure.	10-3

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Chapter 10 Denial of Admission 10.8 Prohibition Against Denial of Assistance to Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking	10.8.1 Victim Documentation [24 CFR 5.2007] If an applicant claims the protection against denial of assistance that VAWA provides to victims of domestic violence, dating violence, sexual assault, or stalking, SLHA will request in writing that the applicant provide documentation supporting the claim in accordance with Chapter 4 of this plan.	10.8.1 Documentation [24 CFR 5.2007] If an applicant claims the protection against denial of assistance that VAWA provides to victims of domestic violence, dating violence, sexual assault, or stalking, the applicant must provide one of the following permissible forms of documentation. It is at the discretion of the applicant which one of the forms of documentation to submit: 1) A completed and signed Form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Alternate Documentation that: (i) States the applicant or tenant is a victim of domestic violence dating violence, sexual assault or stalking; (ii) States the incident of domestic violence, dating violence, sexual assault, or stalking meets the applicable definition under VAWA; and (iii) Includes the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking <i>if</i> the name is known <i>and</i> safe to provide. 2) A document: (i) signed by an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively “professional”) from whom the victim has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse.	10-4
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		(ii) signed by the applicant or tenant; and (iii) that specifies, under penalty of perjury, that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking that is the ground for protection and remedies under VAWA, and that the incident meets the applicable definition of domestic violence, dating violence, sexual assault, or stalking under VAWA ;or 3) A record of a Federal, State, tribal, territorial or local law enforcement agency, court or administrative agency. SLHA will not require third party documentation in addition to certification, except as specified in this Plan regarding conflicting documentation. All requests for documentation of VAWA issues must specify a deadline of fourteen (14) business days following receipt of the request, describe the three forms of acceptable documentation, provide explicit instructions on where and to whom the documentation will be submitted, and state the consequences for failure to submit the documentation or request an extension in writing by the deadline. SLHA may extend the deadline upon request. documentation or request an extension in writing by the deadline. SLHA may extend the deadline upon request.	
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Chapter 10 Denial of Admission 10.14 Notice of Eligibility or Denial	If the family is eligible for assistance, SLHA will notify the family as discussed in Chapter 9. If SLHA determines that a family is not eligible for the program for any reason, the family will be notified of the decision to deny assistance, in writing, within 10 business days of the determination. The notice will describe: • The reasons for which assistance has been denied • The family's right to an informal review • The process for obtaining the informal review (See Chapter 11 for informal review policies and procedures)	If the family is eligible for assistance, SLHA will notify the family in accordance with this Plan. If SLHA determines that a family is not eligible for the program for any reason, the family will be notified of the decision to deny assistance, in writing, within ten (10) business days of the determination. The notice will describe: • The reasons for which assistance has been denied • The family's right to an informal review • The process for obtaining the informal review	10-5
Chapter 10 Denial of Admission 10.14.1 Use of Criminal Records [24 CFR 5.901]		Before SLHA denies admission to SLHA's HCV Program on the basis of a criminal record, SLHA will notify the applicant in writing of the proposed denial based on the criminal record and will provide the subject of the record and the applicant with a copy of the criminal record. SLHA will provide the applicant an opportunity to dispute the accuracy and relevance of the criminal record in writing within fourteen (14) days of the date of the notice of the proposed denial. If SLHA decides to deny the application after the end of that 14-day period, the family will be notified of the decision to deny assistance, in writing, within ten (10) business days of the determination. The notice will describe: • The reasons for which assistance has been denied • The family's right to an informal review • The process for obtaining the informal review	10-5

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Chapter 12 Income Determination [24 CFR Part 5, Subpart F] 12.2.1 Anticipating Annual Income	Anticipating Annual Income General Requirements for Annual Income Annual Income means all amounts, monetary or not, which: Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and Are not specifically excluded Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access	(a) Annual income includes, with respect to the family: (1) All amounts, not specifically excluded in the exclusion section, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and (2) When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD. SLHA will not be considered out of compliance for a “de minimis” error that results in a difference in the determination of a family’s adjusted income \$30 or less per month (or \$360 in annual adjusted income)	12-1
Chapter 12 Income Determination [24 CFR Part 5, Subpart F] 12.3.4.3 Imputing Income from Assets		In general, income from assets is considered income. If it is possible to calculate actual returns from an asset, SLHA should use that amount. If it is not possible to calculate an actual return on an asset, and: • The net family assets are \$50,000 or less, the imputed income from that asset is excluded • The net family assets are over \$50,000, the PHA must impute income for the asset based on the current passbook savings rate, as determined by HUD.	

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12.4.3 Certain Earned Income of Full time Students 12.4.10 Additional Exclusions from Annual Income	Earnings in excess of \$480 for each full-time student 18 years old or older (except for the head, spouse or co-head) are not counted. Adoption assistance payments more than \$480 per adopted child	Earnings in excess of \$525 for each full-time student 18 years old or older (except for the head, spouse or co-head) are not counted. Adoption assistance payments more than \$525 per adopted child	12-10
12.6 Earned Income Disallowance for Persons with Disabilities	The Earned Income Disregard (EID) is the disallowance for increases in income as a result of employment of individual family members. SLHA will not increase the monthly rental payment of an eligible family because of increased income due to employment during the 12-month period beginning on the date in which the employment is commenced. EID encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. Eligibility EID applies only to individuals in families already participating in the HCV program (not at initial examination or income targeting for admission). To qualify, the family must experience an increase in annual income that is the result of one of the following events: ▪ Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment ▪ Previously unemployed includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours	Remove 12.6 - 12.6.5.	12-13

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	▪ The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage ▪ Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program ▪ An economic self-sufficiency program is any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families ▪ New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months ▪ If the benefits are received in the form of monthly maintenance, there is no minimum amount; or if the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies or transportation assistance, the total amount received over the six-month period must be at least \$500 Calculation of the Disallowance Calculation of EID for an eligible member of a qualified family begins with a comparison of the member's current income with his or her prior income. SLHA defines prior income or prequalifying income, as the family member's last certified income prior to qualifying for the EID. The family member's prior or prequalifying, income remains constant throughout the period that they are receiving the EID. Initial 12-Month Exclusion		
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	During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings. Second 12-Month Exclusion and Phase-In During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. Lifetime Limitation EID has a 24-calendar month duration. The 24-calendar month period begins when a family member is determined to be eligible for the EID and continues without interruption for 24 consecutive months, even if the family member discontinues the employment that initially qualified the family for EID. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and HCV assistance, or if there are breaks in assistance. During the 24 calendar-month eligibility period, SLHA will schedule and conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below the prequalifying income, when one of the exclusion periods ends and at the end of the lifetime maximum eligibility period). At the end of the 24 calendar months, the EID ends regardless of how many months have been "used".		
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Chapter 13 Verifying Income [24 CFR Part 5, Subparts B, D, E and F; 982.516] 13.1 Overview	All income from applicants and participants must be third party verified. SLHA's verification requirements are designed to maintain program integrity. This chapter explains SLHA's policies for verification of income and assets. The verification process shall be completed using the verification hierarchy discussed in Chapter 7. This chapter lists the documents required for verification in hierarchy order. All income verification processes must comply with this hierarchy. Applicants and program participants must provide true and complete information to SLHA whenever information is requested. SLHA will obtain proper authorization from the family before requesting information from independent sources.	All income from applicants and participants must be third party verified. SLHA's verification requirements are designed to maintain program integrity. This chapter explains SLHA's policies for verification of income and assets. The verification process shall be completed using the verification hierarchy discussed in Chapter 7. This chapter lists the documents required for verification in hierarchy order. All income verification processes must comply with this hierarchy. Applicants and program participants must provide true and complete information to SLHA whenever information is requested. SLHA will obtain proper authorization from the family before requesting information from independent sources. SLHA will not be considered out of compliance for a “de minimis” error that results in a difference in the determination of a family’s adjusted income \$30 or less per month (or \$360 in annual adjusted income)	13-1
Chapter 14 Adjustments to Annual Income 14.1 Overview	This chapter defines the allowable expenses and deductions to be subtracted from annual income to determine the family’s adjusted annual income. SLHA will use the methods as set forth in this chapter to determine accurate adjustments to income to ensure that families are not paying more or less for rent than their obligation. SLHA must verify all adjustments to annual income. Verification requirements are provided in Chapters 7 and 15. A de minimis error is defined as an error that results in a difference in the determination of a family’s adjusted income of \$30 or less per month. This change from defining a de minimis error as a percentage error will enable a PHA or owner to make de minimis determinations	De Minimis Errors A de minimis error is defined as an error that results in a difference in the determination of a family’s adjusted income of \$30 or less per month. This change from defining a de minimis error as a percentage error will enable a PHA or owner to make de minimis determinations on a case-by-case basis rather than having to do a full portfolio review to determine if a PHA, owner, or grantee exceeds the threshold. In addition, using a dollar amount instead of a percentage will make de minimis errors easier to calculate. \$360.00 in annual adjusted income.	14-1

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	on a case-by-case basis rather than having to do a full portfolio review to determine if a PHA, owner, or grantee exceeds the threshold. In addition, using a dollar amount instead of a percentage will make de minimis errors easier to calculate. \$360.00 in annual adjusted income.		
Chapter 14 Adjustments to Annual Income 14.2 Dependent Deduction 14.3 Elderly or Disabled Family Deduction	SLHA will deduct \$480 from the annual income for each dependent. SLHA will deduct \$400 from the annual income for any elderly or disabled family.	SLHA will deduct \$525 from the annual income for each dependent. SLHA will deduct \$575 from the annual income for any elderly or disabled family.	14-1
Chapter 17 Family Briefing and Voucher Issuance 17.5 Voucher Term, Extensions, and Suspensions 17.5.4 Expiration of Voucher Term	If an applicant family's voucher term or extension expires before the family has submitted a RFTA, the family is no longer eligible for assistance. If the family still desires assistance, the family must reapply when the waiting list is open.	If a family's voucher term or extension expires before the family has submitted a RFTA, the family is no longer eligible for assistance. If the family still desires assistance, the family must reapply when the waiting list is open.	17-5
Voucher Term, Extensions, and Suspensions 17.5.1 Voucher Term [24 CFR 982.303] 17.5.2 Extensions of Voucher Term [24 CFR 982.303(b)]	The initial voucher term is 120 calendar days. The family must submit a Request for Tenancy Approval (RFTA) and proposed lease within the 120-day period unless SLHA grants an extension. A family may submit a written request for an extension of the voucher time period. All requests for extensions must be received prior to the expiration date of the voucher. SLHA may grant an extension of up to 120 days for the following reasons:	The initial voucher term is 60 calendar days. The family must submit a Request for Tenancy Approval (RFTA) and proposed lease within the 60-day period unless SLHA grants an extension. A family may submit a written request for an extension of the voucher time period. All requests for extensions must be received prior to the expiration date of the voucher. SLHA may grant an extension of up to 180 days for the following reasons:	17-4

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Chapter 18 Request for Tenancy Approval 18.3 Requesting Tenancy Approval 18.3.1 Documents Required for Tenancy Approval	The owner and the family must submit the following documents to SLHA to begin the tenancy approval process. • Completed Request for Tenancy Approval (RFTA) – Form HUD-52517 • Owner/Agent Information Form • Proof of Property Ownership • Completed W-9 Form	The unit owner and the family must submit the following documents to SLHA to begin the tenancy approval process: • Completed Request for Tenancy Approval (RFTA), Form HUD-52517 • Unit Owner/Agent Information Form • Proof of property ownership • Completed W-9 Form • Certificate of inspection (for properties within the City of St. Louis) • Proof of payment of real property taxes	18-2
Chapter 19 Owners 19.4 Owner Responsibilities	• Enforcing family obligations under the lease • The owner must give SLHA a copy of any owner eviction notice at the same time the owner notifies the family. The owner should provide timely notice to SLHA of serious or repeated violations of the lease by the family. SLHA may use such information to terminate assistance to the family or to take other appropriate action such as deny the family permission to move with continued assistance. While SLHA diligently attempts to enforce the family's obligations under the program, SLHA is not the owner's management agent and will not assume the duty of enforcing the owner's lease. Should the owner fail to timely notify SLHA of lease violations by the family, SLHA may, in its sole discretion, disregard the information provided by the owner. For purposes of this subsection, timely notification shall mean that the alleged lease violation has occurred within the immediately preceding 60 days of the notification to SLHA.	• Enforcing family obligations under the lease • The owner must give SLHA a copy of any owner eviction notice at the same time the owner notifies the family. • The owner should provide timely notice to SLHA of serious or repeated violations of the lease by the family. While SLHA diligently attempts to enforce the family's obligations under the program, SLHA is not the owner's management agent and will not assume the duty of enforcing the owner's lease. Should the owner fail to timely notify SLHA of lease violations by the family, SLHA may, in its sole discretion, disregard the information provided by the owner. For purposes of this subsection, timely notification shall mean that the alleged lease violation has occurred within the immediately preceding 60 days of the notification to SLHA.	19-3

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Chapter 19 Owners 19.7 Change in Ownership	A change in ownership requires execution of a new contract and lease. SLHA may approve the assignment of the HAP contract at the old owner's request. SLHA may approve the assignment, since they are a party to the contract. SLHA may deny approval of assignment of the contract for any of the reasons listed in this chapter. SLHA will process a change of ownership only upon the written request of the new owner and only if accompanied by documentation showing the transfer of title, recorded deed and the Tax Identification Number or Social Security number of the new owner. SLHA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent.	Owners wishing to change ownership must obtain written consent from SLHA prior to assigning a HAP Contract to a new owner. The requirements relating to owner approvals set forth in this Administrative Plan also apply to changes in ownership. The new unit owner must provide all documentation requested by SLHA, including: ● Owner/Agent Information Form ● Proof of Property Ownership ● Completed W-9 Form ● Certificate of Inspection (in City of St. Louis) if current Certificate is not in SLHA's file ● Proof of paid real property taxes Notice to Tenant(s) that ownership has changed and to whom rent should be paid The new owner must agree to be bound by and comply with the existing Lease and HAP Contract. If the new owner fails to provide SLHA with an acceptable written agreement that the new owner will comply with the existing Lease and HAP contract, the HAP Contract terminates with the effective date of the ownership change.	19-5
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Chapter 19 Owners 19.3 Basic HCV Program Requirements	19.3 Basic HCV Program Requirements Owners that wish to lease a unit to an eligible HCV family or to help the HCV family find a unit may use a web-based apartment locator service provide free of charge. SLHA maintains several computers in the lobby to provide HCV families with access to locator site.	Remove <i>“SLHA maintains several computers in the lobby to provide HCV families with access to locator site.”</i>	19-3
Chapter 20 Housing Quality Standards and Inspections 20.1 Overview		CHANGE: “annually” to “biennially”	20
Chapter 20 Housing Quality Standards and Inspections 20.5 Inspection Process Overview 20.5.1 Types of Inspections		CHANGE: “Annual Inspections” to “Biennial Inspections”	20

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Chapter 20 Housing Quality Standards and Inspections 20.5 Inspection Process Overview		After the HQS inspection standard sunsets, regulations at 24 CFR Parts 982 and 983 for the HCV and PBV programs will continue to use the terms <i>HQS</i> and <i>housing quality standards</i>, not <i>NSPIRE</i>. This is because 24 CFR 982.4 defines <i>housing quality standards (HQS)</i> as the minimum quality standards developed by HUD under 24 CFR 5.703 for the HCV program, including any HUD-approved variations for SLHA. NSPIRE defines the inspectable areas for inspection under the standards as inside, outside and unit. However, the inspection requirement for the HCV and PBV programs only applies to units occupied or to be occupied by HCV or PBV participants and common areas and exterior areas which either service or are associated with such units.	20-1
Chapter 20 Housing Quality Standards and Inspections 20.5 Inspection Process Overview 20.5.3 Inspection Costs 24 CFR 982.405	SLHA will not charge the family or owner for unit inspections. In the case of inspections of SLHA-owned units, SLHA may compensate the independent agency from ongoing administrative fees for inspections performed. SLHA and the independent agency will not charge the family any fee or charge for the inspection.	SLHA will not charge the family for any initial inspection or reinspection of the unit.	20-5

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Chapter 20 Housing Quality Standards and Inspections 20.8 Special/Complaint Inspections		CHANGE: “annual” to “biennial”	20-6
Chapter 20 Housing Quality Standards and Inspections 20.9 Special Needs/Medical Aid Inspections		CHANGE: “annual” to “biennial”	20-6
Chapter 20 Housing Quality Standards and Inspections 20.10 Quality Control Inspections		CHANGE: “annual” to “biennial”	20-6

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Chapter 20 Housing Quality Standards and Inspections 20.12 Owner Responsibility	The owner is responsible for maintaining the unit in accordance with HQS that are not identified as family responsibility. The owner is not responsible for vermin infestation if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation, and the owner may evict for serious or repeated violation of the lease. The inspector will make a determination of owner or family responsibility during the inspection. If the owner fails to maintain the dwelling, SLHA must take prompt and vigorous action to enforce the owner's obligations.	The owner is responsible for maintaining the unit in accordance with HQS that are not identified as family responsibility. The inspector will make a determination of owner or family responsibility during the inspection.	20-8
Chapter 20 Housing Quality Standards and Inspections 20.12 Owner Responsibility 20.12.1 HAP Abatement	If the owner fails to request a re-inspection before the time period for making repairs expires, a Notice of Abatement will be sent to the owner. The abatement will be effective the date after the due date that repairs were to be made. The notice of abatement shall state that the family is not responsible for SLHA's portion of rent that is abated. If no re-inspection request is received by the 16th day of abatement, SLHA may issue a voucher to the family.	If the owner fails to request a re-inspection before the time period for making repairs expires, a Notice of Abatement will be sent to the owner. The abatement will be effective the first of the month following the deadline to cure the cited deficiencies that are not identified as family responsibility. The notice of abatement will state that the family is not responsible for SLHA's portion of rent (i.e. the HAP) that is abated. If no re-inspection request is received by the 16th day of abatement, SLHA may issue a voucher to the family and terminate the HAP Contract.	20-8
Chapter 20 Housing Quality Standards and Inspections 20.12 Owner Responsibility 20.12.2 HAP Contract Termination	If the owner is responsible for repairs and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect. If repairs are completed before the effective termination date, SLHA may rescind the termination if the family chooses to remain in the unit. Only one HQS inspection will be conducted after the termination notice is issued.	If the owner is responsible for repairs and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Termination Notice. The HAP Contract termination will be effective at the end of the calendar month that follows the month in which SLHA gives notice of the termination to the owner. If repairs are completed before the effective termination date, SLHA may rescind the termination if the family chooses to remain in the unit. Only one	20-8

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		HQS inspection will be conducted after the termination notice is issued.	
Chapter 23 Housing Assistance Payment Contract, Lease and Payments to Owners 23.3 Execution of the HAP Contract	SLHA will not pay any housing assistance payment to the owner until the HAP contract has been executed. SLHA will make its best effort to ensure that the HAP contract is executed before the beginning of the lease term. Regardless, the HAP contract must be executed no later than 60 calendar days from the beginning of the lease term. If the HAP contract is executed during the period of 60 calendar days from the beginning of the lease term, SLHA will pay housing assistance payments after execution of the HAP contract (in accordance with the terms of the HAP contract) to cover the portion of the lease term before execution of the HAP contract (a maximum of 60 days).	When the process for requesting tenancy approval is completed, SLHA will notify the owner and the family of the approval or disapproval of the tenancy. If SLHA determines that all applicable program requirements have been met and approves the tenancy, SLHA will prepare the HAP contract. SLHA will compare information in Part A of the HAP Contract to the lease, ensuring that the tenant's name, unit address, household composition, term of the lease, and initial rent to owner are correct. SLHA will enter the amount of the housing assistance payment on the HAP contract. After the family and owner execute the lease, the owner and SLHA will execute the HAP contract. The effective date of the HAP contract is the same as the effective date of the lease. For families that are leasing in place, the family and owner must execute a new lease to meet the requirement that the effective date of the HAP contract is the same date as the effective date of the lease.	23-1

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		The owner or owner's representative must execute the HAP Contract before SLHA will execute it. SLHA cannot make any housing assistance payments to the owner until the HAP contract has been executed. The owner and SLHA must execute the HAP contract no later than sixty (60) calendar days from the beginning of the lease term. If the HAP Contract is not executed within that 60-day period, the HAP Contract is void, and SLHA cannot make any housing assistance payments to the owner. It is considered a best practice to execute the HAP contract prior to or as close to the beginning of the lease term as possible. If the HAP contract is executed after the beginning of the lease term but within the 60-day grace period, the initial housing assistance payment will include the retroactive amount due to the owner from the effective date of the lease and HAP contract.	
Chapter 24 Reexaminations 24.1 Annual Reexaminations 24.2.1	Annual Activities SLHA must conduct three activities on an annual basis. These activities will be coordinated whenever possible: Reexamination of Income and Family Composition HQS Inspection Review of housing assistance payment amount for possible rent adjustment	Annual Activities SLHA must conduct two activities on an annual basis. These activities will be coordinated whenever possible: ● Reexamination of Income and Family Composition Review of housing assistance payment amount for possible rent adjustment	24-1

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Chapter 24 Reexaminations 24.2. Annual Reexaminations 24.2.3 Notification of and Participation in the Annual Reexamination Process	Families generally are required to participate in an annual reexamination interview, which must be attended by the head of household, spouse or co-head and family members 18 years of age or older. If participation in an in-person interview poses a hardship because of a family member's disability, SLHA may, as a reasonable accommodation, arrange for the reexamination to be conducted by home visit or by mail. Notification of annual reexamination interviews will be sent by first-class mail and will contain the date, time and location of the interview. In addition, it will inform the family of the information and documentation that must be brought to the interview. If the family is unable to attend a scheduled interview, the family should contact SLHA in advance of the interview to schedule a new appointment. If a family does not attend the scheduled interview, SLHA will send a second notification with a new interview appointment time. If a family fails to attend two scheduled interviews without SLHA approval or if the notice is returned by the post office with no forwarding address, a notice of termination with an offer for an informal hearing will be sent to the family's address on record.	SLHA will send the first notice of reexamination by U.S. Mail first class to the families last known address 120 calendar days before the family's anniversary date. The notice of annual reexamination will contain the recertification packet, a list of required documentation, and a date by which the information must be returned to the PHA. If a family fails to return the required information by the deadline stated in the notice, or if the notice is returned by the post office with no forwarding address, a notice of intent to terminate the family's housing assistance will be sent to the family's last known address.	24-1
Chapter 24 Reexaminations 24.2. Annual Reexaminations 24.2.4 Conducting Annual Reexaminations	As part of the annual reexamination process, families are required to provide updated information to SLHA regarding the family's income, expenses and composition. Families will be asked to bring all required information (as described in the reexamination notice) to the reexamination appointment. The required information will include a SLHA-designated reexamination form, an Authorization for the Release of Information/Privacy Act Notice, as well as supporting documentation related to the family's income, expenses and family composition. Any required documents or information that the family is	As part of the annual reexamination process, families are required to provide updated information to SLHA regarding the family's income, expenses and composition. Families will be asked to provide all required information (as described in the reexamination notice) to SLHA by the deadline stated in the reexamination notice. In accordance with HUD recommended practices (Notice PIH 2012-28], SLHA will also ask whether any member of the household is subject to a lifetime sex	24-2

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	unable to provide at the time of the interview must be provided within 10 business days of the interview. If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination. The information provided by the family generally must be verified in accordance with SLHA policies. Unless the family reports a change or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include: ☐ Legal identity ☐ Age ☐ Social Security numbers ☐ A person's disability status ☐ Citizenship or immigration status If adding a new family member to the unit causes overcrowding according to the HQS, SLHA will issue the family a new voucher and the family must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, SLHA must terminate the existing HAP contract in accordance with its terms.	offender registration program in any state. SLHA will verify this information using the Dru Sjodin National Sex Offender Database and/or other official federal, state, and local resources and document this information in the same manner as at admission. If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination. The information provided by the family generally must be verified in accordance with SLHA policies. Unless the family reports a change or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified on an annual basis. These include: • Legal identity • Age • Social Security numbers • A person's disability status • Citizenship or immigration status If adding a new family member to the unit causes overcrowding according to the HQS, SLHA will issue the family a new voucher and the family must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, SLHA must terminate the existing HAP contract in accordance with its terms.	
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Chapter 24 Reexaminations 24.2. Annual Reexaminations 24.4.2 Processing the Interim Reexamination 24.4.2.1 Method of Reporting	The family may notify SLHA of changes either orally or in writing. If the family provides oral notice, SLHA may also require the family to submit the changes in writing. Generally, the family will not be required to attend an interview for an interim reexamination. However, if SLHA determines that an interview is warranted, the family may be required to attend. Based on the type of change reported, SLHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within 10 business days of receiving a request from SLHA. This time may be extended for good cause with SLHA approval. SLHA will accept required documentation by mail, fax or in person.	The family may notify SLHA of changes either orally or in writing. If the family provides oral notice, SLHA may also require the family to submit the changes in writing. Based on the type of change reported, SLHA will determine the documentation the family will be required to submit and request that documentation in writing. The family must submit any requested information or documents within ten (10) business days of receiving a written request from SLHA. The 10-day period may be extended for good cause with SLHA approval. SLHA will accept required documentation by mail, fax, email, or in person. •	24-6
Chapter 25 Moves with Continued Assistance 25.1 Overview	There are few restrictions on where families may live or move with HCV assistance. SLHA has established some limitations or restrictions on moves. This chapter defines the procedures for moves and the policies for restriction and limitations on moves.	This Chapter states when a family may move to a new unit with continued HCV assistance.	25-1
Chapter 25 Moves with Continued Assistance 25.2 Allowable Moves	25.2 Allowable Moves A family may move to a new unit with continued assistance if: • The family has a right to terminate the lease on notice to the owner (for the owner's breach or otherwise) and has given a notice of termination to the owner in accordance with the lease	25.2 When Family May Move [24 CFR 982.354] A family may move to a new unit with continued HCV assistance if: • The assisted lease for the old unit has terminated. This includes but is not limited to instances in which: ○ SLHA terminates the HAP Contract due to the owner's breach;	25-1

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	○ If the family terminates the lease on notice to the owner, the family must give SLHA a copy of the notice at the same time ● The lease for the family's unit has rescinded by mutual agreement of the owner and the family ○ If the family and the owner mutually agree to terminate the lease for the family's unit, the family must give SLHA a copy of the rescission ● The owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family ○ The family must give SLHA a copy of any owner eviction notice. ● The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault or stalking and the move is needed to protect the health or safety of the family or family member ○ This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to SLHA, if the family or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit ○ If a family requests permission to move with continued assistance based on a claim that the move is necessary to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual	○ the family and the owner terminate the lease by mutual agreement; ● The owner has given the family a notice to vacate, or has commenced an action to evict the family, or has obtained a court judgment or order allowing the owner to evict the family; ● The family has a right to terminate the lease and has given notice to the owner of their intent to terminate the lease; ● The family or a member of the family, is or has been a victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member; ● Any family member has been the victim of a sexual assault that occurred on the premises during the 90-calendar-day period preceding the family's request to move. ● SLHA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition ● In such cases, SLHA will issue the family a new voucher and the family must try to find an acceptable unit as soon as possible ● If an acceptable unit is available for the family, SLHA will terminate the HAP contract for the family's old unit in accordance with the HAP contract terms and will notify both the family and the owner of the termination The HAP contract terminates at the end of the calendar month that follows the calendar month in which SLHA gives notice to the owner	
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	assault or stalking, SLHA will request documentation ○ SLHA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the family or family member will suffice; SLHA will document the waiver in the family's file ● SLHA has terminated the HAP contract for the family's unit for the owner's breach ● SLHA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition ○ In such cases, SLHA will issue the family a new voucher and the family must try to find an acceptable unit as soon as possible ○ If an acceptable unit is available for the family, SLHA will terminate the HAP contract for the family's old unit in accordance with the HAP contract terms and will notify both the family and the owner of the termination The HAP contract terminates at the end of the calendar month that follows the calendar month in which SLHA gives notice to the owner		
Chapter 29 Termination of Assistance 29.1 Overview		HUD requires SLHA to terminate a family's assistance for certain actions and inactions of the family and when the family no longer requires assistance due to increases in family income. HUD permits SLHA to terminate assistance for other actions or inactions of the family. In addition, a family may decide to withdraw from the program and terminate their HCV assistance at any time by notifying SLHA. This Chapter discusses each of these means for terminating a family's housing assistance.	

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Chapter 29 Termination of Assistance 29.2 Family No Longer Requires Assistance [24 CFR 982.455 and 24 CFR 982.552(a)(3)]	As a family's income increases, the amount of SLHA subsidy decreases. If SLHA provides no HCV assistance for 180 consecutive calendar days, the family's assistance terminates automatically.	As a family's income increases, the amount of the housing assistance payment (HAP) decreases. As stated in Chapter 27 of this Admin Plan, if SLHA does not pay any HAP for 180 consecutive calendar days, the HAP Contract will automatically terminate. Therefore, if a family's housing assistance is \$0 for 180 consecutive calendar days, the family's assistance will terminate upon termination of the HAP Contract. If a family receiving zero housing assistance has a change in circumstances (e.g. income or family composition) that would result in a HAP payment to the owner, the family must notify SLHA of the change and request an interim reexamination before the expiration of the 180-day period.	29-1
Chapter 29 Termination of Assistance 29.4 Mandatory Termination of Assistance 29.4.1 Eviction	29.4.1 Eviction SLHA will terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious or repeated violation of the lease. As discussed further in this chapter, incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking. A family is evicted if the family moves after a legal eviction order or judgment has been issued, whether or not physical enforcement of the order was necessary. If a family moves after the owner has given the family an eviction notice for serious or repeated lease violations, but	29.4.1 Eviction [24 CFR 982.552(b)(2)] SLHA will terminate assistance whenever a family is evicted from a unit assisted under the HCV program for a serious violation of the lease. As discussed further in this chapter, incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed as serious violations of the lease by the victim or threatened victim of such violence or stalking. The entry of a judgment for possession (whether by default, consent, or trial) does not constitute an "eviction" for purposes of 24 CFR 982.552(b)(2). An "eviction" occurs only after a court issues a Writ of	29-1

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	before a legal eviction order has been issued, termination of assistance is not mandatory. In such cases, SLHA will determine whether the family has committed serious or repeated violations of the lease based on available evidence and may terminate assistance or take any of the alternative measures. Upon consideration of such alternatives and factors, SLHA may choose not to terminate assistance. Serious and repeated lease violations will include, but not be limited to, nonpayment of rent, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity. ○	Execution, ordering the Sheriff to place the owner back in possession of the assisted unit. A family is considered evicted if the family moves after a court issues a Writ of Execution, ordering the Sheriff to place the owner back in possession of the assisted unit, whether or not physical enforcement of the order was necessary. However, termination of assistance is not mandatory, if a family moves after the owner has given the family an eviction notice for serious lease violations, but before a writ of execution has been issued. In such cases, SLHA may still determine whether the family has committed serious violations of the lease based on available evidence and may still terminate assistance for any such violations or take any of the alternative measures. Upon consideration of such alternatives and factors, SLHA may choose not to terminate assistance. ● Serious lease violations will include, but not be limited to, nonpayment of rent, criminal activity, disturbance of neighbors, destruction of property, or living or housekeeping habits that cause damage to the unit or premises.	
Chapter 29 Termination of Assistance 29.4 Mandatory Termination of Assistance 29.4.2 Failure to Provide Consent	29.4.2 Failure to Provide Consent	29.4.2 Failure to Provide Consent [24 CFR 982.552(b)(3)]	29-1

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Chapter 29 Termination of Assistance 29.4 Mandatory Termination of Assistance 29.4.8 Registered Sex Offenders	29.4.8 Registered Sex Offenders SLHA will terminate assistance if any member of the household is subject to a lifetime registration requirement under a state sex offender registration program.	29.4.8 Lifetime Registered Sex Offenders [Notice PIH 2012-28] SLHA will terminate assistance if any member of the household is subject to a lifetime registration requirement under a lifetime sex offender registration program in any state. If SLHA discovers that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after June 25, 2001, SLHA must immediately terminate assistance for the household member. In this situation, SLHA will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, SLHA must terminate assistance for the household.	29-2
Chapter 29 Termination of Assistance 29.5. Termination of Assistance for Drug or Alcohol Abuse and Criminal Activity 29.5.1 Use of Illegal Drugs and Alcohol Abuse	SLHA will terminate a family's assistance if any household member is currently engaged in any illegal use of a drug or has a pattern of illegal drug use that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. SLHA will also terminate assistance if any household member's abuse or pattern of abuse of alcohol threatens the health, safety or right to peaceful enjoyment of the premises by other residents. Currently engaged in is defined as any use of illegal drugs during the previous six months. SLHA will consider all credible evidence, including, but not limited to, convictions, evictions of household members related to the use of illegal drugs or abuse of alcohol, police reports, indictments, criminal information or personal testimony.	SLHA may terminate a family's assistance if any household member is currently engaged in any illegal use of a drug or has a pattern of illegal drug use that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. SLHA may also terminate assistance if any household member's abuse or pattern of abuse of alcohol threatens the health, safety or right to peaceful enjoyment of the premises by other residents. Currently engaged in is defined as any use of illegal drugs during the previous six months. SLHA may consider all credible evidence, including, but not limited to, convictions, evictions of household members related to the use of illegal drugs or abuse of alcohol, police reports, indictments, criminal information or personal testimony.	29-3

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		In making its decision whether to terminate assistance, SLHA may consider alternatives and specific circumstances and may choose not to terminate assistance.	
Chapter 29 Termination of Assistance 29.5. Termination of Assistance for Drug or Alcohol Abuse and Criminal Activity 29.5.2 Drug-Related Criminal Activity [24 CFR 5.100]	SLHA will terminate a family's assistance if any household member has violated the family's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program. Drug-related criminal activity is defined as the illegal manufacture, sale, distribution, or use of a drug or the possession of a drug with intent to manufacture, sell, distribute or use the drug. 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.	SLHA may terminate a family's assistance if any household member has violated the family's obligation not to engage in any drug-related or violent criminal activity during participation in the HCV program. Drug-related criminal activity is defined as the illegal manufacture, sale, distribution, or use of a drug or the possession of a drug with intent to manufacture, sell, distribute, or use the drug. 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. In making its decision whether to terminate assistance, SLHA may consider alternatives and specific circumstances and may choose not to terminate assistance.	29-3
Chapter 29 Termination of Assistance 29.5. Termination of Assistance for Drug or Alcohol Abuse and Criminal Activity 29.5.4 Use of Criminal Record		If SLHA proposes to terminate assistance for criminal activity as shown by a criminal record, SLHA must notify the household of the proposed termination and provide both the subject of the criminal record and the family with a copy of the criminal record. SLHA must give the family an opportunity to dispute the accuracy and relevance of that record in accordance with 24 CFR 982.555.	29-3

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Chapter 29 Termination of Assistance 29.6 Other Authorized Reasons for Termination of Assistance [24 CFR 982.552(c)]	• A welfare-to-work (WTW) family fails, willfully and persistently, to fulfill its obligations under the welfare-to-work voucher program	[REMOVED]	29-4
Chapter 29 Termination of Assistance 29.7 Approach to Termination of Assistance	29.7.1 Method of Termination The way in which SLHA terminates assistance depends upon individual circumstances. HUD permits SLHA to terminate assistance by: • Terminating housing assistance payments under a current HAP contract • Refusing to approve a request for tenancy or to enter into a new HAP contract • Refusing to process a request for or to provide assistance under portability procedures	29.7.1 Method of Termination [24 CFR 982.552(a)(3)] SLHA may terminate a family's assistance in the following ways: • Terminating housing assistance payments under a current HAP contract • Refusing to enter into a HAP contract or approve a lease • Refusing to process a request for or to provide assistance under portability procedures	29-5
Chapter 29 Termination of Assistance 29.7 Approach to Termination of Assistance 29.7.2 Criteria for Deciding to Terminate Assistance	SLHA may consider all relevant circumstances when determining whether a family's assistance should be terminated. SLHA will consider the following factors when making its decision to terminate assistance: • The seriousness of the case • The effects that termination of assistance may have on other members of the family who were not involved in the action or failure • The extent of participation or culpability of individual family members, including whether the culpable family member is a minor or a person with disabilities or a	Except in situations where termination of assistance is mandatory, SLHA may consider all relevant circumstances in determining whether to terminate assistance, including: • the seriousness of the case • the extent of participation or culpability of individual family members • mitigating circumstances related to the disability of a family member • the effects of termination of assistance on other family members who were not involved in the action or failure	29-5

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	victim of domestic violence, dating violence, sexual assault or stalking ● In the case of drug or alcohol abuse, whether the culpable household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully ▪ SLHA will require the participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully	in cases of illegal use of drugs or alcohol abuse by a household member who is no longer engaged in such behavior, whether that household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program or has otherwise been rehabilitated successfully. For this purpose, SLHA may require the participant to submit evidence of the household member's current participation in or successful completion of a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.	
Chapter 29 Termination of Assistance 29.7 Approach to Termination of Assistance 29.7.3 Reasonable Accommodation	If the family includes a person with disabilities, SLHA's decision to terminate the family's assistance is subject to consideration of reasonable accommodation. If a family indicates that the behavior of a family member with a disability is the reason for a proposed termination of assistance, SLHA will determine whether the behavior is related to the disability. If so, upon the family's request, SLHA will determine whether alternative measures are appropriate as a reasonable accommodation. SLHA will only consider accommodations that can reasonably be expected to address the behavior that is the basis of the proposed termination of assistance. See Chapter 2 for a discussion of reasonable accommodation.	If the family includes a person with disabilities, SLHA's decision to terminate the family's assistance is subject to consideration of a request for reasonable accommodation made by the family in accordance with Section 504 of the Rehabilitation Act of 1973 and SLHA's Section 504 Reasonable Accommodation Policy and Procedure.	29-5

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Chapter 29 Termination of Assistance 29.7 Approach to Termination of Assistance 29.7.4 Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking	29.7.4 Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking	29.7.4 Violence Against Women Act The Violence Against Women Act (VAWA) explicitly prohibits housing providers from considering incidents of, or criminal activity directly related to, domestic violence, dating violence, sexual assault, or stalking as reasons for terminating the assistance of a victim of such abuse.	29-6
Chapter 29 Termination of Assistance 29.7 Approach to Termination of Assistance 29.7.4 Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking	29.7.4.1 Violence Against Women Act (VAWA) Protections against Termination VAWA provides specific protections against termination of HCV assistance for victims of domestic violence, dating violence, sexual assault or stalking. Those protections are as follows: SLHA may not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notification to SLHA, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed he or she was imminently threatened by harm and would suffer further violence if he or she remained in the unit. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the assistance of the victim. Criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating the assistance of a family if a member of the household, a guest, or another person under the family's control is the one engaging in the criminal activity and a family member is the actual or threatened victim of the domestic violence, dating violence, sexual assault or stalking. SLHA may	29.7.4.1 Protections against Termination [24 CFR 982.354(b)(4), 24 CFR 5.2005(c), 24 CFR 5.2009(a)]. VAWA provides the following protections against termination of HCV assistance for victims of domestic violence, dating violence, sexual assault, or stalking. 1. SLHA will not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notice, if the move occurred to protect the health or safety of a family member who is or has been the victim of a sexual assault that occurred on the premises during the 90-calendar day period preceding the family's move. [24 CFR 982.354(b)(4)] 2. SLHA will not terminate assistance to a family that moves out of an assisted unit in violation of the lease, with or without prior notice, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and who reasonably believed they were threatened with imminent harm from further violence if they remained in the unit [24 CFR 982.354(b)(4)].	29-6

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	terminate assistance to any lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence	3. An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be considered a serious or repeated violation of a lease. [24 CFR 5.2005(c)(1)]. 4. An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be considered good cause for terminating housing assistance, tenancy, or occupancy rights. [24 CFR 5.2005(c)(2)]. 5. SLHA may terminate assistance to any lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence as described in SLHA's Emergency Transfer Plan at Appendix _____. [24 CFR 5.2009(a)].	
Chapter 29 Termination of Assistance 29.7 Approach to Termination of Assistance 29.7.4 Terminations Related to Domestic Violence, Dating Violence, Sexual Assault, or Stalking	29.7.4.2 Limitations on VAWA Protections	29.7.4.2 Limitations on VAWA Protections [24 CFR 5.2005(d) and (e)]	29-7

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Chapter 29 Termination of Assistance 29.9 Termination Notice	If a family's assistance is to be terminated, SLHA will give the family and the owner written notice that specifies: • The reasons for which assistance has been terminated • The effective date of the termination • The family's right to an informal hearing as described in Chapter 30 When termination is initiated by SLHA, the notice to terminate will be sent to the family and the owner at least 30 calendar days prior to the effective date of the termination. However, if a family vacates the unit without informing SLHA, 30 days notice will not be given. In these cases, the notice to terminate will be sent at the time SLHA learns the family has vacated the unit. When a family requests to be terminated from the program, they must do so in writing to SLHA. SLHA will then send a confirmation notice to the family and the owner within 10 business days of the family's request, but no later than the termination effective date (as requested by the family).	If a family's assistance is proposed for termination, SLHA will give the family written notice, sent via First Class U.S. Mail, that specifies: • The reason(s) why SLHA has proposed to terminate the family's assistance and how that action or failure to act by the family constitutes a violation of program rules • A summary of the facts upon which SLHA's determination was based • A list of all documents, as defined by 24 CFR 982.5559(e)(2)(iii), relied on by SLHA • The effective date of the proposed termination • The family's right to an informal hearing including direction on how the family may request a hearing • The family's right to be represented by an attorney or other designated representative • The family's right to review before the hearing, all of SLHA's documents relevant to the grounds for termination, and the right to exclude from the hearing any documents the family requested to review that were not provided to the family prior to the hearing • The family's right to present evidence and testimony and the right to confront and cross examine SLHA's witnesses When termination is initiated by SLHA, the notice of intent to terminate will be sent to the family at least thirty (30) calendar days prior to the effective date of the termination. However, if a family vacates the unit without informing SLHA, 30 days notice will not be given. In these cases, the notice to terminate will be sent at the time SLHA learns the family has vacated the unit. Notice of Proposed Termination Sent to the Owner: SLHA will send a separate notice of proposed	29-7
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		termination to the Owner. The notice of the proposed termination of the family's assistance sent to the Owner will state only the family's assistance has been proposed for termination and the proposed effective date of the termination. The notice will not include any details of the alleged grounds for the proposed termination.	
Chapter 30 Informal Hearings	30.2 Decisions Subject to Informal Hearing Circumstances for which SLHA will give a participant family an opportunity for an informal hearing are as follows: • A determination of the family's annual or adjusted income and the use of such income to compute the housing assistance payment • A determination of the appropriate utility allowance (if any) for tenant-paid utilities from SLHA's utility allowance schedule • A determination of the family's unit size under SLHA's subsidy standards • A determination to terminate assistance for a participant family because of the family's actions or failure to act • A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under SLHA policy and HUD rules Circumstances for which an informal hearing is not required are as follows: • Discretionary administrative determinations by SLHA • General policy issues or class grievances	30.2 Decisions Subject to Informal Hearing [24 CFR 982.555(a)(1) and (b)] SLHA must give the family an opportunity for an informal hearing to consider whether the following decisions by the SLHA are in accordance with the law, HUD regulations and SLHA's policies: • A determination of the family's annual or adjusted income and the use of such income to compute the housing assistance payment • A determination of the appropriate utility allowance (if any) for tenant-paid utilities from SLHA's utility allowance schedule • A determination of the family's unit size under SLHA's subsidy standards • A determination to terminate assistance for a participant family because of the family's action(s) or failure to act • A determination to terminate assistance because the participant family has been absent from the assisted unit for longer than the maximum period permitted under SLHA's policy and HUD rules SLHA is not required to provide the opportunity for an informal hearing for any of the following:	30-1

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	• Establishment of SLHA's schedule of utility allowances for families in the program • SLHA's determination not to approve an extension or suspension of a voucher term • SLHA's determination not to approve a unit or tenancy • SLHA's determination that a unit selected by the participant is not in compliance with the HQS • SLHA's determination that the unit is not in accordance with HQS because of family size • A determination by SLHA to exercise or not to exercise any right or remedy against an owner under a HAP contract	• Discretionary administrative determinations by the SLHA • General policy issues or class grievances • Establishment of SLHA's schedule of utility allowances for families in the program • SLHA's determination not to approve an extension of the voucher term • SLHA's determination not to approve a unit or tenancy • SLHA's determination that an assisted unit is not in compliance with the HQS. (However, SLHA must provide the opportunity for an informal hearing for a decision to terminate assistance for a breach of the HQS caused by the family.) • SLHA's determination that the unit is not in accordance with HQS because of family size • A determination by SLHA to exercise or not to exercise any right or remedy against an owner under a HAP contract	
Chapter 30 Informal Hearings 30.3 Informal Hearing Procedures 30.3.1 Notice to the Family [24 CFR 982.555(c)]	For decisions related to the termination of the family's assistance or the denial of a family's request for an exception to SLHA's subsidy standards, the notice will contain a brief statement of the reasons for the decision, a statement that if the family does not agree with the decision they may request an informal hearing on the decision and a statement of the deadline for the family to request an informal hearing.	[REMOVED]	30-2
Chapter 30 Informal Hearings 30.3 Informal Hearing Procedures	30.3.2 Scheduling an Informal Hearing [24 CFR 982.555(d)] A request for an informal hearing must be made in writing and delivered to SLHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of SLHA's decision or notice	30.3.2 Requesting an Informal Hearing If a family requests an informal hearing, and an informal hearing is required, SLHA will proceed with the hearing in a reasonably expeditious manner in accordance with 24 CFR 982.555(d).	30-2

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	that gives rise to the right for the informal hearing. SLHA will schedule and send written notice of the informal hearing to the family within 10 business days of the family's request. The family may request to reschedule a hearing for good cause or, if it is needed, as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict, which seriously affects the health, safety or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, SLHA may request documentation of the good cause prior to rescheduling the hearing.	A family requesting an informal hearing must submit a written request to SLHA within fourteen (14) calendar days of SLHA's notice of proposed termination or other adverse action.	
Chapter 30 Informal Hearings 30.3 Informal Hearing Procedures 30.3.3 Scheduling an Informal Hearing		SLHA will send written notice of the informal hearing date and time via First Class U.S. Mail to the family within fourteen (14) calendar days of the family's request for informal hearing. The family may request to reschedule the informal hearing for good cause or, if it is needed, as a reasonable accommodation for a person with disabilities. Requests to reschedule a hearing must be made prior to the hearing. At its discretion, SLHA may request documentation of the good cause prior to rescheduling the hearing. If the family requests an informal hearing and fails to appear, SLHA will send the family a letter via First Class U.S. Mail, notifying the family of the missed informal hearing and giving the family fourteen (14) calendar days in which to contact SLHA to reschedule the informal hearing. If the family fails to reschedule the informal hearing or if the family misses a second informal hearing, the informal hearing officer may affirm the decision to terminate assistance, unless the family provides proof of extenuating circumstances to the informal hearing officer. Extenuating circumstances are circumstances beyond the tenant's control. SLHA	

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		may request documentation of the extenuating circumstances.	
Chapter 30 Informal Hearings 30.3 Informal Hearing Procedures 30.3.4 Production of Documents to the Family		If a family requests an informal hearing because SLHA has proposed to terminate the family's assistance, a copy of all documents relied on by SLHA, including those documents identified in the notice of termination, if applicable, will be sent to the family via First Class U.S. Mail along with the notice of the informal hearing date and time. A complete copy of all documents sent to the family will be maintained in the family's file, including all enclosures referenced in any notice or correspondence. If such documents are not in the family's file upon examination by the family or their representative, then the informal hearing officer will presume that the documents were not sent to the family, unless the family confirms that it did receive the document(s).	

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Chapter 30 Informal Hearings 30.3 Informal Hearing Procedures	30.3.3 Pre-Hearing Right to Discovery [24 CFR 982.555(e)] Participants and SLHA are permitted pre-hearing discovery rights. The family will be given the opportunity to examine any SLHA documents that are directly relevant to the hearing. The family will be allowed to copy any such documents at their own expense. If SLHA does not make the document available for examination on request of the family, SLHA may not rely on the document at the hearing. The family must request discovery of SLHA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date. SLHA will be given the opportunity to examine any documents from the family that are directly relevant. The family must make the documents available prior to the hearing. SLHA will be allowed to copy any such documents at their own expense. If the family does not make the document available for examination on request of SLHA, the family may not rely on the document at the hearing.	30.3.5 Pre-Hearing Right to Discovery [24 CFR 982.555(e)] In addition to the documents sent with the hearing notice, the family has a right to review, before the hearing, all of SLHA's documents that are relevant to the hearing. Therefore, SLHA will also provide the family access to their entire file upon request, as well as all other documents that are directly relevant to the informal hearing. The term "documents" includes records and regulations. The family is allowed to copy any such documents at their own expense. If SLHA does not make the documents available to the family upon request, SLHA cannot rely on the document at the hearing. The family's request to review their file should be submitted no later than 12:00 p.m. two business days prior to the scheduled hearing. SLHA may request the opportunity to examine any of the family's documents that are directly relevant to the informal hearing. If SLHA makes such a request, the family must make the documents available prior to the hearing. SLHA will be allowed to copy any such documents at their own expense. If the family does not make a document available for examination on request of SLHA, the family cannot rely on the document at the informal hearing.	30-2
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Chapter 30 Informal Hearings 30.3 Informal Hearing Procedures	30.3.5 Informal Hearing Officer [24 CFR 982.555(e)(4)] Informal hearings will be conducted by a person, or persons approved by SLHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.	30.3.7 Informal Hearing Officer [24 CFR 982.555(e)(4)] Informal hearings will be conducted by a person, or persons approved by SLHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision. The informal hearing officer will not have access to the family's file (either paper or electronic). SLHA will send a copy of the notice of informal hearing and all enclosures to the informal hearing officer. If any other documents that SLHA intends to use at the informal hearing are sent by SLHA to the family prior to the informal hearing, a copy of all such documents will also be sent to the informal hearing officer. The informal hearing officer will not receive any other evidence from SLHA outside of the informal hearing. All communications between the informal hearing officer and SLHA regarding the subject matter of the informal hearing will be in writing and copied to the family.	30-3
Chapter 30 Informal Hearings 30.3 Informal Hearing Procedures	30.3.7 Conduct at Hearings The hearing officer is responsible to ensure that hearings are conducted in a professional and business-like manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.	30.3.9 Conduct of Hearings Attendees are expected to comply with all hearing procedures established by SLHA. Any person demonstrating disruptive, abusive, or otherwise inappropriate behavior will be excused from the hearing at the discretion of the informal hearing officer. At the start of each informal hearing, the informal hearing officer will read a preliminary statement that will include, but is not limited to, the following: • An explanation of the hearing format • A statement of the family's right to legal representation	30-3

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		• A statement of the family’s right to review the evidence that SLHA is relying on to support its decision • A reading of the notice of proposed termination, including a recitation of the list of documents that should have been provided to the family prior to the hearing At all informal hearings, the informal hearing officer must provide the family a copy of the notice of proposed termination and copies of all documents that should have been provided to the family prior to the hearing and ask the family if they received a copy of the notice and all documents before the hearing. If the family indicates that it did not receive a copy of any document relied on by SLHA prior to the informal hearing, the informal hearing officer will give the family copies of all documents not received and the family will be given the option to reschedule the hearing.	
Chapter 30 Informal Hearings 30.3 Informal Hearing Procedures	30.3.8 Evidence SLHA and the family will be given the opportunity to present evidence and question any witnesses. In general, all evidence is admissible at an informal hearing. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. Any evidence to be considered by the hearing officer must be presented at the time of the hearing. If either SLHA or the family fails to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence. Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.	30.3.10 Evidence SLHA and the family will each be given the opportunity to present evidence and question any witnesses. SLHA has the burden of proof. Therefore, SLHA must present its evidence first. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings. However, hearsay will generally be insufficient, on its own, to support termination. Anonymous hearsay will never be considered by the informal hearing officer. Other than filed copies of pleadings, judgments and orders, information obtained from Missouri Case.net and other online court access sites is not an official court	30-3

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		record and will be generally insufficient on its own to support termination. Evidence that is unrelated to the specific grounds set forth in the notice of proposed termination cannot be considered by the informal hearing officer when rendering the informal hearing decision. The informal hearing officer cannot consider any evidence that was not presented at the informal hearing with the exception of evidence submitted by the family in response to the informal hearing officer's request for additional information.	
Chapter 30 Informal Hearings 30.3 Informal Hearing Procedures 30.3.9 Hearing Officer's Decision [24 CFR 982.555(e)(6)] 30.3.9.2 Contents of Hearing Officer's Decision	The hearing officer will issue a written decision to the family and SLHA as soon as practicable after the hearing. The report will contain the following information: ● Hearing information: ▪ Name of the participant ▪ Date, time and place of the hearing ▪ Name of the hearing officer ▪ Name of SLHA representative ▪ Name of the family's representative (if any) ● Background: A brief, impartial statement of the reason for the hearing ● Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence ● Findings of Fact: The hearing officer will include all findings of fact based on a preponderance of the evidence ● Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence ▪ The conclusion will result in a determination of whether these facts uphold SLHA's decision	The informal hearing officer will issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing. The informal hearing officer's written decision will include the following: Hearing information ● Name of the participant/family ● Date, time and place of the hearing ● Name of the informal hearing officer ● Name of SLHA representative present at the informal hearing ● Name of the family's representative (if any) ● Name of all other attendees Background information ● A brief, impartial statement of the reason for the informal hearing, including SLHA's stated reason for the proposed termination. Summary of the Evidence	30-3

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	• Order: The decision will include a statement of whether SLHA's action is upheld or overturned ▪ If it is overturned, the hearing officer will instruct SLHA to change the action in accordance with the hearing officer's determination ▪ In the case of termination of assistance, the hearing officer will instruct SLHA to terminate the family from the HCV program	• List of all documents and witnesses presented at the informal hearing; and • A summary of the relevant testimony of each witness at the informal hearing. Findings of Fact • A statement of all findings of fact based on a preponderance of the evidence presented at the informal hearing and/or submitted by the family pursuant to the informal hearing officer's request for additional information, including a description of all evidence relied on by the informal hearing officer, and mitigating factors considered by the informal hearing officer. Decision The informal hearing officer will render a decision based on the informal hearing officer's findings of fact. • If the proposed termination is overturned, the informal hearing officer will instruct SLHA to continue the family's assistance. • If the proposed termination is affirmed, the informal hearing officer will instruct SLHA to terminate the family's participation in the HCV program. However, SLHA will not terminate the family's assistance until the last day of the month in which the Informal Hearing Decision is sent to the family. A copy of the entire Informal Hearing Decision will be sent to the family via First Class U.S. Mail immediately upon issuance by the Informal Hearing Officer along with copies of all documents referenced therein.	
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Chapter 30 Informal Hearings 30.3 Informal Hearing Procedures	30.3.10 Procedures for Further Hearing The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of SLHA will take effect and another hearing will not be granted.	30.3.11 Submission of Additional Evidence by the Family The informal hearing officer may ask the family to provide additional relevant information before reaching a decision. The informal hearing officer will, in writing, provide the family with the date by which the additional relevant information must be provided. A copy must be made and placed in the family's file. If the family does not provide the requested additional information, the informal hearing officer will issue a decision based on the evidence presented at the informal hearing and will not consider the family's failure to provide further information in rendering the decision.	30-4
Chapter 30 Informal Hearings 30.3 Informal Hearing Procedures	30.3.11 SLHA Notice of Final Decision [24 CFR 982.555(f)] SLHA is not bound by the decision of the hearing officer for matters in which SLHA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements or are otherwise contrary to federal, state or local laws. If SLHA determines that it is not bound by the hearing officer's decision in accordance with HUD regulations, SLHA will promptly notify the family of the determination and the reason for the determination.	30.3.12 Effect of Informal Hearing Decision SLHA is not bound by an informal hearing decision that is: (1) Concerning a matter for which SLHA is not required to provide an opportunity for an informal hearing or that otherwise exceeds the authority of the informal hearing officer; or (2) Contrary to HUD regulations or requirements, or otherwise contrary to federal, state, or local law. If SLHA determines that it is not bound by an informal hearing decision, SLHA will promptly notify the family of the determination, and of the reasons for the determination.	30-4

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Chapter 33 Homeownership [24 CFR 982.625] Introduction Chapter 33		Remove SLHA will also limit the number of families assisted with homeownership to a maximum of 100 at any given time.	33-1
Mobility Counseling Program Chapter 36		Remove chapter	36

RESOLUTION No. 3085

MEMORANDUM

To: Board of Commissioners

Through: Latasha K. Barnes, Executive Director

From: Jason W. Hensley, Director of Real Estate Development

Date: October 7, 2026

Subject: Resolution No. 3085
Approving and Authorizing the St. Louis Housing Authority to Submit a Rental Assistance Demonstration (RAD) Application to HUD for a RAD/Section 18 Blend Conversion of Public Housing Units at California Gardens

The St. Louis Housing Authority (SLHA) is seeking Board support and approval to submit a Rental Assistance Demonstration (RAD) application, which will be blended with a Section 18 component, to HUD for the conversion of public housing units to the RAD Section 8 subsidy program at California Gardens (AMP #MO001000038 – Development #230). This proposed change in funding source through HUD will allow more flexibility in seeking limited available funding sources, a more predictable subsidy for the redeveloped units, provide access to private funding for the redevelopment, and support capital improvements at California Gardens through the use of additional Capital funds.

Rental Assistance Demonstration (RAD) – The RAD program was approved by Congress in 2012 as a way to encourage public housing authorities (PHAs) to use a new funding source to meet the large and growing capital improvement needs of the nation’s aging public housing stock. The program works by converting the public housing assistance, or Annual Contributions Contract (ACC), to long-term Section 8 HAP contracts.

HUD is encouraging PHAs to utilize RAD to insulate subsidized housing units from Federal funding decisions impacting public housing. Nationally, there is a \$70 billion backlog of construction and modernization projects needed for public housing as a result of years of congressional underfunding of the ACC, or Capital fund. SLHA itself has a \$200 million capital improvements need for modernization projects over the next ten (10) years and is expected to get less than a quarter of that amount over the next 10 years for capital improvement projects.

Asset Repositioning Report – On November 15, 2023, the Board approved SLHA’s Asset Repositioning Plan, which shows California Gardens as a Tier 2 property in need of repositioning. At the time that report was produced, the property was in need of moderate rehab. However, upon further investigation, it was determined that the property was in need of new elevator

systems, and its concrete courtyard balcony demanded significant structural reconstruction in order for the property to be code compliant and subsequently occupied. Because the property is currently vacant, it makes a RAD conversion, in conjunction with its rehabilitation, the most logical course of action.

RAD Conversion – The conversion of units from ACC to RAD provides a more reliable funding source of subsidy that allows PHAs to safely leverage private capital to finance property rehabilitation or replacement. Conversion to RAD through long-term Section 8 contracts ensures that the units are perpetually affordable through the requirement that the contracts be renewed and Use Agreements that preserves HUD’s interest in the property. The RAD funding source is stable, it receives a cost-of-living increase on an annual basis (OCAF), and it is kept from the uncertainty of annual Federal funding decisions.

Section 18 Component – By adding a portion of the unit conversion to Section 18 disposition, SLHA will be able to access higher subsidy rents afforded through the Section 18 process for a portion of the units.

RAD/Section 18 Blend – Utilizing a RAD/Section 18 Blend allows SLHA to retain access to much needed Capital funds to aid in the conversion of units. This is due to the specific inclusion of Capital funds as a source for RAD conversion. Blending the two conversion processes maximizes the funding available to SLHA for the conversion and the ultimate rental subsidy received for the converted units.

California Gardens – Completed in 1971, California Gardens is a 28-unit one-bedroom (12) and studio (16) complex of three, two-story buildings. The site has a non-functioning elevator, which will be restored to service during the rehabilitation. In addition, the site has security fencing and cameras with a card access system. It is located in the Benton Park West neighborhood.

SLHA has recognized that California Gardens requires redevelopment of its critical building systems, infrastructure, and interior spaces. In addition, unit refreshes will be included, depending on funding availability through the RAD/Section 18 process.

Redevelopment Process – SLHA has issued a notice of award to Bush Construction for a complete rehabilitation and modernization of the California Gardens property. This will include renovation of all 28 units, new elevator systems, repair and structural improvements of the concrete walkway, which is unsafe, new asphalt roof, and modernization of the community/laundry room.

**Approving and Authorizing the St. Louis Housing Authority to Submit a Rental Assistance Demonstration (RAD)
Application to HUD for a RAD/Section 18 Blend Conversion of Public Housing Units at California Gardens**

WHEREAS, the California Gardens development is in need of redevelopment; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) created RAD to preserve and improve affordable housing and to address the \$26 billion nationwide backlog of deferred maintenance on public housing developments; and

WHEREAS, it is a goal of the St. Louis Housing Authority (SLHA) to “reposition, redevelop, and create new SLHA properties” within the SLHA Strategic Plan; and

WHEREAS, the SLHA Agency Plan FY2026, Section B.2 – New Activities, Item number B.2(b) specifically states that SLHA will pursue the conversion of 28 public housing units at California Gardens to Section 8 HAP contracts under RAD/Section 18 Blend conversion; and

WHEREAS, the SLHA Agency Plan FY2026, Section B.2 – New Activities, Item number B.2(d) states that SLHA will pursue the conversion of public housing to tenant-based or to project-based HAP contracts under RAD conversion; and

WHEREAS, SLHA is committed to using all tools available to support affordable housing, including conversion of public housing units to Section 8 HAP contracts, low-income housing tax credits, affordable housing grant opportunities, RAD and Section 18 conversion, and all other funding opportunities; and

WHEREAS, SLHA has begun the community engagement and planning process for the redevelopment of California Gardens; and

WHEREAS, SLHA is committed to supporting the redevelopment of California Gardens through every available means;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ST. LOUIS HOUSING AUTHORITY THAT:

1. The Executive Director is authorized to submit a Rental Assistance Demonstration (RAD) application with Section 18 component to HUD for the conversion of the public housing units at California Gardens (AMP #MO001000038 – Development #230).
2. The Executive Director is authorized to execute all additional supplemental documents as required by HUD that are necessary to complete RAD/Section 18 Blend conversions with such modifications as may be reasonably necessary or desirable to carry out and comply with the intent of this Resolution.

EXECUTIVE DIRECTOR REPORT

MEMORANDUM

To: Board of Commissioners

From: Latasha Barnes, Executive Director

Date: October 15, 2026

Subject: Executive Director Report

September operations reflected steady progress across core program areas, continued strength in Housing Choice Voucher utilization, meaningful advancement in mixed-finance compliance, and momentum in redevelopment and resident opportunity initiatives. At the same time, long-term vacancies, property-level performance, and financial monitoring remain active management priorities. The following provides an overview of key operational developments across the Agency. Additional details can be found in the accompanying Monthly Activity Reports.

1. Housing Choice Voucher Program: Sustained Performance and Continued SEMAP Strength

The Housing Choice Voucher (HCV) program continues to maintain 100% utilization, with approximately 6,100 families leased and another 240 actively searching for housing. Despite market pressures, the team continued strategic landlord engagement and case-specific support to help families secure units.

The program's operational discipline remained evident in September. Staff completed 645 recertifications, bringing the reporting rate to a level that supports our SEMAP performance goals, and continued to work through the older recertifications with targeted oversight. The inspection team completed 606 inspections and achieved a 99% inspection completion rate, reinforcing our readiness to sustain SEMAP High Performer status.

As previously communicated, SLHA is continuing preparations for the wind-down of the Emergency Housing Voucher program. The agency was recently awarded 122 Tenant Protection Vouchers to ensure eligible families may transition to the regular HCV program without losing rental assistance or valuable housing choice flexibilities. Staff are coordinating closely with HUD and partner agencies to complete this transition in alignment with federal guidance and deadlines.

2. Public Housing Operations and Asset Performance

Addressing Long-Term Vacancies and Strengthening Site Oversight

Public housing occupancy remained a central focus throughout September. Agency-wide occupancy stood at 86.23%, with 2,016 of 2,338 available units leased. Of the 322 unleased units, 203 have been vacant for 180 days or more, underscoring the substantial

remediation needs across portions of the portfolio. In recognition of these challenges, the Agency submitted 37 units to HUD for offline designation due to the level of repair required; these units are not positively reflected in September's occupancy rate.

Occupancy performance varies across the portfolio. Eighteen sites achieved 90% occupancy or higher, including five that exceeded 95%. Sixteen sites, however, remained below 90% and continue to require targeted operational intervention. Among them, the following sites reflect the greatest concentrations of long-term vacancy:

- Cambridge Heights & Cambridge Heights II: Currently held in MHDC-receivership
- Renaissance Place @ Grand & Murphy Park: Experiencing operational challenges
- Murphy Park I: Requires extensive remediation and recapitalization
- Cochran: Requires extensive rehabilitation
- Northside Scattered Sites: 22 vacant units due to Hodiadmont disposition
- Southside Scattered Sites: 228 vacant units due to upcoming redevelopment

Recertification reporting maintained its positive standing last month with a 95% completion rate, exceeded HUD's 95% target for the last three months and reflecting significant progress among both SLHA-managed and mixed-finance properties.

Tenant Accounts Receivable remain within PHAS norms. As of August 31, SLHA recorded a 70% collection rate, with 30% in outstanding receivables. Although overall financial indicators remain steady across all SLHA-managed AMPs, three high-rise sites are signaling emerging fiscal concerns. These indicators have been incorporated into FY27 budget planning and will continue to receive heightened monitoring.

Mixed-Finance Compliance: Progress and Resolution

Compliance performance across mixed-finance sites continued to improve. In April, SLHA issued Notices of Default to several properties for failing to comply with NSPIRE public housing requirements. By September, McCormack Baron Management had resolved all outstanding corrective actions at Renaissance Place Phase I (AMP 50), Renaissance Phase III (AMP 59), and the Gardens at Renaissance Place (AMP 55). As of date, all subsidy suspensions have been lifted, and mixed-finance partners have significantly improved recertification performance. Ongoing oversight will ensure continued compliance and prevent recurrence of unresolved deficiencies.

SLHA continues its work with HUD to strengthen public housing operations through improved policies and procedures and performance tracking.

3. Development and Modernization: Advancing Parkview Redevelopment and Other Key Projects

Development activity advanced significantly in September. Following a competitive procurement process with four respondents, SLHA selected Interior Construction Services (ICS) as the general contractor for the \$54 million redevelopment of Parkview Apartments. SLHA is excited to partner with ICS and its design team to plan, cost, and rehabilitate all 295 senior units.

SLHA also continued its historic preservation efforts for Parkview. Documentation was submitted to the State Historic Preservation Office (SHPO) and the National Park Service requesting National Register designation to further support site preservation.

Additional repositioning and capital work progressed across the portfolio. At Clinton-Peabody Phase I, foundation and utility work advanced in accordance with

schedule. RAD closing preparations continued for King Louis Square, while KLS II awaits MHDC's 2026 LIHTC determinations. The Financing Plan for Murphy Park II and III remains under HUD review, with an anticipated closing in early 2027.

4. Resident and Community Engagement: Expanding Financial Empowerment and Resident Opportunity

Resident programming continued to demonstrate strong engagement and growth. The Agency currently serves 244 active ROSS participants and 158 FSS participants. In September, SLHA launched the Elevated Wealth Academy in partnership with Great Southern Bank. This eight-week hybrid financial empowerment program includes instructions on credit, budgeting, managing debt, building assets, and pursuing homeownership. More than 75 residents enrolled in the inaugural cohort. Graduates will be eligible for financial incentives supported through partnerships with ASCEND STL and CVS Health, helping residents accelerate long-term financial goals.

5. Agency Priorities

Across all program areas, SLHA remains focused on sustaining high performance in HCV operations, addressing long-term public housing vacancies, maintaining compliance with recertification and NSPIRE requirements, monitoring tenant receivables, and advancing critical redevelopment and capital improvement efforts. Monthly reporting will continue to emphasize measurable progress, timely corrective action, and operational accountability.